

## **DRAFT OF UNDERTAKING**

To

**The Board of Trustees,  
Credit Guarantee Fund Trust for Small Industries,**

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**Mumbai.**

Dear Sir,

In consideration of the Credit Guarantee Fund Trust for Small Industries (hereinafter referred to as “the Trust” which expression shall, unless repugnant to the context, also include its successors and assigns), agreeing to guarantee under the Credit Guarantee Fund (Scheme) for Small Industries, 2000 (a copy whereof is hereto annexed and which is hereinafter referred to as “the Scheme”), certain credit facilities granted by us to eligible borrowers in the small industries, we \_\_\_\_\_ (Name of lending institution), do hereby agree with the Trust as follows :

1. That the provisions of this Undertaking shall be in addition to, and not in derogation of, the provisions of the Scheme and the guidelines and instructions issued by the Trust from time to time.
2. That the provisions of the Scheme and such modifications as may be made thereto from time to time shall be deemed to be incorporated in this Undertaking and shall be binding on us, in so far they relate to the credit facilities granted by us to borrowers which have been or are eligible for being guaranteed thereunder.
3. That the provisions of the Scheme and this Undertaking shall be applicable to or in relation to all credit facilities eligible for guarantee under the Scheme.
4. That we shall claim the benefit of the guarantee under the Scheme only in respect of the credit facilities specified in the Scheme and to the extent provided therein and that we shall for this purpose obtain and

preserve affidavits or other documents from the borrowers concerned or otherwise satisfy ourselves by reference to the borrowers' books of account or other records that the borrowers in respect of whom the benefit of the guarantee has been or is to be provided by the Trust are eligible for the guarantee under the Scheme.

5. That we undertake that a borrower who ceases to be so eligible will, in accordance with and subject to the provisions of the Scheme, be excluded from the benefit of any guarantee and that for this purpose, we shall obtain from the borrower concerned every quarter or at such other intervals as may be required by the Trust, such information declarations as may be deemed necessary.

6. That the books of accounts, ledgers and other documents relating to eligible credit facilities, covered by the Scheme shall, as far as may be practicable, be segregated and maintained in a proper manner so as to facilitate such scrutiny or inspection as may be undertaken by The Small Industries Development Bank of India (SIDBI) or by the Government of India (GOI) or by the Trust or by any other person nominated by the Trust in this behalf.

7. That we undertake to make available to the Officers of SIDBI or of the Trust or of any agency which may be specified by the Trust in this behalf, as the case may be, all our books and records and provide such other facilities as may be required for such scrutiny and inspection.

8. That we shall furnish to the Trust a statement in a form and manner required by the Trust, showing the outstanding balances with break up of principal and interest / other expenses details in respect of the eligible credit facilities covered under the Scheme, as and when required by the Trust.

9. That we shall furnish to the Trust thereafter such statements or information as the Trust may require about the eligible credit facilities in

such form and manner, and at such intervals, as may be required by the Trust.

10. That in order to enable the Trust to ascertain whether a claim made on it is on account of any eligible credit facility which has been so covered, we shall preserve in good order the detailed statement or statements referred to in clauses 7, 8 and 9 hereof as also the relevant documents relating to the credit facility.

11. That we shall, in respect of every eligible credit facility, exercise due diligence in recovering the dues, preserving and protecting the assets created from the loan assistance and otherwise safeguarding the interest of the Trust. We shall, in particular, refrain from any act or omission or commission either prior to or subsequent to invocation of guarantee, which may adversely affect the interest of the Trust as the guarantor, and obtain prior permission of the Trust before entering into any compromise or agreement with the borrower or any other party which may have the effect on discharge of assets.

12. That for invoking the guarantee under the Scheme we undertake to submit to the Trust an application in such form as may be specified by the said Trust and furnish such other information as may be required of us by the Trust.

13. That we shall secure for the Trust or its appointed agency the right to inspect the business and factory premises and books of account of the borrowers if and when considered necessary by the Trust.

14. That we shall secure for the Trust or its appointed agency the right to list the defaulted borrowers names and particulars on the web site by the Trust.

15. That notwithstanding anything to the contrary contained in the Scheme, if any loss occurs in respect of an account covered by the Scheme (owing to the dishonesty on the part of any of our officials), or owing to actions / decisions taken by such officials being contrary to or in

contravention of the instructions issued to them by us or by the Trust, we shall not make and shall not also be entitled to any claim on the Trust in respect of the said account.

16. That all applications, documents, receipts, statements and other papers shall be signed on behalf of our institution by the Chief Executive Officer or by other persons in our employment who shall be deemed to be authorised by us to sign all such applications, documents, receipts, statements and other papers and that any irregularity in the signature, or want of authority of the persons so signing shall not in any way affect or prejudice the rights of the Trust or affect our liability in respect thereof.

17. That all data, including applications, periodical returns, funds transfer, updated or transferred to the Trust in the electronic form, shall be deemed to be signed on behalf of our institution by the Chief Executive Officer or by other persons in our employment who shall be deemed to be authorised by us to sign all such applications, documents, receipts, statements and other papers and that any irregularity in the use of member-id, or want of authority of the persons so signing shall not in any way affect or prejudice the rights of the Trust or affect our liability in respect thereof.

18. That we shall introduce and follow such accounting arrangements as may be necessary or as may be required by the Trust or take such other steps as may be necessary or expedient for protecting its interests in respect of the outstanding balances on account of credit facilities in regard to which the Trust's guarantee is invoked by us.

19. That this Undertaking shall take effect from the first day of \_\_\_\_\_.

20. That the stamp duty payable on this Undertaking shall be borne by us.

Yours faithfully,

For and on behalf of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Note : (i) This Undertaking is to be executed by the Head Office of the eligible lending institution and not by the branch office.

(ii) This Undertaking is to be stamped as an agreement. The liability to stamp duty will depend upon the place where it is executed and/ or acted upon.