

Retail Bank Guarantee (BG) Application Form

The Branch Manager

HDFC Bank Limited

Branch _____ City _____

Date:

I/We hereby request you to issue a Bank Guarantee (BG) on my/our behalf as per details given below:

1. Applicant Detail :

Name: _____

Account No. _____ PAN No. _____ GST No. (If applicable) _____

Constitution: (Individual/Prop/Partnership/Pvt Ltd/Pub Ltd /Trust /Society /Association/Club / School / HUF (Strike off non applicable)

2. Beneficiary Details :

Name: _____

Address: _____

Pin Code _____

Phone No: _____ Email ID: _____

Beneficiary Bank A/C No: _____ Bank's Name: _____

Branch: _____ IFSC Code: _____ (for sending BG confirmation through SFMS)*

*Charges Applicable.

3. BG Detail :

Currency: INR/USD/GBP/EUR/Others _____ Amount (in Figs): _____

Amount (in Words): _____

Tenor: _____ Years _____ Months _____ Days Claim Period (if any): _____ Years _____ Months _____ Days

OR BG Expiry Date: _____ Purpose of BG : Performance Finance Bid Bond Others _____

a) I/We agree that the aforesaid Bank Guarantee ("said BG") and all amounts paid thereunder or in respect thereof by HDFC Bank Limited ("Bank") shall be secured by such assets/securities including without limitation fixed deposits of equivalent or higher amount placed by Me/Us ("Fixed Deposits") with the Bank, as is acceptable to the Bank (collectively "Security"). The decision of the Bank as to the nature and amount of Security shall be final and binding upon Me/Us. I/We hereby agree and undertake to create the Security in favour of the Bank at My/Our sole cost and expense and do all such acts and execute all such deeds, documents and writings as may be necessary in this regard, without any delay, demur, cavil or protest. In the event that, at the sole discretion of the Bank, the Bank decides that the Security shall be in the form of Fixed Deposits: I/We hereby authorize the bank to debit my/our account maintained with the Bank for such sum of monies as is required by the Bank as Security and also to keep the money so debited from my/our account in one or more Fixed Deposits and hereby authorize the Bank to lien mark the aforesaid Fixed Deposits in its own favour, as Security and also for recovering Bank charges/commission towards issuance of the said BG and for recovery of any amounts paid by the Bank under or in respect of the said BG. I / We also authorize the Bank to debit my/our account with the Bank from time to time as and when required by the Bank for creation of further Fixed Deposits in My/Our name and lien mark the same in favour of the Bank as further Security as may be required by the Bank in case of adverse market movements or currency fluctuations if the said BG is provided in foreign currency.

b) I/We hereby agree and confirm to pay commission and other charges as per Bank's standard rate.

c) I/We hereby agree and confirm that the commission/charges once levied at the time of issuance of Bank Guarantee will not be refunded to me/us even for the unexpired term of Bank Guarantee if the same is cancelled/invoked before the original claim expiry date.

d) In case of the Fixed Deposit holder(s) ("FD Holder/s") being a 3rd party, in addition to such 3rd party executing this application form, I/We hereby undertake to provide a consent letter from the FD Holder/s (as per the Bank's format). Signatures of the FD Holder/s are provided on this application below as well as on the Specific Terms and Conditions for Issuance of the Bank Guarantee ("Terms and Conditions").

e) Upon failure by Me / Us to pay any monies due to the Bank under or in respect of the said BG in accordance with the Terms and Conditions, I /We authorize the Bank to enforce the Security including without limitation by liquidating the Fixed Deposits that have been lien marked in favour of the Bank and/or also exercise the power of lien and set-off, as available to the Bank under the Terms and Conditions, without the requirement of My/Our consent or any notice/intimation to Me/Us, and/or by debiting My/Our account maintained with the Bank, without further requirement of My/Our consent, to recover the Bank's charges/commissions and also to make payment in case of invocation by the Beneficiary, which may also lead to premature liquidation of the said Fixed Deposits. The decision of the Bank to enforce Security including by way of liquidation of the Fixed Deposits shall be final and binding upon Me/Us.

f) In case of the said BG being issued on an auto renewal basis, I/We hereby authorize the Bank to debit My/Our account(s) with the Bank towards commission for renewal of the said BG.

g) I/We (jointly and severally) shall indemnify and hold the Bank indemnified and harmless against all losses, charges, claims, actions, proceedings, suits, expenses, damages, demands, penalties or other costs and consequences which may arise out of or resulting from or in connection with the Bank issuing the said BG (including preparation and execution of the said BG) and performing all acts, deeds and actions in respect and furtherance of and consequent to the said BG issued by the Bank or exercise of the rights of the Bank under the Term and Conditions mentioned overleaf.

h) I/We, am/are fully aware that in the event of invocation of the said BG by the Beneficiary, the Bank is entitled to make payment immediately to the Beneficiary notwithstanding any dispute that I/We might have with the Beneficiary or with the Bank.

i) I/We undertake to submit the original BG, BG confirmation letter along with the discharge letter from Beneficiary upon expiry of the said BG. j) I/We sign, deliver and confirm that I/We am/are submitting this application after having read and fully understood (and/or being explained to me/us in the language understood by Me/Us) the contents of this application and the Terms and Conditions for availing the BG Limit set out herein and the declarations contained herein shall ipso facto form an integral part of the Terms and Conditions. I/We confirm that the Bank can reject my/our application without assigning any reason therefor.

k) I/We authorize the Bank to conduct such credit checks as it considers necessary in its sole discretion, to make any enquiries with other finance

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4. Declaration (Please fill it completely):

With reference to our request of even date for issuance of Bank Guarantee, as per details overleaf, we confirm below the details of the other credit facilities availed by us from other Banks /FIs/NBFCs as on date.

Other Credit Facilities from Banks / NBFCs / FIs

Type of Credit Facility	HDFC Bank Bank Bank FI/NDFC
Fund-Based Limits (CC/OD/DOD etc.)				
Loans with Fixed Repayment Schedule (TL/LAP/PL/BL etc.)				
Non-Fund Based Limits (LC/BG etc.)				
Any Other (Please specify)				

RBI Industry Code : _____

Industry / Sector Code : _____

I/We further confirm and declare that,

() We are not availing any fund based facility from any other Bank in India.

() We are only availing of Non fund based facility from other Bank as detailed above

We authorize HDFC Bank to share information with other FIs/ Banks as per extant regulation.

We also confirm that any additional fund based facility with other Bank to be availed only after NOC from HDFC Bank.

5. Mandatory Declaration:

I am/ We are aware that the Bank is required to provide a 1 (one) year additional claim period over the expiry date or the claim period as mentioned in the said BG, whichever is later, as per law. Accordingly, the Bank is liable to make payment to the Beneficiary if the claim is made within the above additional claim period. Hence, I/We authorise the Bank to block/continue the said BG Limit and hold the Security provided by us during the additional claim period.

I/We further confirm that all the documents/FDs/margin submitted/furnished by us to/in favor of the Bank, for issuance of the said BG, will continue to be in force and effect and shall be binding on Me/Us till I/We submit the original of the said BG and discharge letter from the Beneficiary to the Bank for cancellation.

I/We acknowledge and agree that the Bank shall be entitled to and hereby authorize the Bank to, recover the commission for the additional claim period by debiting My/Our account. _____

We agree to accept and pay the standard charges applicable for Guarantee issuance/ cancellation as available on the website of the Bank(<https://www.hdfcbank.com/personal/resources/fees-and-charges/fees-and-charges-sme>)

 Signature of the Applicant/Authorised Signatory/ies

 Signature of the FD Holder/s

(Stamp to be affixed by Firm/Company)

(Stamp to be affixed by Firm/Company)

FOR BANK USE ONLY

Branch Name: _____ **Branch Code:** _____ **Date:** _____

I certify that (please check and tick the below boxes):

- The KYC of the account is complete and Customer signature has been verified from the system.
- All BG related documents have been obtained as per Bank's policy and copies of the same have been verified with the originals. For 3rd party Fixed Deposits applicable documents have been obtained and their KYC has been done.
- In case of 3rd party FD, the applicant and relationship between the FD Holder and the Applicant is Father/Mother/Son/Son's wife/ Daughter /Daughter's husband Brother/ Sister (including Step Brother / Sister)/ Spouse/ Others (PI specify)

_____ A letter to this effect has been obtained from the Applicant and the FD Holder.

- Points mentioned in the checklist (as detailed in the LCBG utility) has been completed.

Employee Name: _____ **Function (PBA/TA/BOM/ RBH/ BM):** _____

Employee Signature: _____ **Emp. Code:** _____

For BG amount Greater than Rs 1 Crore, and / or Account vintage is less than 1 month, approved by

Employee Name: _____ **Function (RBH/BOM/BM):** _____