

मुख्य पोस्ट मास्टर जनरल डाक
परिमंडल, के पत्र क्रमांक 22/153
दिनांक 10-1-06 द्वारा पूर्व भुगता
योजनान्तर्गत डाक व्यय की पूर्व अदायग
डाक द्वारा भेजे जाने के लिए अनुमत



पंजी. क्रमांक भोपाल डिवीजन
म. प्र.-108-भोपाल-09-11.

मध्यप्रदेश राजपत्र

(असाधारण)

प्राधिकार से प्रकाशित

क्रमांक 594]

भोपाल, बुधवार, दिनांक 25 नवम्बर 2009—अग्रहायण 4, शक 1931

वित्त विभाग

मंत्रालय, वल्लभ भवन, भोपाल

मध्यप्रदेश सरकार प्रत्याभूति नियम, 2009 (संशोधित)

भोपाल, दिनांक 20 नवम्बर 2009

क्र. 1222-09-डी.एम.सी.-ब-7-चार.—सरकार द्वारा प्रत्याभूति देने की रीति को विनियमित करने के लिये राज्य सरकार, एतद्वारा, निम्नलिखित नियम बनाती है, अर्थात् :-

नियम

1. (एक) संक्षिप्त नाम, प्रारंभ तथा लागू होना.—ये नियम मध्यप्रदेश राज्य सरकार प्रत्याभूति नियम, 2009 (संशोधित) कहलायेंगे।

(दो) ये तत्काल प्रवृत्त होंगे।

(तीन) ये उन समस्त मामलों में, जहां राज्य सरकार, उधारों तथा उन पर ब्याज के प्रतिसंदर्भ के लिये भारत के संविधान के अनुच्छेद 293 के अधीन प्रत्याभूति देती है, लागू होंगे।

2. उधार के लिये आवेदन-पत्र.—(एक) उधार लेने वाली संस्था प्रत्याभूति देने के लिये अपने प्रशासकीय विभाग को आवेदन करेगी।

(दो) आवेदन-पत्र में निम्नलिखित विशिष्टियां अन्तर्विष्ट होंगी, अर्थात् :-

(क) उधार लेने वाली संस्था का नाम;

(ख) उधार देने वाली संस्था का नाम;

(ग) उधार लेने के लिये प्रस्तावित रकम जिसके लिये प्रत्याभूति चाही गई है;

- (घ) ब्याज की दर;
- (ङ) लोक हित जिसकी कि उधार द्वारा पूर्ति की जाना प्रस्तावित है;
- (च) प्रतिसंदाय की कालावधि तथा अनुसूची;
- (छ) क्या प्रत्याभूति की आवश्यकता केवल मूलधन के भुगतान के लिये है या मूलधन तथा ब्याज दोनों के भुगतान के लिये;
- (ज) उस संस्था के, जिससे कि उधार लेने के लिये आवेदन किया जाना प्रस्तावित है और अन्य संस्था या सरकार के उधार जो कि उधार लेने वाली संस्था के नाम पहले से ही बकाया है तथा उनके प्रतिसंदाय की अनुसूची;
- (झ) विद्यमान उधार के प्रतिसंदाय में व्यक्तिगत क्रम का, यदि कोई हो, ब्यौरा;
- (ञ) नकदी प्रवाह का विवरण जिसमें यह उपदर्शित किया गया हो कि विद्यमान उधारों तथा प्रस्तावित उधार का किस प्रकार प्रतिसंदाय किया जाना है;
- (ट) उधार देने वाली संस्था की वित्तीय प्रस्थिति जैसी कि पिछली 3 वर्षों के उसके व्यापारिक लेखों, लाभ तथा हानि के खातों, तुलन-पत्र में उपदर्शित की गई है;
- (ठ) प्रश्नाधीन उधार को शामिल करते हुये आगामी तीन वर्षों के लिये प्रक्षेपित ऋण सेवा क्षेत्र अनुपात वार्षिक शुद्ध आय+(अवक्षयण/क्रमिक अपाकरण)/(मूल प्रतिदाय+ब्याज भुगतान);

(तीन) आवेदन-पत्र में दी गई विशिष्टियों के आधार पर या अन्यथा, प्रशासकीय विभाग उधार लेने वाली संस्था के अंतिम तुलनपत्र या अन्य अभिलेख की परीक्षा से अपना समाधान करेगा कि क्या उधार की प्रत्याभूति दी जानी चाहिए या नहीं और ऐसे समाधान के पश्चात् वह मामले को वित्त विभाग को छानबीन तथा सहमति के लिये अनुशंसा सहित अप्रेषित करेगा.

(चार) प्रशासकीय विभाग से मामले की प्राप्ति पर वित्त विभाग इसकी परीक्षा करेगा और यदि उसका यह समाधान हो जाये कि उधार लेने वाली संस्था वित्तीय रूप से अच्छी है तथा प्रत्याभूति देने में कोई जोखिम अन्तर्वलित नहीं है तो वह प्रस्ताव से सहमत हो सकेगा.

(पांच) वित्तीय सहमति के पश्चात् प्रशासकीय विभाग मंत्रि-परिषद् आदेश प्राप्त करेगा. मंत्रि-परिषद् आदेश अनुसार शासकीय प्रत्याभूति के स्वीकृति आदेश जारी करने के लिये प्रशासकीय विभाग, मंत्रिपरिषद् आदेश तथा सुसंगत अभिलेख वित्त विभाग को भेजेगा. वित्त विभाग, निर्धारित प्रपत्र में प्रत्याभूति स्वीकृति आदेश (जिसकी प्रति महालेखाकार, मध्यप्रदेश को पृष्ठांकित होगी) जारी कर, अभिलेख प्रशासकीय विभाग को वापिस करेगा.

3. **प्रत्याभूति डीड एवं आदेश में सम्मिलित की जाने वाली विशिष्टियां.**—वित्त विभाग एवं उधार देने वाली संस्था के मध्य प्रत्याभूति डीड हस्ताक्षरित की जायेगी. यह डीड यथासंभव परिशिष्ट-2 पर प्रदर्शित प्रारूप अनुसार होगी. उपरवर्णित नियम 2 में निर्दिष्ट शासकीय स्वीकृति आदेश में प्रत्याभूत की जाने वाली रकम, प्रत्याभूति की कालावधि, ब्याज की दर, क्या ब्याज का भुगतान भी प्रत्याभूत किया गया है, तथा प्रत्याभूति फीस की दर स्पष्ट रूप से विनिर्दिष्ट होगी. यह आदेश यथासंभव परिशिष्ट-1 पर प्रदर्शित प्रारूप अनुसार होगा.

4. **प्रत्याभूति फीस.**—प्रत्याभूति फीस समय-समय पर सरकार द्वारा विहित की गई दरों एवं रीति के अनुसार तथा विहित समयावधि की भीतर उधार लेने वाली संस्था से प्रभारित की जायेगी. प्रत्याभूति फीस की राशि उधार लेने वाली संबंधित संस्था द्वारा शासकीय खाते में "शीर्ष-0075-अन्य प्रशासनिक सेवायें-108-गारण्टी फीस" के अधीन जमा की जावेगी. यह राशि जमा करने की जानकारी संबंधित संस्था द्वारा प्रशासकीय विभाग के माध्यम से नियमित रूप से वित्त विभाग को भेजी जावेगी.

5. **करार का निष्पादन.**—(एक) सरकार के वित्तीय हित की रक्षा के लिये उन समस्त मामलों में जिनमें सरकार द्वारा उधार प्रत्याभूत किये गये हैं, प्रशासकीय विभाग को मूल ऋणी से करार करना चाहिये. ऐसे करार की एक प्रतिलिपि वित्त विभाग को प्रज्ञापित करते हुये महालेखाकार, मध्यप्रदेश को भेजी जावेगी.

(दो) इस प्रकार निष्पादित किया गया करार यथासंभव परिशिष्ट-3 पर प्रदर्शित प्रारूप अनुसार होगा जिसमें निम्नलिखित शर्तें सम्मिलित होगी, अर्थात् :-

- (क) उधार लेने वाली संस्था के प्रबंध में सरकार का प्रतिनिधित्व;
- (ख) उधार लेने वाली संस्था की स्थावर सम्पत्तियों पर सरकार के पक्ष में प्रभार सृजित करके सरकारी हित सुरक्षित करना;

- (ग) उधार लेने वाली संस्था से नियतकालिक रिपोर्ट मंगाना;
- (घ) उधार लेने वाली संस्था के लेखाओं का सरकार द्वारा नामनिर्दिष्ट किये गये अधिकारियों द्वारा निरीक्षण करने की शक्ति;
- (च) प्रत्याभूतिदाता, भारतीय संविदा अधिनियम, 1872 के अध्याय आठ के अधीन उसे उपलब्ध समस्त अधिकारों का हकदार होगा.

6. **प्रशासकीय विभाग में अभिलेख का रखा जाना.**—संबंधित प्रशासकीय विभाग जारी की गई समस्त प्रत्याभूतियों का एक पूर्ण अभिलेख रखेगा जिसमें प्रतिसंदाय की नियत तारीखें, वह तारीखें जिस पर प्रतिसंदाय वास्तविक रूप से किया गया है तथा ऐसी अन्य विशिष्टियां जो कि सरकारी हित को सुरक्षित करने के लिये आवश्यक समझी जाये, दर्शायी जायेगी. संबंधित प्रशासकीय विभाग शासकीय प्रत्याभूति के अधीन प्राप्त ऋण एवं ऋण की किश्तों के भुगतान अथवा उनमें चूक की जानकारी तत्काल वित्त विभाग को उपलब्ध कराएगा.

7. **नियतकालिक रिपोर्ट.**—प्रशासकीय विभाग प्रतिसंदायों पर निगरानी रखने हेतु स्वयं को समर्थ बनाने के लिये उधार लेने वाली संस्था द्वारा दी जाने वाली नियतकालिक रिपोर्ट विहित करेगा ऐसी रिपोर्ट की एक प्रति वित्त विभाग को उपलब्ध करायेगा.

8. **प्रतिसंदाय.**—(एक) प्रशासकीय विभाग का यह उत्तरदायित्व होगा कि वह यह सुनिश्चित करे कि प्रतिसंदाय यथासमय किये गये हैं और यदि उधार लेने वाली संस्था भुगतान में व्यक्तिगत करती है तो प्रशासकीय विभाग तुरन्त वित्त विभाग को सूचित करेगा तथा उधार लेने वाली संस्था से ऋण एवं ब्याज की वसूली के लिये कार्यवाही भी संस्थित करेगा.

वित्त विभाग स्वयं के बजट से उधार देने वाली संस्था को देय राशि का भुगतान करेगा तथा प्रशासकीय विभाग के आयोजनेत्तर बजट आहरणों का पुनर्विलोकन के पश्चात् प्रशासकीय विभाग के आयोजनेत्तर बजट व्ययों को सीमित करेगा.

(दो) किसी व्यक्ति/संस्था से सरकार द्वारा प्रभारित की जाने वाली ब्याज की दर उस दर से 2 प्रतिशत ऊंची होगी जिस पर कि सरकार को व्यक्तिगत की गई किस्त पर लेनदार को ब्याज का भुगतान करना पड़ा था.

9. **निजी संस्था को कोई प्रत्याभूति नहीं.**—राज्य सरकार की कोई प्रत्याभूति निम्नलिखित शर्तों के अधीन सामान्य रूप से नहीं दी जावेगी :—

- (क) किसी व्यक्ति/निजी संस्था के पक्ष में;
- (ख) यदि उधार लेने वाली संबंधित संस्था ने विगत पांच वर्षों में किसी सरकारी प्रत्याभूति पर उधार की किस्त में व्यक्तिगत किया है;
- (ग) कार्यशील पूंजी के लिये;
- (घ) इक्विटी/लाभांश के संदाय के लिये;
- (ङ) नगद साख सीमा के लिये.

10. **प्रत्याभूतियों का विवरण.**—प्रशासकीय विभाग से प्राप्त जानकारी तथा वित्त विभाग द्वारा की गई कार्रवाई के आधार पर प्रत्याभूति मामलों का पूर्ण विवरण वित्त विभाग के ऋण प्रबंधन प्रकोष्ठ में संधारित किया जाएगा.

11. **निरसन और व्यावृत्ति.**—(1) मध्यप्रदेश राज्य सरकार प्रत्याभूति नियम, 1976 एतद्वारा निरसित किए जाते हैं.

(2) इस निरसन से,—

- (क) किसी ऐसे अधिकार, विशेषाधिकार, बाध्यता या दायित्व पर प्रभाव नहीं पड़ेगा, जो इस प्रकार निरसित अधिनियम के अधीन अर्जित, प्रोद्भूत या उपगत किया गया हो, या
- (ख) इस प्रकार निरसित नियमों के पूर्व प्रवर्तन पर या उसके अधीन पूर्व में की गई या भुगती गई किसी बात के परिणामों पर प्रभाव नहीं पड़ेगा.

No. 1222-04-D.M.C.-B-7-IV.—The State Government hereby makes the following rules for regulating the manner of giving guarantee by government, namely :—

RULES

1. **Short title, commencement and application.**—(i) These rules may be called the Madhya Pradesh State Government Guarantee Rules, 2009 (amended).

(ii) They shall come into force at once.

(iii) They shall apply in all cases where the State Government stands guarantee for repayment of loans and interest thereon under Article 293 of the Constitution of India.

2. **Application for loans.**—(i) The borrowing institution shall apply to its administrative department for giving of a guarantee.

(ii) The application shall contain the following particulars, namely :—

- (a) Name of the borrowing institution;
- (b) Name of the lending institution;
- (c) The amount proposed to be borrowed for which guarantee is sought;
- (d) Rate of Interest;
- (e) Public interest proposed to be served by the loan;
- (f) Period and schedule of repayment;
- (g) Whether the guarantee is needed only for the payment of principal or both for principal and interest;
- (h) Loan already outstanding of the institution wherefrom the loan is proposed to be applied for and of other institution or Government against the borrowing institution and their schedule of repayment;
- (i) Details of default, if any, in repayment of existing loan;
- (j) A cash flow statement indicating how the existing loans and the proposed loans are to be repaid;
- (k) Financial status of the borrowing institution as indicated by its trading accounts, profit and loss accounts, balance sheet for the previous 3 years.
- (l) Projected Debt Service Coverage Ratio for the next three years including the loan in question (Net Annual Income + (Depreciation / Amortisation)) / (Principal repayment + Interest payment)

(iii) On the basis of the particulars furnished in the application or otherwise, the administrative department shall satisfy itself from an examination of the latest balance sheet or other record of the borrowing institution whether the loan should be guaranteed or not and after such satisfaction, will forward the case to the finance department for scrutiny and concurrence.

(iv) On receipt of the case from the administrative department, the finance department shall examine it and if it is satisfied that the borrowing institution is financially sound and there is no risk involved in giving guarantee, it may agree to the proposal.

(v) After financial concurrence, the administrative department shall obtain Order-in-Council. As per the Order-in-Council, the administrative department will send the Order-in-Council and related documents to the finance department for issuing of sanction order of the guarantee. The finance department will issue sanction order of the guarantee in prescribed proforma (Copy endorsed to Accountant General, Madhya Pradesh) and return the documents to the administrative department.

3. **Guarantee deed and particulars to be included in the order.**— A guarantee deed would be signed between the finance department and the lender institution. This deed in so far as possible should be as per the format described at Annexure-2. The Government order referred to in rule 2 above shall specify clearly the amount guaranteed, the period of guarantee, rate of interest, whether interest payment is also guaranteed, and the rate of guarantee fee. This order in so far as possible should be as per the format described at Annexure-1.

4. **Guarantee Fee.**— Guarantee fee, as per the rates and in the manner and within the time period prescribed by Government from time to time shall be charged from the borrowing institution. The amount of guarantee fee would

be credited to the Government account, under the head "104-Other General Economic Service-Other Receipts-Guarantee Fee by the borrowing institution". The borrowing institution through the administrative department will regularly send information on guarantee fee deposited to the finance department.

5. Execution of agreement.—(1) In order to safeguard Government's financial interest, in all cases in which loans are guaranteed by the Government, the administrative department should enter into an agreement with the principal debtor. A copy of such agreement shall be sent to the Accountant General, Madhya Pradesh under intimation to the finance department.

(2) The agreement executed, as far as possible as per the format described at Annexure-3, will include the following conditions, namely:—

- (a) Representation of Government in the management of the borrowing institution;
- (b) Securing of the Government interest by creating a charge in favour of the Government on the immovable properties of the borrowing institution;
- (c) Calling periodical reports from the borrowing institution;
- (d) Power of inspection of accounts of the borrowing institution by officers to be nominated by the Government;
- (e) The guarantor shall be entitled to all rights available to him under chapter VII of the Indian Contract Act, 1872;

6. Maintenance of Record in the Administrative Department.— The concerned administrative department shall maintain a complete record of all the guarantees issued showing the due dates of repayment, the date on which repayment is actually made and such other particulars as may be considered necessary for securing Government interest. The concerned administrative department will provide information on loan taken under government guarantee, repayment of loan installments and default on repayment to the finance department as soon as possible.

7. Periodical Reports.— In order to enable it to keep a watch on the repayments the administrative department shall prescribe periodical reports to be furnished by the borrowing institution. A copy of such report should be sent to the finance department.

8. Repayment.— (i) It shall be the responsibility of the administrative department to ensure that repayments are made in time and if the borrowing institution makes default in payment, the administrative department shall immediately inform the finance department and shall also institute steps to recover the amount together with interest from the borrowing institution. The finance department will pay off the liability of lender institution from its own budget and limit the expenditure from Non-plan budget of the administrative department after reviewing Non-plan budget drawals of the department.

(ii) The rate of interest to be charged by Government from the defaulting institution shall be 2% higher than the rate at which Government had to pay interest to the creditor on the defaulted instalment.

9. Guarantee to Private Institution.— No State Government guarantee shall normally be given under the following conditions:—

- (a) in favour of any person/private institution,
- (b) if the concerned borrowing institution has defaulted on any government guaranteed loan in the last five years,
- (c) for working capital,
- (d) for payment / repayment of equity / dividend
- (e) for cash-credit limit.

10. Description of Guarantees.— On the basis of information received from the administrative department and action taken by the finance department, complete description of the guarantee cases would be maintained in the Debt Management Cell of the finance department.

11. **Repeal and Savings.**— (1) The Madhya Pradesh State Government Guarantee Rules, 1976 are hereby repealed.

(2) The repeal shall not affect,—

- (a) any right, privilege, obligation or liability acquired, accrued or incurred under the rules so repealed; or
- (b) the previous operation of the rules so repealed or consequences of anything done or suffered thereunder.

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,
मनीष रस्तोगी, संचालक बजट एवं अपर सचिव.

Annexure -- 1

GOVERNMENT OF MADHYA PRADESH
Finance Department
Mantralaya, Vallabh Bhawan
Bhopal

Bhopal, Dated ---/---/---

No. _____ In pursuance of Section _____ (7(5)) of the
_____ (Relevant Act such as State Financial Rule 2(5) of Madhya Pradesh Government
Guarantee Rules, 1976 guarantees repayment of principal amount of loan or Rs. _____ (Amount in
words) only taken by _____ (Name of the Borrower such as Madhya Pradesh
Financial Corporation, Indore) from _____ (Name of the lenders such as Housing and Urban Development
Corporation), and payment of interest thereon with other charges as under : —

Amount of loan _____

Rate of Interest _____

Rate of Guarantee Fee _____

Period of Guarantee _____

By order and in the name of Governor of Madhya Pradesh,

(Name of the official signing the order)
Designation of the official signing the Order
Government of Madhya Pradesh
Finance Department
Bhopal

Annexure – 2

GUARANTEE DEED

This DEED OF GUARANTEE made at Bhopal on the (Day) of (month), (year) by the Governor of the state of Madhya Pradesh (herein called the "Surety" which expression shall include his successors in office) in favour of the (lenders name), a company registered under the Companies Act, 1956/ a bank established under the National Bank for Agriculture and Rural Development Act, 1981/ a body corporate constituted under the Banking Companies (Acquisition and transfer of undertaking) Act, 1970/ a bank constituted under the State Bank of India Act, 1955 (strike out which is not applicable), (herein referred to as the "Corporation"/"National Bank"/"Bank" (strike which is not applicable) having its registered office/Head office/central office at (full address).

Witnesses as follows:

1. In consideration of the Corporation/National Bank/Bank (strike which is not applicable) granting loans and advances to (name of borrower) (herein referred to as the Borrower) for the (purpose) to the extent of Rs.(amount) (Rupees in words) for a period of (mention the period) on the terms and conditions as set out in the Loan Agreement dated the (date) between the Corporation/National Bank/Bank and the Borrower, the surety hereby fully unconditionally and irrevocably guarantees the due repayment by the Borrower of principal and payment of interest on each of the loans/advances or any instalment or instalments thereof granted by the Corporation/National Bank/Bank (Strike which is not applicable) at a fixed rate of /gross average rate of (rate of interest) (rate of interest in words) or such interest rate of interest as may be fixed by the Corporation/National Bank/Bank (strike which is not applicable) in terms of the Loan Agreement which shall be or become due and payable under the Loan Agreement and in the event of failure by the Borrower, guarantees and undertakes to pay to the Corporation/National Bank/Bank the principal and interest on each of the loans and advances which shall be or become due and payable under the Loan Agreement on demand without demur.
2. The surety further agrees and covenants as follows:—
 - (i) That the liability of the Surety in respect of the said loans and advances granted and outstanding shall not at any time exceed the sum of Rs. (Amount of loan) (Amount of loan in words) and the interest accruing thereon which shall be or become due and payable under the Loan Agreement.
 - (ii) That the guarantee hereby given shall remain in force up to (Date, month and year) (This should be six months later from the due date of repayment of the last instalment as mentioned in the loan agreement) and subject to the aforesaid limit, shall extend to cover any instalment or instalments of the loans and advances sanctioned and disbursed under the Loan Agreement.
 - (iii) That the guarantee herein contained shall not in any way be affected by any variations which the (lenders name) and the Borrower may by mutual consent make in the terms of the Loan Agreement with or without the consent or knowledge of the Surety provided always that the extent of the liability of the Surety under this Deed is not thereby increased.
 - (iv) That any neglect or the forbearance of the (lenders name) in enforcing the payment or repayment to it of any loans and advances or any instalment or instalments thereof under the Loan Agreement, payment or repayment whereof is intended to be hereby secured or giving of time by the (lenders name) for the payment or repayment thereof shall not in any way release the Surety of his liability under the guarantee hereinbefore contained provided that the (lenders name) have kept the surety

informed of the default in the compliance of any condition of the loan agreement within 15 days of the date of occurrence of default. It would also not absolve the (lenders name) from fulfilling their specific obligations under the loan agreement. In case the (lenders name) do not fulfil their specific obligations under the loan agreement, the liability of the surety would be adjusted to the extent of the additional burden on the borrower owing to the non-fulfilment of the obligations by the (lenders name).

- (v) It is hereby agreed that the (lenders name) shall not make a demand on the Surety under this Deed without first making a demand on the Borrower provided that if the Borrower fails to make payment to the (lenders name), it will be competent for the (lenders name) to make a demand for payment on the surety under this guarantee.
- (vi) The Surety hereby agrees and declares that the (lenders name) will not be bound or compelled to take any proceedings whatsoever against the Borrower for recovery enforcement or realization of any of the dues of the (lenders name) from or against the Borrower under or in pursuance of the Loan Agreement before calling upon the Surety to pay any such dues to the (lenders name) under and in pursuance of the guarantee hereby given so that the Surety shall be liable and bound to pay all such dues to the (Lenders name) shall be or become due and payable by the Borrower, notwithstanding that no proceedings whatsoever shall have been taken by the (lenders name) against the Borrower for recovery enforcement or realization of any such dues. This would apply if a first charge on the immovable assets of the borrowers has not been created in favour of the (lenders name).
- (vii) That a copy of the account of the Borrower contained in the books of Account of (lenders name) signed by the authorized official of (lenders name) shall be conclusive evidence against the Surety of the amount for the time being due to the (lenders name) from the Borrower in any action or other proceedings brought against the Surety and shall be binding on the Surety and shall not be questioned by the Surety provided that a copy of the account has been validated by the borrower annually at the end of the financial year prior to the default.
- (viii) That in the event of breach by the Borrower of any of the terms and conditions on which loans and advances have been given by the (lenders name) as contained in the Loan Agreement, the (lenders name) may without prejudice to its other rights, recall the entire loans and advances or any portion thereof, and in the event of failure on the part of the Borrower to make repayment as required by the (lenders name), the Surety shall pay forthwith the amount as and when so required by the (lenders name).
- (ix) That the guarantee herein contained shall be distinct and independent and shall be enforceable against the Surety notwithstanding that any securities specified in any document executed/ to be executed by the Borrower in favour of the (lenders name) shall, at the time when guarantee is invoked, be outstanding or unrealised.
- (x) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the borrowing powers by or on behalf of the Borrower or the winding up or merger or amalgamation or dissolution or any change in the constitution or the name of the Borrower.
- (xi) That the decision regarding the default or the breach of the terms and conditions by the Borrowers will be as per definition contained in the loan agreement and shall be final and binding upon the

Surety and the (lenders name), provided that the (lenders name) have kept the Surety informed of the default within 15 days from the occurrence of the default.

- (xii) The Surety shall not be released from the obligations hereunder, except upon receipt by the (lenders name) of the last instalment of principal, interest due and payable to the (lenders name) under the terms of the said Loan Agreement and/ or any amendment(s) thereto or upon the expiry of the validity of the guarantee hereinbefore contained, whichever is earlier.
- (xiii) That for enforcing this guarantee by (lenders name) against the surety, the courts at Madhya Pradesh alone shall have exclusive jurisdiction and the Surety hereby submits to the same and agrees and undertakes that the Surety will not in any way object that the courts of Madhya Pradesh shall not have jurisdiction.
- (xiv) That this guarantee shall be additional to any other guarantee for the Borrower signed by the Surety or any other person that the (lenders name) may any time hold.
- (xv) The Surety doth hereby declare that the guarantee hereby given by the Surety is within the limits fixed by the Legislature of the State of Madhya Pradesh.
- (xvi) In witness whereof the Surety has caused these presents to be signed, sealed and delivered by its authorized official on the day, month and year first above written.

(Signature of the Executant)

(Designation of the Executant)

Signed, sealed and delivered by
(Designation of the official)
to the Government of Madhya
Pradesh in the Department of
_____ acting for and on
behalf of the state of Madhya
Pradesh.

In the presence of

WITNESSES:

1.

2.

AGREEMENT BETWEEN ADMINISTRATIVE DEPARTMENT AND BORROWING INSTITUTION

This AGREEMENT is made between the (Borrower Name), a company incorporated under the Companies Act of 1956 having its registered office at (Address) in the state of Madhya Pradesh (hereinafter called the "Borrower" which expression shall unless repugnant to the context or meaning thereof includes the successors and assigns) of the **ONE PART**, and the (Name of concerned Administrative Department), Government of Madhya Pradesh, having its office at (Address of concerned Administrative Department) on behalf of the Governor of Madhya Pradesh (hereinafter called "Department" which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the **OTHER PART**.

WHEREAS, No. _____ In pursuance of Section _____ (7(5)) of the _____ (Relevant Act such as State Financial Corporation Act, 1951 (LXIII)), the State Government of Madhya Pradesh exercising powers delegated to it under Rule 2(5) of Madhya Pradesh Government Guarantee Rules, 1976 has guaranteed repayment of principal amount of loan of Rs. _____ (Amount in Words) only taken by _____ (Name Of the Borrower) from _____ (Name of the lender), and payment of interest thereon together with other charges as under:

Amount of loan	
Rate of Interest	
Rate of Guarantee Fee	
Period of Guarantee	

In consideration of the promises and covenants herein contained, the parties hereto agree as follows:

- i. The Borrower will intimate the Department upon each drawal from the loan amount within 15 days from the date of disbursement;
- ii. The Borrower will intimate the Department of any default either of principal amount or interest amount within 15 days from the due date of such payment to the lender(s).
- iii. In the event of the Borrower coming to know in advance that it would not be able to pay the dues on due dates, the Borrower will keep the Department informed of such likely default;
- iv. The Department will have the right to nominate a Board Member in the management of the Borrower, if so desired by the Department;
- v. The Department will have a right to secure its interest through creation of a pari pasu first charge in favour of the Department on the immovable properties of the borrowing institution;
- vi. The Department will have powers to call periodical reports from the Borrower;
- vii. The Department will have the right to inspect the accounts of the Borrower by officials to be nominated by the Department;

- viii. The Department will have the right to deduct any payments made to the lenders in case of invocation of guarantee from the payments due from the Government to the Borrower;
- ix. The Department will have the right to deduct the guarantee fee, in case of non-payment, from the payments due from the Government to the Borrower.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement and a duplicate thereof as of the day, month and the year noted below:-

The common seal of the Borrower has pursuant to the resolution of its Board of Directors passed in that behalf on the _____ day of _____ month and year is affixed in the presence of Shri _____ Director and Shri _____ Director or the Secretary Shri _____ who have also signed these presents in token thereof.

Common Seal

(Signature)

(Signature)

Signed by Shri _____ for and on behalf of Finance Department, Government of Madhya Pradesh

(Signature)

(Dated)

