**DEED OF CONTINUING**

**GUARANTEE TO A BANK**

This Deed of Guarantee is Made Between

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd. having their offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Surety" which expression shall unless such an interpretation is contrary to the context, including its heirs and assigns) of the first part   
  
And   
  
The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, having its head-office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank" which expression shall unless such an interpretation is contrary to the context, including its heirs and assigns) of the second part.   
  
Whereas the M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal Debtor) having account with the Bank and Bank shall advance for the accommodation of the Principal Debtor.   
  
The Surety guarantees to the Bank for paying of all sums of money as due from Principal Debtor from time to time on the general balance of the said account subject to the agreements hereinafter contained.   
  
Now This Deed Witnesseseth and the party’s mutually so consent as follows:   
  
1. That the maximum liability of the Surety shall for all time be restricted to the sum of Rs. \_\_\_\_\_\_\_\_\_\_ with interest thereon @\_\_\_\_\_\_% per annum. The guarantee so given shall be a running guarantee, which shall not be considered satisfied either wholly or by part by paying at any time after it any sum of money for the time being as due upon such general balance as consented . But same shall be, per aforesaid stated limit, being security for all future sums at any moment as due after it.   
  
2. Neglecting or forbearing by the Bank in enforcing paying any moneys against the Principal Debtor, as intended to be hereby secured or granting of time for the payment thereof shall not in any case release the Surety of his liability under this guarantee.

3. That the guarantee herein before contained shall be ineffective on death of Surety unless within two calendar months of the death of Surety an express notice has been served by the Bank to the Surety’s representatives. It shall not be ineffective by any alteration in constitution of the Bank or in the constitution of the Principal Debtor.

4. That the Principal Debtor shall settled account with the Bank and conclusive evidence against the Surety on amount due on the stated account and surety can not questioned it.   
  
In Witness Whereof, the parties have executed this Agreement as of the date first above written.   
  
Bank Surety

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_   
  
Place:\_\_\_\_\_\_   
  
Witnesses:   
  
1.   
  
2.