

**AGREEMENT WITH THE CO-OPERATIVE BANK FOR PROVIDING
FACILITY/FACILITIES.**

THIS AGREEMENT is made at _____ on _____.

BETWEEN

_____ of the Schedule hereunder, and a branch office at _____, hereinafter referred to as "**the Co-operative Bank**", (which expression shall, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors) of the **ONE PART**;

AND

TJSB Sahakari Bank Ltd., a Scheduled Multi State Cooperative Bank and having its Registered Office at **TJSB House, Plot no. B-5, Road no.2, Wagle Industrial Estate, Thane 400 604** and a branch office inter alia at the place mentioned in Item No. 3 of the Schedule, hereinafter referred to as "**TJSB**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**

WHEREAS:-

- (i) TJSB is inter alia, an authorised dealer approved by the Reserve Bank of India ("**RBI**") under the provisions of the Foreign Exchange Management Act ("**FEMA**");
- (ii) As an authorised dealer TJSB provides various foreign exchange related facilities in the nature as specified hereinafter to its customers;
- (iii) The Co-operative Bank is a co-operative bank carrying on banking business at the address mentioned hereinabove;
- (iv) The Co-operative Bank is desirous of offering to its customers ("**Customers**") various foreign exchange related facilities, inter alia including facilities like (a) import letter of credit, (b) foreign currency cheque collections and (c) forward contracts for import LC facilities including guarantees, indemnities and/or other ancillary facilities pursuant to a request made by the Customers to TJSB in that behalf (hereinafter referred to as "**the Facility/Facilities**", as the case may be);
- (iv) However as the Co-operative Bank is not an authorised dealer / money changer, it is unable to provide such Facilities to its Customers;
- (v) In view of the above circumstances, the Co-operative Bank has approached TJSB to make available to the Customers of the Co-operative Bank various Facilities from time to time;
- (vi) As TJSB is not privy to information about the Customers, TJSB is agreeable to grant Facilities to the Customers of the Co-operative Bank inter alia, subject to the Co-operative Bank entering into this Agreement, performing its obligations hereunder including guaranteeing the obligations of Customers availing of Facilities from TJSB from time to time on the terms and conditions

hereinafter provided;

- (vii) In consideration of TJSB agreeing to provide the Facilities to the Customers, the Co-operative Bank is desirous of executing this Agreement, performing its obligations thereunder and guaranteeing the obligations of the Customers in respect of the Facilities on the terms and conditions more specifically hereinafter provided;
- (viii) The parties are desirous of recording the terms and conditions of their Agreement as under;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

ARTICLE 1 PROVISION OF FACILITIES

- 1.1. In consideration of the Co-operative Bank agreeing to perform its obligations and guaranteeing the obligations of the Customers (as hereinafter mentioned), TJSB hereby agrees to provide the Facility / Facilities to the Customers of the Co-operative Bank..
- 1.2. The Facility / Facilities which may be provided by TJSB from time to time shall include:
 - a) Import Letter of Credit Facility.
 - b) Forward contracts for Import Letter of Credit Facility.
- 1.3. At present and until further notification is received from TJSB in this regard, TJSB shall provide to the Customers of the Co-operative Bank the Facility relating to the Import Letter of Credit. The terms and conditions on which the Import Letter of Credit shall be made available to the Customers of the Co-operative Bank and the forms, applications, agreements and documents to be executed in respect thereof by the Customer and the Co-operative Bank are annexed hereto as Annexure - I hereto;

Upon TJSB deciding to provide any additional facilities, it shall intimate the same in writing to the Co-operative Bank. TJSB shall also attach to such writing the terms and conditions on which such additional facilities are made available to the Customers of the Co-operative Bank and the forms, applications, agreements and documents to be executed in respect thereof by the Customer and the Co-operative Bank shall be annexed to such letter. In the event TJSB is agreeable to provide such facilities on the terms and condition therein mentioned the Co-operative Bank shall sign a copy of such writing and forward the same to TJSB. Upon receipt of the same by TJSB, the said Facility Forms (as defined hereinafter) and the terms and conditions of the facilities shall be deemed to be annexed hereto and shall form part and parcel of this Agreement.

- 1.4. The forms, applications, agreements and documents relating to the terms and conditions of the aforesaid Facilities (as set out in the Annexure - I hereto or as may be deemed to be annexed from time to time to this Agreement pursuant to Clause [1.3] above) shall be referred to as “**Facility Forms**”. TJSB shall be entitled to make changes in the terms of the Facilities and in the formats of the Facility Forms applicable to any of the Facility/Facilities from time to time and all such altered / amended Facility Forms shall be deemed to be annexed to this Agreement. The Co-operative Bank shall keep itself and its Customers informed of all such changes.

- 1.5. TJSB shall not be bound to provide all or any of the Facility / Facilities hereunder to the Customers pursuant to the execution of this Agreement and the grant of all Facility/Facilities shall be subject to the internal policies of the management of TJSB and shall also accordingly be subject to review by TJSB from time to time. TJSB may, and in its sole and exclusive discretion withdraw or suspend the grant of any, some or all Facilities offered to the Customers of the Co-operative Bank for any reason whatsoever.
- 1.6. TJSB shall be entitled to and may from time to time prescribe and vary limits on aggregate Facilities provided to the Customers through the Co-operative Bank. (“the Limit”)
- 1.7. Without prejudice to the generality of Article 1.6. above, in case of the Import Letter of Credit Facility, the Limit as specified in Item No. 4 of the Schedule hereunder written would be the current limit for the purpose of Clause 1.6.

ARTICLE 2

MODE OF APPLYING FOR THE FACILITIES AND THE DUTIES OF THE CO-OPERATIVE BANK IN RELATION THEREOF

- 2.1. For the purpose of this Agreement, the Co-operative Bank shall duly appoint certain of its officers as authorised representatives of the Co-operative Bank. All documents and writings to be executed by the Co-operative Bank shall be executed by such authorised representatives only. The Co-operative Bank shall furnish to TJSB from time to time all supporting corporate and other approvals that may be required in this regard. Currently the Co-operative Bank has appointed the persons named in Annexure - II hereunder as the authorised representatives of the Co-operative Bank.
- 2.2. The Co-operative Bank shall keep itself apprised of the regulatory framework in respect of the Facility/Facilities. The Co-operative Bank shall inform all its Customers of all applicable regulatory (including without limitation exchange control regulations and FEDAI directions) in respect of the Facilities and shall ensure that the Customers conform with the same.
- 2.3. TJSB shall not be bound to consider any request of any of the Customer/s for the Facility / Facilities, unless such request is forwarded through the Co-operative Bank. The Co-operative Bank shall not forward any Application of a Customer for any Facility / Facilities, unless and until the Co-operative Bank has verified the credit worthiness of its Customers, the genuine nature of the Customer and the transaction, all documents in respect thereof (including without limitation all import license, invoices, all custom and exchange control related documents, etc. as may be required from time to time) and such other factors as are essential for the due performance by the Customer of its obligations in respect of the concerned transaction and/or facility. It is expressly agreed by the Co-operative Bank that a Customer to whom the Facility is sought to be offered by TJSB shall be customers of the Co-operative Bank as understood in common banking parlance and shall have been Customers of the Co-operative Bank for a period of at least six months prior to the date on which the Facility / Facilities are applied for. .
- 2.4. TJSB shall be entitled to rely on the verification of the Co-operative Bank and shall not be required to carry out any independent verification thereof.

- 2.5. The Co-operative Bank shall assist the Customer in completing the relevant Facility Forms. TJSB shall not be bound to consider any request for grant of any Facility unless the Facility Forms is/are complete in all respects and all enclosures and additional documents that are required to be submitted are duly submitted. All Facility Forms forwarded by the Customers shall be countersigned by the authorised representatives of the Co-operative Bank. Such counter signature by the Co-operative Bank shall signify that the Co-operative Bank has discharged its duties hereunder and has made all the proper verifications and confirmations and also to indicate that the Facilities granted pursuant to such countersigned Facility Form shall be governed by the terms and conditions of this Agreement. Failure to so countersign shall not discharge the Co-operative Bank from its liability hereunder.
- 2.6 In the event of TJSB recommending any modifications to the Facility Form/s or requiring any additional information or details, TJSB may forward the Facility Forms with the modifications suggested or with the additional information or details required, as the case may be, to the Co-operative Bank. The Co-operative Bank shall ensure that such details are provided or the relevant modifications are made, prior to resubmitting the revised Facility Forms. All revised Facility Forms shall be countersigned and submitted in the same manner as original Facility Forms. Failure to so countersign shall not discharge the Co-operative Bank from its liability hereunder.
- 2.7. It is hereby clarified and agreed between the parties hereto that TJSB may in its sole and exclusive discretion accept or refuse to accept any Facility Form and in the event TJSB rejects any Facility Form, it shall not be required to provide any reasons therefore.

ARTICLE 3 GUARANTEE

- 3.1 In consideration of TJSB granting all or any of the Facility / Facilities to the Customers of the Co-operative Bank, the Co-operative Bank hereby unconditionally and irrevocably guarantees to TJSB as under:
- (a) The Co-operative Bank guarantees to TJSB the payment of all dues of the Customer under the Facility / Facilities granted to the Customer by TJSB, which term shall include all credits, principal amounts, interests, charges, fees, commissions, discounting charges, all other service charges and other charges, (all guarantees and indemnities of TJSB in favour of third parties at the request of the Customer), penal interest, additional interest and all other dues (hereinafter collectively referred to as “**Dues**”);
 - (b) The Co-operative Bank guarantees to TJSB, the due performance by the Customer of all the obligations of the Customers under the Facility / Facilities obtained by the Customers from time to time.
- 3.2 The Co-operative Bank hereby expressly and irrevocably agrees with . TJSB that in the event of its Customer for any reason omitting, failing or defaulting in making due payment of the Dues or any part thereof, or failing in performing all or any part of its duties and/or obligations under all or any of the Facility/Facilities the Co-operative Bank shall forthwith on demand made by . TJSB pay to the . TJSB without any delay or demur the Dues in full together with all interest, additional interest, penal charges and all other sums due upto the date of payment.
- 3.3 The Co-operative Bank hereby agrees and confirms that:-
- (i) . TJSB shall be at liberty to consider and treat the Co-operative Bank as

principal debtor / principal obligant to TJSB under the Facility Forms of TJSB in respect of all payments guaranteed to TJSB under each Facility granted to the Co-operative Bank's Customers.

- (ii) The Co-operative Banks' liability hereunder is joint and several and is co-extensive with that of each of their Customers.
- (iii) The Co-operative Bank shall not be entitled to revoke this guarantee and this guarantee shall remain in force till all the Dues of all its Customers have been finally paid in full and this Guarantee shall survive the term and termination of this Agreement.
- (iv) This guarantee shall continue to be in full force even though the Customer may not have renewed any documents or acknowledged any Dues and even though the claim of the TJSB for the amounts due from the Customer becomes time barred and TJSB cannot recover the same from the Customer by filing a suit or any legal proceeding against the Customer.
- (v) This guarantee shall be in addition to, and not by way of any limitation of or substitution for, and shall not prejudice or be prejudiced by, any other guarantee or other security, whether by way of mortgage, charge, pledge, hypothecation, lien or otherwise, which TJSB may now or at any time hereafter have or hold from the Co-operative Bank, the Customer or any other party for all or any of the moneys thereby secured.

3.4 The absence or informality of borrowing powers on the part of any of the Customer/s and/or Co-operative Bank or any irregularity in the exercise thereof shall not affect the liability of the others, this guarantee and all amounts payable to TJSB and shall be deemed to be due and owing notwithstanding such absence, informality or irregularity.

3.5 It is hereby clarified and agreed between the parties hereto that in the event of any amount being due by the Co-operative Bank to TJSB under this Guarantee or otherwise, the Co-operative Bank shall forthwith make payment of the same on demand and in the event the Co-operative Bank fails to make payment within such date, then without prejudice to the other rights and remedies of TJSB, the Co-operative Bank shall be liable to pay interest on all such amounts due at such rates as may be stipulated by TJSB from time to time.

ARTICLE 4 INDEMNITY

4.1 In addition to and without prejudice to any indemnity given by the Co-operative Bank and/or the Customer to TJSB under any Facility/Facilities, the Co-operative Bank hereby unconditionally and irrevocably agrees and undertakes to indemnify and keep indemnified, save, harmless and defended TJSB in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by TJSB arising directly or indirectly from or in connection with:-

- (i) any breach of any of the terms and conditions of this Agreement;
- (ii) any non-performance or breach of any of the covenants of the Co-operative Bank hereunder;
- (iii) any failure by the Customer to comply with the provisions of the Facility / Facilities in accordance with the terms and conditions of the Facility Forms;
- (iv) any representation, warranty and covenant of the Customer in or under any Facility / Facilities being found to be incomplete, insufficient, incorrect, or false;
- (v) any claims, losses demands, actions, costs, expenses and liability whatsoever that may be suffered, incurred or sustained by TJSB as a result of or arising

from non-compliance with any statutory provision in law and/or business practice by either the Co-operative Bank or its Customer;

- (vi) any representations and warranties given by the Co-operative Bank and/or its Customer being found to be false or untrue in material respect;
- (vii) any information given or received by TJSB and/or the Co-operative Bank and/or its Customer via post, telex, facsimile (fax), and/or any other mode of communication being found to be incorrect or misleading in any respect;

4.2 The Co-operative Bank shall keep TJSB informed of all developments regarding such actions, claims, costs, damages, demands, expenses, losses and liabilities forthwith upon happening of any such developments and shall not dispute, compromise or otherwise deal with the same subject to the consent given by TJSB.

ARTICLE 5 FEE ARRANGEMENT

In consideration of Co-operative Bank providing the services hereunder in respect of the Facility/Facilities the Co-operative Bank shall be entitled to the fees as more particularly mentioned in the offer letter.

SET-OFF

- 6.1 In consideration of TJSB providing / agreeing to provide to the Customers the Facility / Facilities, the Co-operative Bank hereby agrees that TJSB may, without notice to the Co-operative Bank set off, transfer or apply all or any of the fees due by TJSB to the Co-operative Bank pursuant hereto or all or any monies, securities, deposits and other assets and properties belonging to the Co-operative Bank and in the possession of TJSB or from time to time standing to the credit of any current accounts and/or any saving account or any deposits / fixed deposits of the Co-operative Bank maintained with TJSB or standing to the credit of the funds drawing arrangement account maintained by the Co-operative Bank with TJSB pursuant to the agreement between the Co-operative Bank and TJSB in or towards the discharge and satisfaction of all sums of money which may become due or owing to TJSB by the Co-operative Bank pursuant to the guarantee for the obligations and the performance of the Customer under the Facility / Facilities (as more particularly described in Article 3 above), or towards any indemnity given by the Co-operative Bank to TJSB pursuant to this Agreement or towards any other dues of the Customers to TJSB or towards any other Dues, whether actual or contingent.
- 6.2. TJSB shall have a lien on all fees due by TJSB to the Co-operative Bank pursuant hereto or all or any amounts that may be standing to the credit of any current accounts and/or any saving account or any deposits / fixed deposits of the Co-operative Bank maintained with TJSB or standing to the credit of the funds drawing arrangement account maintained by the Co-operative Bank with TJSB pursuant to the agreement between the Co-operative Bank and TJSB for all sums payable by the Co-operative Bank as guarantor for the obligations and the performance of the Customer under the Facility / Facilities (as more particularly described in Article 5 hereunder), or towards any indemnity granted to TJSB by the Co-operative Bank pursuant to this Agreement or towards any other dues of the Customers to TJSB or towards any other Dues, whether actual or contingent.
- 6.3 All the aforementioned monies shall be free of all liens, charges, etc., save and except the liens and set-off mentioned hereinabove. TJSB may call upon the Co-operative Bank to deposit such monies and additional monies in accounts held by the Co-operative Bank with TJSB from time to time.

ARTICLE 7

CO-OPERATIVE BANK'S REPRESENTATIONS AND WARRANTIES

7.1 The Co-operative Bank hereby represents, warrants, covenants, agrees and confirms to TJSB as follows:-

7.1.1. That the Co-operative Bank has the power and authority to enter into this Agreement

7.1.2. That the Customers are and will be the customers of the Co-operative Bank as understood in common banking parlance.

7.1.3 That the Co-operative Bank has full power and authority to give the guarantee and provide the indemnities under this Agreement and has taken all the requisite action (including all corporate actions) and has obtained all such approvals as may be required for the purpose of executing this Agreement and as may be applicable to co-operative banks;

7.1.4 This Agreement has been executed in accordance with the constituting/incorporating documents of the Co-operative Bank and in accordance with all the aforementioned approvals and is a valid and binding obligation of the Co-operative Bank enforceable in accordance with its terms;

7.1.5 The audited results submitted by the Co-operative Bank reflect the true and fair financial position of the Co-operative Bank accurately and contain all material matters relating to the standing and the rating of the Co-operative Bank and the Co-operative Bank has disclosed all material facts and information which could in any manner influence the decision of TJSB to enter into this Agreement and to provide the Facility / Facilities to the Customers; and

7.1.6. This Agreement is in accordance with all regulatory guidelines in force and applicable to the Co-operative Bank.

7.2 All facts, statements and information disclosed by the Co-operative Bank are and shall continue to be true and shall not be false or misleading in any respect whatsoever.

ARTICLE 8

CO-OPERATIVE BANK'S COVENANTS

8.1 The Co-operative Bank hereby agrees, undertakes and confirms as under:

8.1.1 the Co-operative Bank shall keep itself informed of all changes in the Facility Forms, from time to time..

8.1.2 The Co-operative Bank shall exercise all care, diligence and integrity in identifying the Customers, verifying the details of transactions from time to time and discharging all other obligations under this Agreement

8.1.3. Prior to countersigning on any Facility Form, the Co-operative Bank shall verify the signature of the Customer .

8.1.4 The Co-operative Bank shall immediately notify TJSB in writing of the

occurrence of any event which may result in or which may give reason to believe that there may be a work stoppage, slowdown, labour dispute, strike, any labour related disruption or other impediment or disruption in the due performance of the obligations of the Co-operative Bank under this Agreement. The Co-operative Bank agrees that TJSB may in such an event in its discretion forthwith terminate this Agreement.

- 8.1.5 All Facility Forms, account opening documents and other materials forwarded by TJSB to the Co-operative Bank in relation to the Facility / Facilities and other items whatsoever which come into the Co-operative Bank's power or possession under, pursuant to or in connection with this Agreement or otherwise will remain the sole and absolute property of TJSB and the Co-operative Bank shall have no claim, lien, right of retention, sale or set-off or other right, title or interest therein or thereon for any reason whatsoever; and upon demand by TJSB and/or upon expiry / termination of this Agreement the Co-operative Bank shall forthwith deliver / return the same to TJSB.
- 8.1.6 The Co-operative Bank and its personnel shall at all times conduct itself / themselves within the parameters of law and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the Co-operative Bank and the person committing the offence shall be liable; and TJSB shall not be directly or vicariously liable for the same. The Co-operative Bank shall comply with all foreign exchange laws and/or the laws applicable to the Facility / Facilities prevailing and as applicable from time to time.
- 8.1.7 The Co-operative Bank shall forthwith intimate to TJSB in writing if any of the following events occur:
- i) any change in the constitution of the Board of Directors of the Co-operative Bank;
 - ii) any material increase in the value of non-performing assets from the value indicated in the audited balance sheet of the Co-operative Bank provided by the Co-operative Bank to TJSB prior to the execution of this Agreement. For the purpose of this clause the term material shall mean a variation of 5% or in excess thereof;
 - iii) any change in the rating assigned to the Co-operative Bank,
- 8.1.8 The Co-operative Bank shall also maintain and provide to the officers of TJSB all documents that are mandatorily required to be maintained by TJSB in accordance with UCPDC 500, URC 525, URR 525, or as may be modified from time to time and under foreign exchange laws and/or any other applicable law, rules, regulations and guidelines from time to time.
- 8.1.9 The Co-operative Bank hereby agrees and gives consent for the disclosure by TJSB of all or any such,
- i) information and data relating to the Co-operative Bank;
 - ii) the information or data relating to any credit facility availed of/ to be availed, by Co-operative Bank, and
 - iii) default, if any, committed by the Co-operative Bank, in discharge of its such obligation,

as the bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.

8.1.10 The Co-operative Bank declares that the information and data furnished by it to the Bank are true and correct.

8.1.11 The Co-operative Bank undertakes that :

(a) the Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) the Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

ARTICLE 9 TENURE OF THE AGREEMENT & TERMINATION

9.1 This Agreement shall commence on the execution of this Agreement and would be subject to review by TJSB on a yearly basis. Provided that in the event of any breach or non-fulfilment of any of the terms and conditions of this Agreement or if any representation or warranty made by the Co-operative Bank is found to be untrue, false or misleading, TJSB may in its sole and exclusive discretion forthwith terminate this Agreement by giving a written notice to that effect to the Co-operative Bank.

9.2 Subject to Article 9.1 above, either party to this Agreement may terminate this Agreement by giving the other party a notice in writing terminating this Agreement, which termination shall take effect after 30 days of receipt of the notice.

9.3 It is hereby expressly clarified that notwithstanding the termination of this Agreement, all executed Facility/Facilities granted to Customers prior to the receipt of the notice of termination shall continue and the obligations in relation thereof pursuant to this Agreement shall be duly performed.

9.4 The termination of this Agreement shall not affect any rights and obligations created prior to such termination.

ARTICLE 10 ASSIGNMENT AND SUB-CONTRACTING

10.1. The Co-operative Bank shall itself perform its obligations under this Agreement and shall not assign or sub-contract any of its rights and obligations under this Agreement except with the prior written permission of the Bank.

10.2 The Co-operative Bank shall not be entitled to sell, assign or transfer all or any of its rights, benefits and / or obligations under this Agreement to anyone else. TJSB may at any time, without any consent of or further reference to the Co-operative Bank assign and/ or transfer all or any of its rights, benefits and / or obligations under this Agreement to any other person/s, companies, firm/s, bank/s and/or financial institution/s and/or obtain risk / financial participation in the Facility/Facilities from any other person/s, companies, firm/s, bank/s or financial institution/s and the same shall be binding on the Co-operative Bank.

11.1 All notices required or provided for by this Agreement shall be given in writing by registered post or personally delivered or transmitted by telex or facsimile or

delivered by reputable courier and shall be forwarded to the parties at the respective addressees mentioned in the Schedule to this Agreement or such other addresses as may be notified to the parties hereto from time to time. All notices shall be deemed to be received only upon actual receipt thereof. Provided that when such a notice is sent by telex or facsimile, a copy of the notice is simultaneously sent by reputable courier forthwith.

- 11.2 The parties hereto expressly agree that TJSB shall not be obliged to act on any communication, notice, Facility Form, letter, document, writing, application (for the sake of convenience referred to as “**Communication**”) in respect of any of the Facility / Facilities granted / to be granted to the Customers, unless the same has been forwarded to TJSB by the Co-operative Bank. For the purpose of the above clause, the words “**actual receipt**” in respect of all such Communications shall mean actual receipt by TJSB. In the event TJSB is desirous of forwarding any Communication to the Customers, TJSB shall be deemed to have duly forwarded the same, if the same is forwarded to the Co-operative Bank. In respect of such Communications the words “**actual receipt**” shall deem to include actual receipt by the Co-operative Bank. All Communications received by the Co-operative Bank shall be deemed to have been received by the Customers of the Co-operative Bank. TJSB reserves the right to reject any such Communication forwarded by the Customer directly to TJSB in its sole and exclusive discretion and such Communication shall have the effect as if no such Communication has been received by TJSB.
- 11.3 In discharging its functions hereunder the Co-operative Bank shall ensure that the Co-operative Bank acts in a prompt, diligent and efficient manner and shall not delay any Communication of its Customers and in the event of any delay, loss or failure to deliver any Communication either from the TJSB to the Customer or vice versa, the Co-operative Bank shall be solely responsible for the same and shall also indemnify TJSB from any loss caused thereby.
- 12.1 No failure on the part of either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

Unless otherwise stated expressly or by implication, this Agreement shall be modified only by an instrument in writing duly executed by both the parties.

The parties to the Agreement expressly agree that all or any disputes arising out of or in connection with this Agreement and/or the operation and/or use of the Facility/Facilities shall be subject to the exclusive jurisdiction of the courts of the place specified in item no. 5 of the Schedule hereunder written.

ARTICLE 15

MISCELLANEOUS

- 15.1. The Co-operative Bank shall be entitled to carry out and render any of the duties and obligations hereunder through only those notified branches as informed by it to TJSB in writing and in advance.
- 15.2 This Agreement shall be a master and a continuing agreement in respect of the Facility / Facilities and all the rights, powers and remedies hereunder shall apply to all obligations of the Co-operative Bank to . TJSB pursuant to or in relation to the Facility / Facilities, including those arising under successive Facilities which shall either continue existing obligations, increase or decrease them from time to time or create new obligations after any or all prior obligations have been

satisfied, and notwithstanding the incapacity, or bankruptcy of the Co-operative Bank, or any other event or proceeding affecting the Co-operative Bank.

- 15.3 All costs (including costs between Advocate and client), charges, expenses, taxes, (including interest tax) duties (including stamp duties) in relation to this Agreement and any document executed pursuant hereto and in relation to the creation, enforcement, realisation and or attempted enforcement/ realisation of the security shall be borne and paid by the Co-operative Bank alone.
 - 15.4 All statements of account sent by . TJSB or by any other authorised representative of . TJSB to the Co-operative Bank shall be final and binding on the Co-operative Bank as conclusive proof of the correctness of any sum claimed to be due from it.
 - 15.5 The Co-operative Bank shall execute in favour of. TJSB or any nominee of. TJSB any further / additional / fresh deeds/documents etc. whenever required by TJSB to do so.
 - 15.6 All schedules, Annexure to this Agreement, schedules to Annexure issued by TJSB from time to time shall be deemed to be an integral part of this Agreement.
 - 15.7 All guarantees and/or indemnities given by the Co-operative Bank shall survive the expiry or termination of this Agreement.
 - 15.8 This Agreement shall be enforceable against the Co-operative Bank notwithstanding any negotiable instrument and/or security that may be outstanding or available.
- 15.9 Article headings are inserted for convenience and for the purpose of reference only and shall not be deemed to affect the interpretation of this Agreement or of any Article or clause.

SCHEDULE

1. Place and date of the Agreement : MUMBAI.
2. Name of the Co-operative Bank :
Central Admn. Office / Principal Office Address of the Co-operative Bank

Address of the branch office of the Co-operative Bank:
Same as Above.
3. Address of Branch office of TJSB:
4. Limit for Import Letter of Credit: Rs _____ /-
5. Place of jurisdiction: Thane

SIGNED AND DELIVERED by the
withinnamed Co-operative Bank

through the hand of its
MR./MS.
in the presence of:

SIGNED AND DELIVERED by the
within named Bank
TJSB Sahakari Bank Ltd.
through the hand of its