

Annex II
Form of Agreement

DAD 297
Para 7.50

Form of agreement to be obtained from the Principal
Office of the scheduled bank for borrowings in respect
of bank finance for exports of goods (to be stamped as an
agreement in accordance with the law in force in each state)

The Reserve Bank of India

Dear Sirs,

In consideration of your agreeing to make from time to time, under section 17(3A) of the Reserve Bank of India Act, and on the terms and conditions contained in the Memorandum attached to the circular DBOD.No.BM.78/C.297(M)-69 dated the 20th January 1969 advance in your discretion but not in any event exceeding the sum (exclusive of interest) of Rs..... for which amount we have delivered to you a demand promissory note in your favour carrying interest at the rate hereinafter mentioned, which advances shall be repayable on demand and shall be made upon declaration in such forms as may be prescribed by you. We agree as follows:

- (1) The balance of the said advances at any time outstanding shall be repayable by us to you on demand.
- (2) Each drawal of advances under this agreement shall have a maturity period not exceeding 180 days and shall be repayable by us within the said period.
- (3) Interest shall be payable by us to you at such rate as may be notified by you from time to time, with monthly rests and the amounts of such interest calculated on the daily balances may be debited to the account of the said advances at the end of each respective month or earlier when the balance outstanding is wiped out. It shall be open to you to reimburse yourself with the amount of interest so debited by charging the same to our current account with you.
- (4) We agree that in default of payment by us under the terms of clauses (1) and (2) hereof, you may, but without any obligation on your so to do, debit our current account with you for the amount due by us on account of the loan of advance granted in terms of Section 17(3A) of the said Act.
- (5) We agree and undertake that the loan or advance granted by us to exporters or other persons eligible for refinance in order to enable them to export goods from India and drawn and outstanding at any time shall not be less than the outstanding amount of the loan or advance obtained by us from you. We further agree to maintain in your favour such margin as you may from time to time prescribe so that the shortfall in the margin stipulated therein, we shall forthwith on demand by you reduce the balance due to you by a cash payment so as to make good the amount of margin required to be maintained.

(6) We further agree that we will from time to time, while these advances continue and whenever required by you to do so furnish you with such information regarding the outstanding in the advances made by us in respect of export of goods eligible for refinance and true reports in such as you may prescribe regarding the solvency of the borrowers and agree to advise you promptly of any change in the position of any such borrower which can be reasonably be considered to affect our security.

(7) We hereby agree to execute on demand such documents as may be required by you to create in your favour an overall charge on our book debts represented by the advances made by us in respect of export of goods eligible for refinance or to vest in you such security as are specified by you so as to render the same readily saleable or transferable by you at any time.

(8) We agree and undertake to pay interest at such higher rate as you may decide, in the following cases; where

- (a) Export Credit Refinance utilisation is in excess of the limit allowed,
- (b) Refinance limits are calculated or reported wrongly,
- (c) Drawals remain outstanding beyond 180 days on account of insufficient fund in our account
- (d) There is long delay in reporting about the excess or irregular utilisation by us for the period of delay.

(9) We also agree that this agreement and said demand promissory note for Rs..... shall operate as a continuing security for the said advance notwithstanding the existence of a credit balance at any time or any partial payment or fluctuations of accounts or withdrawal of any part of the security.

Yours faithfully

For and on behalf of
(Name of the schedule Bank)
(Signature of authorized official)
(Designation).

(On the letter head)

**DEMAND PROMISSORY NOTE
(Export Credit Refinance Facility)**

On demand, we, (Bank's Name), promise to pay to the Reserve Bank of India or order the sum of Rs..... (Rupees)
with Interest at repo rates as announced by Reserve Bank of India for export credit refinance facility at the time of full repayment or at monthly rests whichever is earlier for value received.

Place:

For and on behalf of.....

Date:

(2 Signatories & revenue stamp)
Names & Designation of both signatories

Specimen of Board Resolution

A copy of the Board Resolution No. Passed at the meeting of the board held on

"Resolved -

- (i) that the bank to borrow from the Reserve Bank of India in terms of Pre-shipment Credit Scheme and/or Export Bills Credit Scheme under Section 17(3A) or the Reserve Bank of India Act 1934 upto the limit that may be approved and upon such terms and conditions as may be imposed by the Reserve Bank of India from time to time;
- (ii) that the following officers of the bank be and are hereby severally empowered to execute and furnish the necessary agreements, loan documents, declarations, statements and certificates on behalf of the bank for the purpose of availing of the above mentioned facilities from the Reserve Bank of India and such other instruments and documents as may be required by the Reserve Bank of India in this behalf.

Date:

The Reserve Bank of India
Deposit Accounts Department
Mumbai-400 001

Dear Sir

With reference to the Agreement dated we agree that in consideration of your agreeing to increase the limit of Rs.....(.....) specified therein to a fresh limit of Rs..... (Rupees) for which amount we have delivered to you a consolidated demand promissory note, carrying interest at p.a. with monthly rests, all the terms of the said agreement shall apply to and in relation to the fresh limit of and the consolidated demand promissory note for Rs..... (Rupees) and the advances thereunder, as they apply to and in relation to the limit of and demand promissory note for Rs..... (Rupees) and the advances thereunder.

Yours faithfully,

For and on behalf of
(Name of the scheduled Bank)