

## **LETTER OF LIEN AND SET OFF**

To  
The General Manager  
Vidyasagar Central Co-op. Bank Ltd., Midnapore

Dear Sir,

From time to time at your absolute discretion to me / us or to .....  
at my / our request and also other advances or credit or accommodation that you may make from time to time to me / us or to any body else at my / our request. I / we hereby give you a lien on all stocks securities and cash belonging to me / us and which are now or may hereafter be held by you or be in your custody on my / our account for the general outstanding balance of any and every loan, current overdraft cash credit or other accounts or accounts whatsoever with you and in respect of hereof I / we am / are / or may become liable to you as borrower's and guarantor/s or otherwise and whether solely and jointly with other including Bank charges, commissions, cost charges and expenses incidental to the said account or accounts and / or this security and interest at your usual rate or rates on similar account or accounts or at such other rate as may be fixed by you from time to time in respect of the said account or accounts and or I / we authorised you on non payment by me / us to you on demand of the aforesaid advances or it whenever the value of the said securities held by you or in your custody does not exceed my / our indebtedness. If it is not made up to that amount of demand to realise in such manner as you may think fit all or any part of the securities without further notice to me / us and you shall be entitled to attach for the said securities whatsoever stamps if any as may be required for making them valid in law or for effecting such realisation and do apply the proceeds after deduction of the cost and expenses incurred by you in that behalf towards satisfaction of my/our indebtedness to you crediting my/our account or accounts with the balance if any and in case of any deficit in the amount recovered out of the said securities and your dues from / us. I / we shall remain liable to make good the same and I/we authorise you at my/our expense to collect and receive and give receipts for realisation of loan with interest in relation to the said securities and apply the same towards satisfaction of my/our indebtedness to you as aforesaid and I/we undertake to execute and do all assurance and acts which may be necessary to effectuate the securities and such realisations and pay all stamp duty incidental there to and I / we further agree and declare that this security shall both as to my/our past and future indebtedness ensure for the benefit of any concern with which you may be incorporate by absorption, amalgamation or otherwise and also for the benefit of your assigns and I/we further declare that you will be at liberty to repledge or create any other security overall or any part of the said securities. The security will be continuing security notwithstanding any partial payments or any part of the said securities are my/our absolute property at my / our sole disposal and free from any charge or encumbrance and that all further securities hereunder shall be likewise my/our unencumbered disposable properties and if an whenever the securities are held for my/our liability for any third party's obligation to you, you shall be free without reference to me/us to deal with the principal debtor and any securities obligations or decrees and generally to act if I/we were primarily liable and the any the provisions and your General Guarantee

form in use for the time being to the full extent applicable here to shall be deemed incorporated here in and any notice by way of request demand or otherwise hereunder any be given by you to me/us or any of us personally or may be left at the then or last known place of business or residence in India of me/us or any of us addressed to me/us or any of us or may be sent by post to me / us or any of us addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by a messenger that the envelope was so posted shall be conclusive. If by reason of absence from India or otherwise I/we or any of us can not be given any such notice the same if inserted once as an advertisement in a news paper circulating in the District where last known address is situated shall be deemed to have been effectually given and received on the day on the day on which such advertisement appears.

**Yours faithfully,**

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Borrower/Gurantor**

**Witness:**

1) \_\_\_\_\_  
(Signature in full)

S/o \_\_\_\_\_

Vill. \_\_\_\_\_ P.O. \_\_\_\_\_

Dist.: \_\_\_\_\_

2) \_\_\_\_\_  
(Signature in full)

S/o \_\_\_\_\_

Vill. \_\_\_\_\_ P.O. \_\_\_\_\_

Dist.: \_\_\_\_\_