

Phone No:
Sold To/Issued To:
Soham Satish Moi
For Whom/ID Proof:
Self

SMT. D. PADMALATHA
SVL NO: 16-62/34/2011
H.NO: 2-108/4/26
TILAK NAGAR, BALLARIKUNTA
HYDERABAD-500044

TELANGANA
GOVT

भारत INDIA
INDIA NON JUDICIAL



सत्यमेव जयते
भारतीय गैर न्यायिक



OCT-28-2022 21:19:29

₹ 0000200/-

ZERO ZERO ZERO ZERO TWO ZERO ZERO

Agreement
38156091666991969658-00026953
3815609 19/2013

CCD17

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at Md on 28/11/2022 by

1. Mr/Mrs. SOMKJ Realty Pvt Ltd aged about _____ years
wife/son/daughter of _____ residing at
5-2-223 Gokul Distillery Ponkaseendrabad Md-500003
2. Mr/Mrs. SHARATH Kumar Jayanthilal Kadake aged about _____ years
wife/son/daughter of _____ residing at

3. Mr/Mrs. soham satish modi aged about _____ years
wife/son/daughter of _____ residing at

4. Mr/Mrs. Rajesh Jayanthilal Kadake aged about _____ years
wife/son/daughter of _____ residing at

5. Mr/Mrs. _____ aged about _____ years
wife/son/daughter of _____ residing at

(hereinafter referred to as the "Guarantors" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/claiming title there under)

IN FAVOUR OF

AXIS Bank Ltd., a company incorporated under the Companies Act, 1956 and having its registered Office at "Trishul", 3rd Floor, Opposite Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006 and among other places a branch at _____ (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

WHEREAS

- a) SOMKJ REALTY PVT LTD. (name of the Borrower)
having his/her/its office at 5-2-223, DISTILLERY ROAD, SECUNDERABAD-500003. (herein referred as the "Borrower") has requested the Bank to lend and advance Credit Facilities aggregating to Rs _____ (Rupees _____) (hereinafter referred to as "Credit Facility") for the purpose of _____.
- b) The Bank has granted/agreed to grant/continue to grant the advance to the Borrower the said Credit Facility on the terms and conditions contained in the sanction letter ref. no. _____ dated _____ (hereinafter referred to as the "Sanction Letter") and the various documents obtained/to be obtained entered into between the Borrower and the Bank. (hereinafter referred to as the "Facility Documentation")
- c) One of the terms on which the said Credit Facility was agreed to be granted by the Bank to the Borrower was that the said Credit Facility would, inter alia, be secured by an unconditional and irrevocable guarantee of the Guarantors, being these presents.



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- d) The Guarantors, at the request of the Borrower and in consideration of the Bank having extended/agreed to extend/continue to extend the said credit facility to the Borrower on the representation of the Borrower, have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

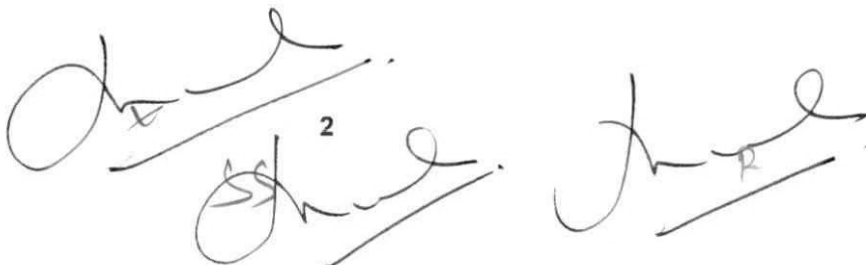
In consideration of the Bank extending the Credit Facility to the Borrower, the Guarantors hereby unconditionally, absolutely and irrevocably guarantees to and agrees with the Bank as follows:

1. The Bank shall have the sole discretion (i) to make disbursement(s) and/or interim disbursement(s) out of the Credit Facility; and/or (ii) to lend and advance to the Borrower, the said Credit Facility at such time, on such conditions and in such manner as the Bank may decide.
2. The Guarantors shall ensure that the Borrower shall duly and punctually repay the said Credit Facility together with all interest, liquidated damages, premium on prepayment or on redemption, costs, expenses and other monies in accordance with the Facility Documentation and perform and comply with all the other terms, conditions and covenants contained in the said Facility Documentation
3. In the event of any default on the part of the Borrower in payment/repayment or any of the monies referred to above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Facility Documentation, the Guarantors unconditionally and irrevocably undertakes to pay the Bank forthwith on demand without protest or demur and without proof or condition shall, upon demand, forthwith pay to the Bank all the amounts payable by the Borrower under the Facility Documentation together with interest . at the rate mentioned below on the amounts so demanded from him in the event of any delay in their making the payment to the Bank in terms of the notice of demand issued in this behalf by the Bank.

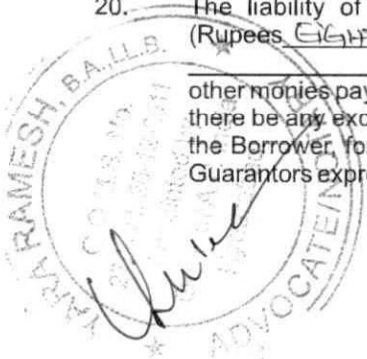
Credit Facility (Rs.)	Rate of Interest
RS 8,25,00,000/-	8.50%

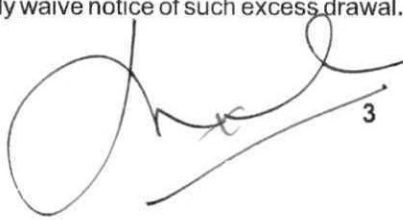
4. The Guarantors shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantors for recovery of the monies due under the Facility Documentation.
5. The Guarantors agrees that without the concurrence of the Guarantors, the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Facility Documentation and of the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the Credit Facility and/or payment of interest and other monies payable by the Borrower to the Bank on the such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Bank to secure the said Credit Facility. The Guarantors agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantors is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.
6. The Bank shall have full liberty, without notice to the Guarantors and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Facility Documentation to enforce or forbear to enforce payment of the Credit Facility or any part thereof or interest or other monies due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower AND the Guarantors shall not be released by the exercise by the Bank of their liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors AND the Guarantors waives in favour of the Bank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantors might otherwise be entitled to enforce.

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7. This Guarantee shall be enforceable against the Guarantors jointly and severally notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favour of the Bank shall, at the time when the proceedings are taken against the Guarantors under the Guarantee be outstanding or unrealised or lost.
8. The Guarantors agrees and gives consent to the sale, mortgage on prior, pari-passu or first charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of the assets of the Borrower. The Guarantors declares and agrees that no separate consent for each such transfer, mortgage, release or lease of any of such assets would be necessary in future.
9. The Guarantors agrees and declares that the Borrower will be free to avail of further loan or other facilities from the Bank or any other financial institution or Bank in addition to the Credit facility and/or to secure the same during the subsistence of this Guarantee and in that event the Guarantee herein contained will not be affected or vitiated in any manner whatsoever but will remain in full force and effect and binding on the Guarantors.
10. The rights of the Bank against the Guarantors shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantors/Borrower from liability and notwithstanding that any time hereafter the other Guarantors may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantors of their obligations hereunder to the same extent in all respects as if the Guarantors had at all times been solely liable to perform the said obligations.
11. To give effect to this Guarantee, the Bank may act as though the Guarantors were the principal Borrower to the Bank for all payments guaranteed by him as aforesaid to the Bank.
12. The Guarantors declares and agrees that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as any monies remain due and payable by the Borrower to the Bank under the Facility Documentation.
13. The Guarantors agrees and confirms that the Bank shall be entitled to adjust appropriate or set-off all monies held by the Bank to the credit of or for the benefit of the Guarantors on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantors under these presents.
14. The Guarantors shall not in the event of the insolvency of the Borrower prove in competition with the Bank in the insolvency proceedings.
15. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantors of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought under this Guarantee against the Guarantors.
16. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantors and operative until repayment in full of all monies due to the Bank under the Facility Documentation and the Bank issues a certificate in this regard.
17. This Guarantee shall be irrevocable and the obligations of the Guarantors hereunder shall not be conditional on the receipt of any prior notice by the Guarantors or by the Borrower and the demand or notice by the Bank as provided in this Guarantee hereof shall be sufficient notice to or demand on the Guarantors.
18. The liability of the Guarantors under this Guarantee shall not be affected by:-
 - (i) any change in the status of the Borrower by reason if he being declared insolvent; or
 - (ii) any change in the constitution of the Bank/Guarantors.
19. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the said Credit Facility together with all interest, premium on prepayment or on redemption, costs, expenses and other monies that may from time to time become due and payable and remain unpaid to the Bank under the Facility Documentation.
20. The liability of the Guarantors hereunder shall be to the extent of Rs. 8,25,00,000/-
(Rupees EIGHT CRORES TWENTY FIVE LAKHS ONLY) plus all interest, premium on prepayment or on redemption, costs, expenses and other monies payable by the Borrower to the Bank under the Facility Documentation or any other letter or deed. Should there be any excess drawings of the said Credit Facility by the Borrower over and above the initial limit sanctioned to the Borrower, for any reason whatsoever, the Guarantors shall be liable for the entire amount outstanding and the Guarantors expressly waive notice of such excess drawal.



- Bank and guaranteed by the Guarantors and
3. default, if any committed by the Guarantors in discharge of Guarantors's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The Guarantors declare that the information and data furnished by the Guarantors to the Bank are true and correct.

The Guarantors undertake that –

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and other agency so authorized 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 of India in this behalf.

The Guarantors have executed the Deed of Guarantee at the place and date herein above-mentioned

- 1.
- 2.
- 3.
- 4.
- 5.



Yara Ramesh 28/10/2022
NOTARY ATTESTED
YARA RAMESH,
Advocate/Notary
G.O.M.S. No: 2744, dt: 28-12-2011
Appointed by Govt. of A.P. India.
H.No. 1-3-252/19/50 & 109, East Persigutta,
Rammagar, Hyderabad.
Cell: 9440730474

[Signature]

[Signature]

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