

Phone No:  
Sold To/Issued To:  
Ramesh  
For Whom/ID Proof:  
AMTZ M 801 Pvt Ltd



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Agreement  
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3815332 47/2012

## DEED OF GUARANTEE

Deed of Guarantee having Reference No. \_\_\_\_\_

THIS GUARANTEE AGREEMENT ("**Guarantee**") executed by the person as more particularly mentioned in the Schedule I Part A (hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

IN FAVOUR OF

ADITYA BIRLA FINANCE LTD. a company within the meaning of the Companies Act, 1956 (1 of 1956), having Corporate Identity Number as provided in the Schedule I Part C and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat – 362266, India, (hereinafter referred to as "**LENDER**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

### WHEREAS:

The person more particularly described under the Schedule I Part B (hereinafter referred to as "**the Borrower**" which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its heirs, administrators, executors, legal representatives, successors and assigns, as applicable<sup>1</sup>), has availed from Lender under such facility a sum as more particularly described in Schedule I Part C and under such other facility a sum as more particularly described in Schedule I Part C (The said sums together hereinafter referred to as "**Facility/ies**") on the terms and conditions contained in their respective Facility Agreements as more particularly mentioned in the Schedule I Part C (hereinafter to be referred to as "**Facility/ies Agreement(s)**")<sup>2</sup>.

1. The Guarantor is aware of the up to date dues of the Borrower payable to Lender under the terms of the Facility Agreement(s) and unconditionally admits and acknowledges the same.

<sup>2</sup> **Comment:** This should be filled depending on the number of facilities being provided.

2. Further, at the request of the Borrower, the Guarantor has agreed to guarantee repayment of all the dues of the Borrowers payable to Lender under the aforesaid Facility/ies.
3. The Guarantor has represented to Lender that it has all the authorities and approvals to stand as a Guarantor for the dues of the Borrower, that there is no restriction or bar on the Guarantor doing so and that by standing as Guarantor it is not contravening any law or agreement.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. That the Borrower shall duly and punctually pay to Lender the combined principal amount of the Facility/ies as more particularly described in Schedule I Part C together with the interest rate, default rate of interest, additional interest in the event of delayed payment plus interest tax with monthly rests, premia on prepayment, liquidated damages, fees, costs, charges, expenses, losses, claims and all other monies payable under or in respect of the above referred Facility/ies extended to the Borrower by Lender, as more particularly set out in the said Facility Agreement(s) ("**Obligations**").
2. That if the Borrower commits any default in payment on the due dates of the principal amount or interest and additional interest or any of the Obligations or part thereof as mentioned in the Facility Agreement(s) or on the occurrence of an Event of Default, I/we shall [jointly and severally]<sup>3</sup>, forthwith on demand without demur or dispute pay/repay to Lender [at Mumbai]<sup>4</sup> the Obligations and also together with all costs, charges and expenses, legal or otherwise which Lender may incur or be put to howsoever by reason of omission, failure or default, temporary or otherwise, in such payment by the Borrower or by myself/us including costs (as aforesaid) of enforcement or attempted enforcement or payment by suit or otherwise or by sale or realisation or attempted sale or realization of any security/asset for such Facility/ies as aforesaid or otherwise howsoever or any costs, charges or expenses which Lender may incur by being joined in any proceeding to which Lender may be made or may make itself a party either with or without others in connection with any proceedings or action.
3. That I/we hereby confirm that I/we know and am/are aware and have understood the terms and conditions of the above referred Facility/ies, and I/we do hereby, as a separate and additional obligation, [jointly and severally]<sup>5</sup>, agree, undertake and covenant to indemnify and keep indemnified Lender against any loss or damage or claim caused to or suffered by or made against Lender by reason of default by or due to any breach by the Borrower of the terms and conditions of the above referred Facility/ies or due to any act of omission or commission by me/us under the terms of this Guarantee or otherwise.
4. [In the event of failure of the Guarantor/s to make payment as stated above, the Guarantor/s shall pay additional interest at the rate as mentioned in the Sanction Letter till receipt of the aforesaid amounts by Lender to its satisfaction, in addition to the default interest required to be paid by the Borrower as specified in the Facility Agreements.]<sup>6</sup>

<sup>3</sup> **Comment:** This shall be applicable in the case of more than one guarantor.

<sup>4</sup> **Comment:** In case payment is to be made in any other jurisdiction, please specify.

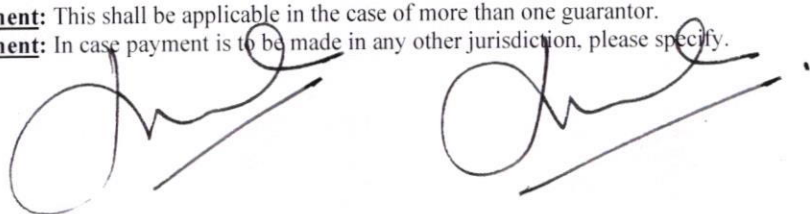
<sup>5</sup> **Comment:** This shall be applicable in the case of more than one guarantor.

<sup>6</sup> **Comment:** This clause is applicable only in case a separate default interest is applicable to the Guarantor.

5. That a demand in writing from Lender, save for manifest error, shall be final and binding and be conclusive evidence and proof that the Borrower has committed a default and any account settled or stated between Lender and the Borrower or admitted by the Borrower shall be conclusive evidence against me/us of the balance or any amount thereby appearing due from the Borrower to Lender and shall not be disputed or questioned by me/us.
6. That Lender shall be at liberty to hold or take any other securities or guarantee in addition to this Guarantee, and other security and/or guarantee(s), if any, held or to be held by Lender and this Guarantee is independent and distinct from any such security that Lender has taken or may take in any manner whatsoever.
7. That Lender shall be under no liability to marshal in my/our favour any securities or any of the funds or assets which Lender may be entitled to receive or upon which Lender has a claim. The Obligations under this Guarantee can be enforced by reaching out to the [respective]<sup>7</sup> assets of the Guarantor/s. The present list of assets of the Guarantor(s) is as listed in Schedule II.
8. That I/we shall create/ provide security/ other contractual comforts as may be considered appropriate by Lender in favour of Lender or an agent nominated by Lender in such manner and form as Lender may, in its sole discretion, think fit. In the event the security/ contractual comforts furnished by the Guarantor/s is found to be insufficient/ incorrect in value I/we shall furnish additional security/ contractual comforts as may be required by Lender.
9. That to give effect to this Guarantee, Lender is and shall be at liberty to act as though I/we the Guarantor/s was/were the principal debtor/s to Lender for all payments guaranteed by me/us hereunder to Lender, and I/we waive in favour of Lender all or any of my/our rights as Guarantor/s so far as may be necessary to give effect to the provisions of this Guarantee. I/we hereby also waive all the rights available to myself/us under section 132, 133, 134, 135, 137, 138, 139 and 141 of the Indian Contract Act, 1872 and shall not be entitled to the benefit of subrogation to the security/ies held by Lender until the Obligations are fully repaid and also if the same Guarantee guarantees any other indebtedness of the Borrower.
10. The Guarantor/s agree/s that any extension or accommodation of time given in relation to the payment/repayment of the Obligations shall not extend to the Guarantor/s and shall in no manner discharge the Guarantor/s of its/their obligations under the Guarantee.
11. That Lender shall be at liberty to proceed against or sue the Borrower or me /us and Lender shall be entitled to proceed against me/us in the first instance if Lender desires to do so and I/we bind myself/ourselves to pay, without demur or dispute, at the office of Lender at [Mumbai]<sup>8</sup> on demand the amount due on any judgment that Lender may obtain against the Borrower and/or me/us with costs thereon in addition to all monies guaranteed by me/us and payable hereunder.

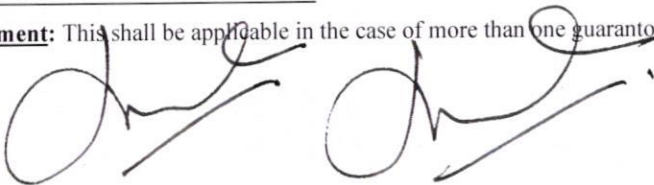
<sup>7</sup> **Comment:** This shall be applicable in the case of more than one guarantor.

<sup>8</sup> **Comment:** In case payment is to be made in any other jurisdiction, please specify.



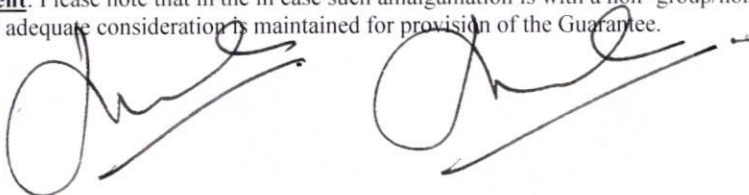
12. That this Guarantee shall be enforceable against me/us, notwithstanding that any post-dated cheques, negotiable instruments, security, collateral, guarantee and/or credit comforts shall be outstanding at the time when the proceedings against me/us shall be taken.
13. That this Guarantee shall not be avoided, released or affected by variation, modification or deletion of any of the terms and conditions regarding or pertaining to the Facility/ies as aforesaid and granted by Lender to the Borrower or by Lender giving time to the Borrower or any other obligor for payment of any sums due from the Borrower or making a composition with the Borrower or granting any indulgence to the Borrower, or by the transfer, release or lease of any of the assets of the Borrower by Lender, and I/we hereby give my/our consent and permission to Lender to vary, modify or delete any of the terms or conditions regarding or pertaining to the Facility/ies, if Lender so desires and no further consent of any of the Guarantor/s will be required.
14. That this Guarantee shall remain in full force notwithstanding any act of omission or commission of Lender, or neglect or forbearance or delay in the enforcement or waiver of any of the terms of contract between Lender and the Borrower or any other obligor.
15. That this Guarantee shall be a continuing Guarantee for the Obligations, and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation at any time hereafter of any sum or sums of money towards satisfaction of the Obligations due in respect of the Facility/ies granted by Lender to the Borrower, but shall within the limit aforesaid extend to cover and be a security for every sum and all sums of money at any time due to Lender in respect thereof notwithstanding the fact that the said Facility/ies as aforesaid may at any time or from time to time be reduced or extinguished or the balance or the said Facility/ies be brought to credit.
16. That any enhancement of the Facility/ies limit or extension of the credit limit shall not have the effect of discharging me/us from my/our liability under this Guarantee to the extent of the Facility/ies as granted under the Facility Agreement(s).
17. That I/we further agree and declare that this Guarantee is irrevocable and shall remain in full force and be effective and operative until all dues of the Borrower under or in respect of the said Facility/ies is paid and fully discharged and all my/our dues hereunder are paid to Lender and satisfied in full. The obligations and liabilities of the Guarantor/each of the Guarantors under this Guarantee are unconditional and general obligations of the Guarantor/s, [joint and several]<sup>9</sup>, and rank at least *pari passu* with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Guarantor/s.
18. That so long as any amount/s remains owing under this Guarantee, Lender shall have a lien on and the right of set off, for any monies owed to Lender, on any/all monies standing to my /our credit with Lender and on any securities in the hands of Lender belonging to me /us or under my/our control.
19. That this Guarantee and the obligations hereunder shall not be affected and /or discharged due to any circumstances whatsoever, including those by which the name or the constitution or the character of the Borrower is/be changed or if

<sup>9</sup> **Comment:** This shall be applicable in the case of more than one guarantor.



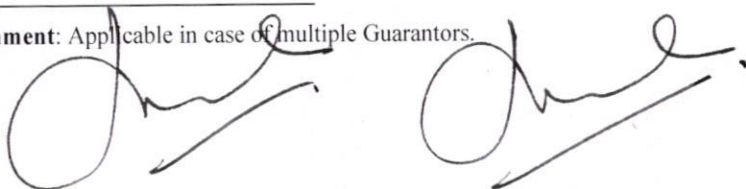
- the management or administration of the Borrower or its undertaking/s is/are/be taken over or nationalised by the Central and/or the State Government/s under the Industries Development and Regulations Act, 1951 or any other act or law or by any local authority or statutory body or bodies empowered to do so under any law. This Guarantee shall not be determined or be prejudiced in any way if the Borrower absorbs or is amalgamated with any other company or concern or if Lender is amalgamated with or absorbed by any other company or concern but shall be available for and by the absorbing or amalgamated company or concern (if applicable)<sup>10</sup>.
20. That the absence or informality of powers on the part of the Borrower pursuant to which the aforesaid Facility/ies is obtained by the Borrower or on the part of any of the Guarantor/s to give guarantees and/or indemnities or any irregularity in the exercise thereof shall not affect my/our liability and any amount outstanding on the aforesaid Facility/ies granted by Lender to the Borrower, and shall be deemed to be due and owing hereunder notwithstanding such absence, informality or irregularity and I/we undertake and guarantee to pay the same to Lender.
21. That in the event the Borrower becomes insolvent, bankrupt or enters into liquidation (compulsory or voluntary) or makes any arrangement or composition with its creditors, Lender may (notwithstanding payment to Lender by me/us or any other person of the whole or any part of the amount hereby guaranteed), rank as creditor and prove against the assets of the Borrower for the full amount of all the claims of Lender against the Borrower or agree to and accept any scheme or composition in respect thereof and Lender may receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all my/our rights as guarantor for the Borrower in competition with Lender until all the claims of Lender are fully satisfied and I/we shall not by paying of the amounts payable by me/us or the Borrower or any part thereof or otherwise prove or claim against the assets of the Borrower until the whole of the claim of Lender against the Borrower has been satisfied and Lender may enforce and recover payment from me/us of the full amount payable by me/us notwithstanding any such proof or composition as aforesaid.
22. I/We hereby declare that this Guarantee is in addition to and not by way of limitation of or substitution for any other guarantee or guarantees or any security that I/we or any other party may have previously given or may hereafter give to Lender (whether alone or jointly with any other party or parties) and that this Guarantee shall not revoke or limit any other guarantee or guarantees or securities and Lender in its own absolute discretion shall be entitled to carry, exchange, release, modify or discharge all or any of the securities.
23. That I/we the Guarantor/s shall whenever called upon by Lender execute at our own costs charges and expenses a proper instrument of transfer or transfer to Lender including an english mortgage or by mortgage by deposit of title deeds or deed of hypothecation or in any other form as Lender may require of such of the immovable or moveable properties held by us with power of sale and all other necessary and ancillary powers for securing and enforcing the mortgage securities for the realisation and repayment of the dues of Lender.
24. That this Guarantee shall be governed by and construed in accordance with the laws of India.

<sup>10</sup> **Comment:** Please note that in the in case such amalgamation is with a non- group/non-related company it would have to be re-examined on whether adequate consideration is maintained for provision of the Guarantee.



25. That all claims or disputes arising out of or in relation to this Guarantee shall be settled by arbitration. The arbitration tribunal shall consist of a sole arbitrator to be appointed by Lender. All parties to this Guarantee hereby expressly consent to Lender being the sole appointing authority. Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled only by Lender acting as the sole appointing authority. The place of arbitration shall be as mentioned in the Schedule I Part C hereinbelow. Parties agree that the Courts as mentioned in the Schedule I Part C hereinbelow shall have the exclusive jurisdiction to exercise all powers under the Arbitration & Conciliation Act, 1996.
26. That any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Guarantee or affect such provision in any other jurisdiction.
27. That any notice or demand for payment by Lender to me/us under this Guarantee shall be sufficiently given if served by post or courier at my/our last known address or at the address being the registered office for the time being of the Borrower, or sent via facsimile, telex or telecopier or electronic mail and such demand or notice shall be deemed to have been given at the time when it would be delivered in the ordinary course of business and no period of limitation shall commence to run in favor of the Guarantor(s) until after the notice or demand for payment in writing shall have been made or given as aforesaid and it will be sufficient in order to prove service of any such notice that the envelope containing the same was posted/couriered and a certificate given by an officer of Lender that the envelope was posted/couriered shall constitute such proof.
28. The obligations of the Guarantor/s hereunder shall not be conditional on the receipt of any prior notice by any of the Guarantor/s or by the Borrower and the demand of payment by Lender as provided under the Clause 31 above shall be sufficient notice to or demand on the Guarantor/s. Prior to making any demand hereunder, Lender shall not be required to take any step, make any demand upon, exercise any remedies or obtain any judgment against the Borrower or the Guarantor/s, or make or file any claim or proof in the dissolution or winding-up of the Borrower or enforce or seek to enforce any security now or hereafter held by or for the benefit of Lender and the other lenders in respect of the obligations of the Guarantor/s and the Borrower.
29. [That where this Guarantee is signed by more than one party the liability of each of them hereunder to Lender shall be joint and several and every agreement and undertaking on their part shall be construed accordingly. The liability hereunder of the undersigned and each of them if more than one shall not be avoided or invalidated by reason of any guarantee or any charge by any co-surety (if any) being invalid or unenforceable. The rights of Lender against me/us shall remain in full force and effect notwithstanding any arrangement which may be reached between Lender and the other Guarantor/s (if any) (under these present or otherwise) with respect to such his/her/their/its liability and notwithstanding that any time hereafter the other Guarantor/s may cease for any reason whatsoever including death, insolvency, lunacy or otherwise to be liable to Lender, Lender shall be at liberty to require the performance by me/s of my/our obligations hereunder to the same extent in all respects as if the other Guarantor/s had at all times been solely liable to perform the said obligations.]<sup>11</sup>

<sup>11</sup> Comment: Applicable in case of multiple Guarantors.



30. That the Guarantor/s shall bear all taxes, duties and charges in relation to the transactions contemplated under this Guarantee.
31. All amounts payable by the Guarantors under this Guarantee will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any set off other than the amount of withholding tax if any under any applicable law. The Guarantors shall promptly upon becoming aware that they must make a tax deduction or withholding (or that there is any change in the rate or the basis of a tax deduction) notify Lender accordingly.
- If I/we am/are required to make any withholding or deduction as per the applicable law, then I/we will pay to Lender such additional amounts as are necessary to ensure Lender has received the full amounts due, which Lender would have received but for the withholding or deduction.
- Within [30(thirty)]<sup>12</sup> days of making either a tax deduction/withholding or any payment required in connection with that tax deduction/withholding, the Guarantors shall deliver to Lender an original TDS certificate evidencing that the tax deduction/withholding has been made or any appropriate payment has been paid to the relevant taxing authority.
32. That I/we shall provide such documents and shall do all such acts, deeds and things as may be necessary or required in connection with this Guarantee. I/We shall furnish or cause to be furnished to Lender the following reports and information:
- (a) such reports and information as Lender may request from time to time with respect to the implementation and administration of this Guarantee;
  - (b) as soon as available but in any event not later than [180 (one hundred and eighty)]<sup>13</sup> days after the close of the fiscal year, copy of the net worth certificate of each of the Guarantors to the satisfaction of Lender; and
  - (c) within [7 (seven)]<sup>14</sup> Business Days, any other document and information as Lender may request.
  - (d) updated list of assets of the Guarantor/s every 6(six) months.
33. That all the information and documents provided by the Guarantors in connection with this Guarantee are true and genuine. Lender may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of Lender shall be deemed to have been given by the Guarantors.
34. That notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Facility Agreements and/or this Guarantee, Lender may, at its absolute discretion, appropriate any payments made by the Borrower or Guarantors and any amounts realised by Lender by enforcement of security or otherwise, towards the dues payable by the Borrower to Lender under the Facility Agreements and/or any other agreements whatsoever between the Borrower and Lender and in any manner whatsoever. Notwithstanding any such appropriation by Lender towards settlement of any dues payable by the Borrower to Lender under any other agreements between the Borrower and Lender, the Guarantors shall continue to remain liable to Lender for all outstanding/remaining amounts in respect of the Facility and any other amounts in respect of the Facility Agreements.

<sup>12</sup>**Comment:** ABFL may specify a different time period for the same.

<sup>13</sup>**Comment:** ABFL may specify a different time period for the same.

<sup>14</sup>**Comment:** ABFL may specify a different time period for the same.

35. That I/we the Guarantor/s understand/s that as a pre-condition, relating to grant of the loans / advances /credit facilities to the Borrower and furnishing of guarantee in relation thereto, Lender requires consent of the guarantor of the Facility/ies, granted / to be granted by Lender for the disclosure of information and data relating to guarantor, in relation thereto and default, if any, committed in discharge thereof.

- a. Accordingly, the Guarantor/s hereby agree/s and give/s consent for the disclosure by Lender of all or any such;
  - i. Information and data relating to me / us;
  - ii. The information or data relating to my / our obligations in relation to the Facility/ies under this Guarantee or any other security furnished by the Guarantors for any other credit facilities granted / to be granted by Lender and guaranteed by me / us as a guarantor; and
  - iii. Default, if any, committed by me / us, in discharge of my / our such obligations.

as Lender may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited ("**CIBIL**") and any other agency authorized in this behalf by Reserve Bank of India ("**RBI**").

- b. The Guarantor/s declare/s that the information and data furnished by me/ us to Lender are true and correct.
- c. The Guarantor/s undertake/s that -
  - i. CIBIL and other agency so authorized may use, process the said information and data disclosed by Lender in the manner as deemed fit by them; and
  - ii. CIBIL 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 guarantors or registered users, as may be specified by RBI in this behalf.

36. Notwithstanding anything contained in this Guarantee or any other agreement, Lender shall be entitled to assign, and transfer this Guarantee to any person whosoever, without the consent of or intimation to the Borrower and/or the Guarantors.

37. In the event of any sell-down or assignment of the Facilities, the Guarantor/s hereby undertakes to take all necessary actions (including execution of fresh guarantees in favour of the new lender/agent) that may be required by Lender on such terms mandated therein for effective provision of the Guarantee.

38. I/We agree and undertake to comply with all requirements under the applicable laws.

39. I/We hereby, [jointly and severally]<sup>15</sup>, declare and agree that we have not received and shall not, without the prior consent in writing of Lender receive any security or commission from the Borrower for giving this Guarantee so long any monies remain due and payable by the Borrower to Lender. However, if required under applicable law, I/we may receive commission for issuance of the Guarantee. Provided, however, that I/we shall only be paid the said commission only after the Guarantee is discharged under the terms hereof and I/we shall make no claims to such commission before such time

<sup>15</sup> **Comment:** This shall be applicable in the case of more than one guarantor.

40. I/We hereby, [jointly and severally]<sup>16</sup> represent, warrant, to Lender on a continuing basis that:

- a. I/We have the competence, status and power to execute this Guarantee;
- b. I/We am/are financially solvent and have adequate net worth to provide this Guarantee to enable me/us to perform my/our obligations under this Guarantee;
- c. The entry into, delivery and performance by the Guarantor/s of, and the transactions contemplated by, this Guarantee do not and will not conflict: (i) with any law; or (ii) with any document which is binding upon the Guarantors or on any of their assets;
- d. The execution or entering into by the Guarantors of this Guarantee constitute, and performance of their obligations under this Guarantee will constitute, private and commercial acts and the Guarantor/s do not have, will not be entitled to, and will not claim any immunity for themselves or any of their assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
- e. I/We is/are not in violation of any covenants, conditions and stipulations under any existing agreement executed by me/us with any third party, by executing this Guarantee in favour of Lender in the manner herein mentioned;
- f. There is no action, suit, proceeding or investigation pending or my/our knowledge threatened by or against me/us or my/our property before any court or Government authority or any other competent authority which might have a material adverse effect on my/our financial and other affairs or which might put into question the validity, enforceability or performance of this Guarantee or any of its provisions;
- g. This Guarantee and all documents, hereunder as required, when executed by me/us will be valid and binding obligations on me/us and enforceable in accordance with its respective terms;
- h. In the event of any dispute between Lender and the Guarantor/s regarding the materiality or reasonableness or the occurrence of any matter or event, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Lender as to the materiality or reasonableness or occurrence of any of the foregoing shall be final and binding on the Guarantor/s.

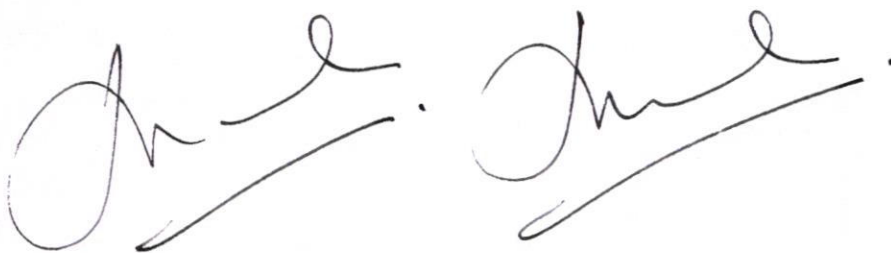
41. I/We hereby, [jointly and severally]<sup>17</sup> undertake and covenant as follows:

- a. I/We shall not make any loan, or provide any form of credit or financial accommodation, to any other person or give or issue any guarantee, indemnity to or for the benefit of any person, or incur any financial indebtedness on and from the date of execution of this Guarantee without the prior written approval of Lender;

<sup>16</sup> Comment: This shall be applicable in the case of more than one guarantor.

<sup>17</sup> Comment: This shall be applicable in the case of more than one guarantor.

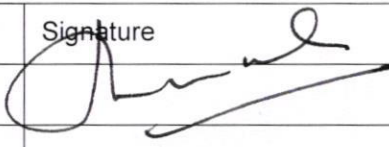
- b. I/We shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any of my/our assets, [except in the normal course of business]<sup>18</sup>;
- c. I/We shall, jointly and severally immediately inform Lender of the imposition of, or change in, any law, decree or regulation materially affecting the Guarantors, or of the occurrence of any other matter which materially affects the business activities of the Guarantors, or of any dispute which might arise between Lender and any person concerning the property secured. I/We shall notify Lender as soon as the Guarantors become aware of the occurrence of any Event of Default (howsoever defined) under the Facility Agreement(s), or a breach or default of any term or condition under this Guarantee, or any event which interferes, or threatens to interfere, with the performance by the Guarantors of their obligations under this Guarantee;
- d. I/We shall not, without the prior written intimation to Lender, create, assume or have outstanding any encumbrance (except those already communicated to Lender) upon all or any part of my/our present or future undertaking, assets or revenues to secure any present or future indebtedness;
42. This Guarantee shall be binding on our successors and assigns.
43. Any reference herein to any section in any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
44. Unless otherwise provided, reference to words importing singular shall include plural and vice-versa.
45. Capitalised terms used herein but not defined shall have the same meaning assigned to it as under the Facility/ies Agreement(s).



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<sup>18</sup> **Comment:** Such exclusion may be inserted only when there is a specific commercial understanding on the same.

Yours faithfully,

| Sr. No | Name              | Signature                                                                          |
|--------|-------------------|------------------------------------------------------------------------------------|
| 1.     | SOHAM SATISH MODI |  |
| 2.     | TARAL SOHAM MODI  |                                                                                    |
| 3.     |                   |                                                                                    |



**SCHEDULE I PART A**  
**(Details of the Guarantor)**

| Sr. No | Name              | Son/Daughter/Wife of | Address       | Passport Details                                                                    |
|--------|-------------------|----------------------|---------------|-------------------------------------------------------------------------------------|
| 1.     | SOHAM SATISH MODI | SATISH MANILAL MODI  | BANDARA HILLS |  |
| 2.     | TEJAL SOHAM MODI  | JAYANTILAL MODI      | BANDARA HILLS |                                                                                     |
| 3.     |                   |                      |               |                                                                                     |



**SCHEDULE I PART B**  
**(Details of the Borrower)**

19 ANIL NEOPOL SQUARE SOI DUBAI [20a company incorporated under the Companies Act, 1956, having Corporate Identity Number U45203420227C166164 and having its registered office at 5-4-183/246, NIG ROAD, SECUNDRABAD - 500003]

Or

[ \_\_\_\_\_ a partnership constituted under the Indian Partnership Act, 1932 and acting through (a) \_\_\_\_\_ (b) \_\_\_\_\_ (c) \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_]

Or

[ \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, presently residing at \_\_\_\_\_ being the Karta of the joint and undivided Hindu family having (a) <sup>22</sup> \_\_\_\_\_ (b) \_\_\_\_\_ (c) \_\_\_\_\_ as being the present members]

Or

[ \_\_\_\_\_, a sole proprietorship having its principal place of business at \_\_\_\_\_]

Or

[ \_\_\_\_\_ LLP, incorporated under the Limited Liability Partnership Act, 2008, having Limited Liability Partnership Identification Number \_\_\_\_\_ and acting through its designated partner \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_]

Or

[an association/ society/ trust registered under the prevalent Societies Registration Act/ prevalent Co-operative Societies Act / Indian Trust Act, 1882 and having the registered office at \_\_\_\_\_ and at present carrying on the business of \_\_\_\_\_ at \_\_\_\_\_]



<sup>19</sup> **Comment:** Retain as applicable.

<sup>20</sup> **Comment:** Depending on whether the Borrower is a company, a partnership, an HUF or a sole proprietorship, a limited liability partnership, the relevant part needs to be filled and the rest omitted.

<sup>21</sup> **Comment:** Insert details of all the partners of the firm.

<sup>22</sup> **Comment:** Insert details of all the members of the HUF.

**SCHEDULE I PART C  
(GENERAL TERMS)**

| Sr. No. | Particulars                                             | Description                            |                        |                                |               |
|---------|---------------------------------------------------------|----------------------------------------|------------------------|--------------------------------|---------------|
| 1.      | Place of execution of this Guarantee Deed               | H415A2A2A2                             |                        |                                |               |
| 2.      | Day, month and year of execution of this Guarantee Deed |                                        |                        |                                |               |
| 3.      | Facility Agreement                                      | Type of Facility                       | Amount of the Facility | Date of the Facility Agreement | Reference No. |
|         |                                                         | 742M LOAN                              | 17,00,00,000/-         |                                |               |
|         |                                                         |                                        |                        |                                |               |
| 4.      | Sanction Letter                                         | Date:                                  |                        |                                |               |
|         |                                                         | Reference No.:                         |                        |                                |               |
| 5.      | Jurisdiction (for Courts)                               | Delhi or as per Lender(s)'s discretion |                        |                                |               |
| 6.      | Venue for Arbitration                                   | Delhi                                  |                        |                                |               |
| 7.      | Branch office Address of the Lender                     | H415A2A2A2                             |                        |                                |               |
| 8.      | Corporate Identification Number of the Lender (CIN)     | U45202762022PTC166164                  |                        |                                |               |



SCHEDULE II  
LIST OF ASSETS OF THE GUARANTORS

AS PER NETWORK STATEMENT  
AS AT 30.09.2023 .

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke extending to the right.

### User Note

#### ➤ Suggestions:

- A list of the assets of the Guarantor/s should be obtained and details of the same attached as a Schedule to this Guarantee.
- In case of a limited guarantee, the amount guaranteed would need to be specified and certain terms of the guarantee would have to be modified to limit the guarantee obligations to the agreed amount.

#### ➤ Variations:

- One guarantor vis-à-vis multiple guarantors.
- In case the guarantor/s is/are a member of the Borrower, additional covenants such as the requirement for the guarantor/s to obtain the permission of ABFL prior to disposal of their shares in the Borrower company will be required to be incorporated.

#### ➤ Execution

- Stamp Duty - This Guarantee shall be adequately stamped as per the requirements of the law applicable in the state in which it is executed.
- The stamp paper must be procured in the name of one of the parties executing the Guarantee.
- If the Guarantee is not printed on the stamp paper and is attached separately, then the parties should initial on the stamp paper (each one of them) and specify that the stamp paper forms a part of the Guarantee.
- All the blanks specified above need to be filled up, prior to execution.
- The details which are not applicable need to be crossed out and the comments should be removed.
- The signatories shall affix their initials on each and every page of this Guarantee and make a full signature on the signature clause.
- In case there are any blanks left out or any corrections made, the initials of the signatories shall be affixed thereon.
- The common seal of the company should be affixed whenever required.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a series of loops and a long horizontal stroke extending to the right.