

S. KIRAN KUMAR
SVL NO. 16-07-027/1998
RL NO. 16-7-011/2010
H.NO. 5-3-956
OSMANGUNI ROAD NS ROAD
HYDERABAD
LICENSE NO. 06/2012



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NON-JUDICIAL
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TELANGANA

Anand
Kumar

THIS DEED OF DECLARATION cum INDEMNITY ("Declaration") made at _____, this _____ day of _____, 20____

BY

_____ s/o _____ an Indian inhabitant residing at _____

(who is hereinafter referred to as "the Guarantor" the expression Guarantor shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include respective heirs, administrators, executors and legal representatives of the person) OF THE ONE PART;

IN FAVOUR OF

TATA CAPITAL FINANCIAL SERVICES LIMITED, a Non-Banking Finance Company incorporated under the provisions of the Companies Act 1956 and duly registered with Reserve Bank of India and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013 and *inter alia* a Branch office at _____ (hereinafter referred to as "TCFSL" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the OTHER PART;

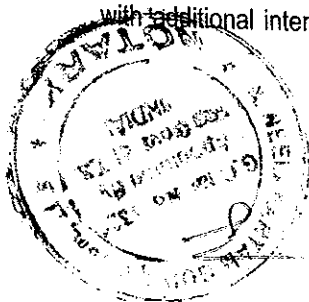
WHEREAS

A. TCFSL has granted a _____ loan facility for an amount of Rs.

_____/ (Rupees _____ only) (hereinafter referred to as the "Facility") to

_____ (hereinafter referred to as "the Borrower") vide sanction letter dated _____ ref no _____ and executed a Specific Agreement on _____ read along with Master Terms and Conditions dated _____ (hereinafter referred to as the "said Facility Documents")

B. In pursuance of the Facility Documents, the Guarantor have agreed to provide guarantee to TCFSL for the repayment of the aforesaid Facility together with interest, additional default interest with all losses and/or damages suffered or incurred by the TCFSL, and also together with additional interest, costs, charges and expenses, legal or otherwise which TCFSL may



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[Signature]

incur or be put to howsoever by reason of omission, failure or default, temporary or otherwise, in such payment by the Borrower including costs (as aforesaid) of enforcement or attempted enforcement or payment by suit or otherwise or by sale or realisation or attempted sale or realisation of any security/asset for such accommodation as aforesaid or otherwise howsoever or any costs, charges or expenses which TCFSL may incur by being joined in any proceeding to which TCFSL may be made or may make itself a party either with or without others in connection with any proceedings or action and default interest rate in the event of delayed payment with quarterly rests or otherwise and all other monies payable in pursuance of the said Facility Documents on the terms and conditions contained therein.

- C. In pursuance thereof, TCFSL has called upon the Guarantor to execute this Declaration and record the terms as is being done hereunder:

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The Guarantor hereby undertakes and declares that the statement/details of assets and properties and liabilities which is certified by Chartered Accountant- _____ (Name of CA) vide Certificate /Letter dated _____ ("CA Certificate") enclosed hereto as **Annexure A** provides full, complete and true details of all the assets and properties own by the Guarantor .
2. The Guarantor declares that CA has been appointed by him /her at his/her free will and volition and the contents of the said CA Certificate is true and binding upon the Guarantor irrespective of the CA continues to be provide services to the Guarantor or not .T
3. he Guarantor further declares and confirms that the name of the Guarantor or name of the Company(ies)/Firm(s) in which Guarantor is Director/partner/ proprietor, have not been mentioned in RBI Defaulters' List, RBI Willful Defaulters' List or ECGC Caution List.
4. The Guarantor further undertake and declare to notify TCFSL of any changes, whether by way of increase or diminution in the assets/properties/ liabilities as detailed in the CA Certificate or otherwise.
5. The Guarantor hereby agrees and confirms that it shall not do or cause to be done any act, deed or thing whereby the right of TCFSL in any way prejudiced and thereby TCFSL dues under the Facility are consequently jeopardised.
6. The Guarantor agrees that in the event of any misrepresentation or non-disclosure or concealment of facts / details with respect to the assets / properties/liabilities the same shall constitute a breach under the Specific Agreement.



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7. The Guarantor hereby agrees to indemnify and keep indemnified TCFSL from any loss, damages, claims or expenses which TCFSL may be put to as a result of any misrepresentation or non disclosure or concealment of facts / details with respect to the assets /properties and liabilities or failure of the Guarantor to comply the above stated terms and conditions to the satisfaction of TCFSL.

In Witness whereof the Guarantor has executed these presents on the ____ day of ____ 20 ____

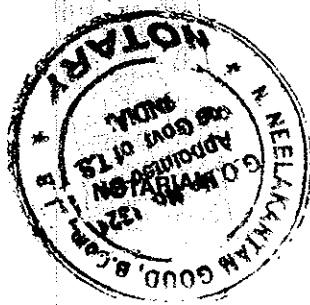
Signed and Delivered By:

Mr. _____



Annexure A

CA Certificate



"Attested"
N. Neelakantam
N. NEELAKANTAM GOUD
Advocate - Notary.,
13-2-670, Rahimpura, Puranapool
Hyderabad - 6 Telangana State