

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ on
_____ by

1. Mr/Mrs. _____ aged about _____ years wife/son/daughter of _____ residing at _____/OR/a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at _____ through its authorized signatory _____//OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____||OR|| Shri. _____, a Sole Proprietor of M/s. _____, a Proprietorship Concern having its office at _____||OR|| Shri. _____ on behalf of M/s. _____, a trust/society and registered under the _____ ||OR|| _____, a Joint and Hindu Undivided Family, through its coparceners and all members
2. Mr/Mrs. _____ aged about _____ years wife/son/daughter of _____ residing at _____/OR/a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at _____ through its authorized signatory _____//OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____||OR|| Shri. _____, a Sole Proprietor of M/s. _____, a Proprietorship Concern having its office at _____||OR|| Shri. _____, on behalf of M/s. _____, a trust/society and registered under the _____ ||OR|| _____, a Joint and Hindu Undivided Family, through its coparceners and all members
3. Mr/Mrs. _____ aged about _____ years wife/son/daughter of _____ residing at _____/OR/a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at _____. through its authorized signatory _____//OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____ ||OR|| Shri. _____, a Sole Proprietor of M/s. _____, a Proprietorship Concern having its office at _____||OR|| Shri. _____, on behalf of M/s. _____, a trust/society and registered under the _____ ||OR|| _____, a Joint and Hindu Undivided Family, through its coparceners and all members
4. Mr/Mrs. _____ aged about _____ years wife/son/daughter of _____ residing at _____

X _____
Guarantor Signature (3)X _____
Guarantor Signature (2)X _____
Guarantor Signature (1)X _____
Guarantor Signature (1)X _____
Guarantor Signature (2)X _____
Guarantor Signature (3)

_____/OR/a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at..... through its authorized signatory _____/OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____ ||OR|| Shri. _____, a Sole Proprietor of M/s. _____, a Proprietorship Concern having its office at _____ ||OR|| Shri. _____, on behalf of M/s. _____, a trust/society and registered under the _____ ||OR|| _____, a Joint and Hindu Undivided Family, through its coparceners and all members

X _____
Guarantor Signature (3)

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

_____/OR/a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at..... through its authorized signatory _____/OR//a partnership firm, carrying on its partnership business under the Partnership Act, 1932 and having its office at _____ ||OR|| Shri. _____, a Sole Proprietor of M/s. _____, a Proprietorship Concern having its office at _____ ||OR|| Shri. _____, on behalf of M/s. _____, a trust/society and registered under the _____ ||OR|| _____, a Joint and Hindu Undivided Family, through its coparceners and all members

X _____
Guarantor Signature (2)

(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 Samartheshwar 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)

X _____
Guarantor Signature (1)

WHEREAS

- a) _____ (name of the Borrower) having his/her/its office at _____ (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")

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (3)

- 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, interalia, be secured by an unconditional and irrevocable guarantee of the Guarantors, being these presents.
- 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, severally 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

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.

X _____
Guarantor Signature (3)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (3)

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.
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.

X_____

Guarantor Signature (1)

X_____

Guarantor Signature (2)

X_____

Guarantor Signature (3)

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 charge 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. _____ (Rupees _____) 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 jointly and severally liable for the entire amount outstanding and the Guarantors expressly waive notice of such excess drawal.
21. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantors or their heirs or executors or administrators as the case may be, and such demand or notice so made or given, and shall be assumed to have reached the addresses in the case of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantors until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officer of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted, shall be conclusive as against the Guarantors, even though it was returned unserved on account of refusal of the Guarantors or otherwise.
22. The liability of the Guarantors hereunder shall not be affected by any dispute between the Borrower and the Bank raised or pending before the Court, Tribunal or Arbitrator(s) and the Guarantors shall remain liable under these presents notwithstanding any orders passed therein.
23. The Guarantors shall not be entitled to the right conferred on sureties notwithstanding anything contained in sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
24. The Guarantors agrees and declares that the rights and powers conferred on the Bank by these presents may be exercised against him/her/them jointly and/or severally at the discretion of the Bank.
25. The Guarantors shall not be discharged at any time till such time the Bank issues its discharge in writing.
26. For the purpose of this Deed, unless the context otherwise requires, singular shall include plural.
27. Assignment and Transfer The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Credit Facility and outstanding amounts under the Credit Facility or any other rights and obligations of the Bank under this Deed or any other document pursuant hereto to any person/entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Guarantors.

The Guarantors expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Credit Facility is sold or transferred as his lender and make the repayment of the Credit

X _____ X _____ X _____
 Guarantor Signature (1) Guarantor Signature (2) Guarantor Signature (3)

X _____
 Guarantor Signature (3)

X _____
 Guarantor Signature (2)

X _____
 Guarantor Signature (1)

Facility to such person as may be directed by the Bank.

The Guarantors shall not be entitled to directly or indirectly assign his rights or obligations under this Deed in part or in whole to any person.

28. The Guarantors agrees that any admission or acknowledgement in writing by the Borrower of the amount of indebtedness of the Borrower or otherwise as in relation to the subject matter of the guarantee, shall be binding on the Guarantors and the Guarantors accepts the correctness of any statement of account served on the Borrower which is duly certified by the Bank and the same shall be binding and conclusive as against the Guarantors and the Guarantors further agrees that in making an acknowledgement or making a payment the Borrower shall be treated as the authorized agent of the Guarantors for the purpose of Indian Limitation Act, 1963.
29. The Guarantors agrees that the Bank shall not be bound to enquire into the powers of the Borrower and the Bank has powers against the Guarantors notwithstanding any security given or being given to the Bank may be void or defective.
30. "The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Willful defaulter in terms of the applicable RBI guidelines, in the event, the Bank makes a claim on the Guarantor on account of the default made by the Borrower, and the Guarantor refuses to comply with the demand made by the Bank, despite having sufficient means to make payment of the dues."
31. Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year.
32. The Guarantor hereby agree as a pre-condition of the grant of said credit facility/ies to the Borrower by the Bank, that in case the Borrower commits default in the repayment of the credit facility/ies or in the repayment of interest thereon or any of the agreed installment of the credit facility/ies on due date/s and on the Guarantor's refusal to comply with the demand from the Bank under this guarantee, pursuant to such default of the Borrower, the Bank or Reserve Bank of India will have an unqualified right to declare, disclose and/or publish the name or the names of the Guarantor and its directors/partners as willful defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
33. This Deed of Undertaking shall be binding on the Guarantor, its successors, assigns, administrators, liquidators and all those claiming title under it and shall remain in force as an unconditioned and irrevocable Undertaking and no period of limitation will commence in respect of this Deed Undertaking till the repayment of the entire facility by the Borrower.

It is further confirmed that the Guarantor is having appropriate authority to issue this letter.

34. Disclosure Clause

The Guarantors understands that as a pre-condition, relating to grant of the loans/advances/other non-fund based Credit Facility to the Borrower and furnishing of guarantee in relation thereto, the Bank requires consent of the Guarantors of the Credit Facility granted/to be granted by the Bank for the disclosure by the Bank of information relating to the Guarantors,, obligations as assumed by the Guarantors/s in relation to the Credit Facility availed by the Borrower and default, if any, committed in discharge thereof.

Accordingly, the Guarantors agrees and gives consent for the disclosure by the Bank of all or any such:

1. Information and data relating to Guarantors.
2. the information or data relating to Guarantor's/obligations in any credit facility granted/to be granted by the Bank and guaranteed by the Guarantors and
3. Default, if any committed by the Guarantors in discharge of Guarantor's obligation as the Bank may deem appropriate and necessary to disclose and furnish to Companies (CIC). and any other agency authorized in this behalf by RBI.
4. The Guarantor hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (3)

force from time to time and as specified there under from time to time, in respect of the guarantees given, securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'

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 Companies (**CIC**). and any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
2. The Companies (**CIC**). 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 agrees that in case the Guarantors commits a default in payment or repayment of any amounts under this Deed, the Bank and/or RBI or any other authorised agency will have an unqualified right to disclose or publish the details of the default and the name of the Guarantors, its directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

35. Jurisdiction:

The Guarantors agrees that the courts situated at the place of execution of this document shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals. Nothing contained herein shall limit the right of the Bank to initiate any Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

*IN CASE OF AN INDIVIDUAL

The Guarantor has executed the Deed of Guarantee at the place and date herein above mentioned

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



*IN CASE OF A COMPANY

The common seal of the Company has been hereunto affixed the place and date first hereinabove mentioned at.....

The Common Seal of..... Ltd. has been affixed) hereunto pursuant to the Resolution of the Board of)

Directors dated.....in the presence of:)

1.)
 2.)
- the Director/s and/or the....., who have in token)
thereof, subscribed their signature hereto.)

*IN CASE OF PARTNERSHIP FIRM

The Partners of the Firm have executed the Deed at the place and date herein above mentioned.

For.....(Name of the Partnership Firm))

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (3)

X _____
Guarantor Signature (3)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (1)

(Partners)

)

)

In case of Limited Liability Partnership firm

IN WITNESS WHEREOF the designated Partners of the Firm have set and subscribed their respective hands hereto, the day and year first hereinabove mentioned

For.....(Name of the Limited Liability Partnership Firm)

(Designated Partners)

*IN CASE OF PROP. CONCERN

The said Proprietor has executed the Deed at the place and date herein above mentioned.

For _____

Proprietor

*In case of HUF

The coparceners and all the members of Hindu Undivided Family have executed the Deed at the place and date herein above mentioned.

For _____

*In case of Trust/Society

The authorised signatory has executed the Deed at the place and date herein above mentioned.

For _____

(Authorised Signatory)

(* PLEASE DELETE WHICH IS NOT APPLICABLE)

X _____
Guarantor Signature (3)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (1)

X _____
Guarantor Signature (2)

X _____
Guarantor Signature (3)