

This agreement of GUARANTEE executed at Palakkad on, 20.... by Sri..... (PAN-.....) Proprietor/Partner/Managing Partner/Director/Managing Director, M/s..... Registered Office at Now residing at Now come to Palakkad, herein after referred to as 'the Guarantor' in favour of Western India Kinfra Ltd., represented by its Managing Director,, S/o..... herein after referred as "W I K L" .

Whereas the Guarantor is the Proprietor/Partner/Managing Partner/Director/Managing Director of M/s..... Proprietor/Partnership firm/Company. Whereas the concern/firm/company has entered into a Lease Agreement with Western India Kinfra Ltd. on and registered as Document No...../20.... of SRO, Palakkad. As per the agreement is liable to pay rent.

In consideration of "W I K L" granting lease to M/s..... I hereby unconditionally, absolutely and irrevocably guarantee to "W I K L" the due payment and discharge of all amounts due on account of rent payable to "W I K L" as per the above stated Lease Deed .

In the event of any default on the part of M/s..... in payments of rent referred to above the Guarantor shall upon demand forthwith pay to "W I K L" without demur all the amounts payable by M/s..... under the lease deed stated above.

The Guarantor also indemnifies "W I K L" against all losses, damages, costs, claims and expenses whatsoever "W I K L" may suffer pay or incur of or in connection with any such default on the part M/s..... including legal proceedings taken against M/s. or the Guarantor for recovery of monies referred above

"W I K L" may enforce the guarantee contained herein and any other security created by the M/s. in favour of the "W I K L"

simultaneously. In the event of the “ W I K L” obtaining a decree against both the M/s..... and the Guarantor (s) in respect of any other security provided by it to “ W I K L” and also against the Guarantor (S), “ W I K L” shall not be bound to first take steps for the execution /enforcement of decree against the assets of the M/s..... and “ W I K L” shall be entitled to proceed against the Guarantor (s) for execution/enforcement of the decree obtained against the Guarantor (s) as the liability of the Guarantor (s) is coextensive with that of M/s.

The liability of the Guarantor under this Guarantee shall not be effected by

- a. Any change in the constitution or winding up of the M/s. or any absorption, merger or amalgamation of the M/s. with any other Company, Corporation or Concern, or
- b. Any change in the Management of the M/s. or take over of the management of the M/s..... by Central or State Government or by any other authority or
- c. Acquisition or nationalization of the M/s. and / or of any of its undertaking pursuant to any Law, or
- d. Any change in the constitution of the “ W I K L” or
- e. Any change in the set up of the Guarantor which may be way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise.
- f. The absence or deficiency of powers on the part of the Guarantor to give guarantees and /or indemnities or any irregularity in the exercise of such powers.

I hereby guarantee the regular payment of Annual Lease rent during the lease period and if M/s..... fails to pay the same I will be personally responsible for all the rent and I hereby guarantee such payment of Lease Rent.

In witness whereof I have signed this agreement on this the day of
....., 20.....

Witnesses:

1.

2.