IN-LDGgti08

Deed of inter-company cross guarantee

This deed of guarantee is dated: [[redacted]]

It is made by:

Hospital Systems Ltd whose registered office is at: [[redacted]], (“ [redacted] ”)

And

[Name 2 Ltd] whose registered office is at: [[redacted]], (“ [redacted] 2 ”)

And

[Name 3 Ltd] whose registered office is at: [[redacted]], (“ [redacted] 3 ”)

And

[Add names of all companies]

The above named are referred to in this document [redacted] “ [redacted] ”

Background:

A. HSystems is a subsidiary of Supersoftware Inc.

B. By a contract dated [date] (“the Original Contract”) terms were agreed between HSystems and [GHS] whereby HSystems [redacted] , [redacted] .

C. HSystems has installed the first such software.

D. The management of [GHS] is concerned as to the financial strength of Hsystems and has asked Supersoftware Inc. [redacted] .

It is now agreed as follows:

1. Definitions

In this deed, the following words shall have the following meanings, [redacted] :

“GHS”	means Great Health Service Limited.
“Original Contract”	means a contract dated [date] and made between [redacted] [[redacted]].

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2. Interpretation

In this deed unless the context otherwise requires:

2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted [redacted].

2.2. A reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.3. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a [redacted], [redacted], [redacted] - [redacted].

2.4. A reference to a paragraph or schedule is to a paragraph or schedule to this deed unless the context [redacted]. [redacted].

2.5. The headings to the paragraphs and schedules (if any) to this deed are inserted [redacted].

2.6. Any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted];

2.7. [Except where stated otherwise,] [redacted];

2.8. A reference to the knowledge, information, belief or awareness [redacted], [redacted], [redacted].

2.9. This deed is made only in the English language. If there is any [redacted], [redacted].

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3. Warranties for authority and solvency

Each of the Companies warrants:

3.1. that it has the power [redacted];

3.2. that it is not aware of anything within [redacted];

3.3. that it is not insolvent and knows of no circumstance which [redacted].

4. The guarantee

4.1. This deed of cross guarantee is now made by [redacted] [[redacted]] [redacted].

4.2. Each of the Companies hereby irrevocably guarantees the performance, obligation, [redacted], [redacted], [redacted], [redacted] [redacted] [[redacted]] [redacted].

4.3. By this deed, every obligation in the Original Contract [redacted], [redacted] [[redacted]] [redacted].

4.4. [GHS] may treat each [redacted].

4.5. In the event that [GHS] wishes to [redacted], [redacted].

4.6. [GHS] shall continue to communicate with HSystems alone and is under [redacted]. [redacted].

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5. Companies' continuing liability

5.1. The Companies' obligations under this guarantee will remain fully effective [redacted], [redacted].]

5.2. The liabilities and obligations of [redacted]:

5.2.1 variation in [redacted]; [redacted]

5.2.2 assignment of the Original Contract; or

5.2.3 insolvency or [redacted]; [redacted]

5.2.4 termination of the [redacted]; [redacted]

5.2.5 other act, omission, or event whereby ([redacted]) [redacted].

6. Changed terms of the Original Contract

6.1. Paragraph 5 [redacted]:

"[Insert new text]".

6.2. Schedule 2 of the Original Contract shall be [redacted], [redacted] "[redacted] 2 ([redacted])"

6.3. [Other change?]

7. Rights waived

Each of the Companies waives any rights it may have of first requiring [GHS] [redacted], [redacted]

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[redacted] [redacted] [redacted] [redacted].

8. Assignment of guarantee

8.1. [GHS] may assign all or any [redacted].

8.2. If it does so, then a written notification of [redacted], [redacted] [redacted] [redacted] [redacted] [redacted].

8.3. In the event of such assignment, all the [redacted] [redacted] [redacted] [redacted] [redacted] [redacted].

9. Miscellaneous matters

9.1. [redacted], [redacted].

9.2. [redacted], [redacted], [redacted] [redacted].

9.3. [redacted], [redacted], [redacted], [redacted] [redacted]. [redacted], [redacted].

9.4. [redacted], [redacted].

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[redacted].

9.5. [redacted] - [redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted] - [redacted] - [redacted]: [redacted] 24 [redacted] - [redacted]. [[redacted] - [redacted]. [redacted], [redacted]]

9.6. [redacted], [redacted].

9.7. [redacted].

9.8. [redacted], [redacted].

9.9. [redacted], [redacted].

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10. This deed of guarantee becomes effective on the date it is signed.

[[redacted]*.* [redacted]*,* [redacted]*.* [redacted]*.* [redacted]*.* [redacted] *“*[redacted]*”* [redacted]*.]*

[redacted]; [redacted].

Signature:

Witness:

Name:

Address:

OR

[redacted] [[redacted]] [redacted], [redacted].

Signature:

Witness:

Name:

Address:

OR

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■■■■■■■■■■■■■■■■[■■■■■■■■■■■■■■■■■■■■■■■■■■
■■]■■■■■■■■■■■■-■■■■[■■■■■■■■■■■■]■■■■■■■■■■
■■[■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■]

Signature:

Witness:

Name:

Address:

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Explanatory notes:

Deed of inter-company cross guarantee

General notes

Registering a charge

Chapter VI, Sections 77 – 87 of the Companies Act, 2013 deal with registration of charges by companies. The Companies are required to register all types of charges within or outside India, on its property or assets or any of ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■

3. Warranties for authority and solvency

As far as possible we shall protect the lender. He needs to know that each company has passed a resolution to approve this document. These ties in [redacted]. [redacted].

4. The guarantee

This is the commercial heart of the agreement. We have provided for [[redacted]] [redacted].

5. Companies' continuing liability

This covers a number of legal points which [redacted].

6. Changed terms of the Original Contract

You may not need this paragraph. If so, delete all of it. We [redacted]. [redacted], [redacted], [redacted], [redacted].

7. Rights waived

We have no comment.

8. Assignment of guarantee

Normally, an assignment of the rights under a guarantee agreement would require a novation [redacted]. [redacted], [redacted]. [redacted]/[redacted]/[redacted]/[redacted].

9. Miscellaneous matters

A number of special points. We have identified each of these as important to [redacted]. [redacted], [redacted]. [redacted], [redacted]. [redacted]

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[redacted].

These are just as valid in [redacted], [redacted].

End of notes

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