

Annexure –II Request Format
(On the letterhead of the customer)

Date:

To,
SMFG India Home Finance Co. Ltd. ("SMFG Grihashakti")
<< Address of branch >>

Dear Sir / Madam,

Sub: Request for tax set-off by way of reimbursement of TDS amount deposited to the credit of SMFG Grihashakti with the revenue authorities.

Re: Loan Account Number _____ ("LAN") in relation to loan facility availed aggregating to INR _____ vide loan agreement dated _____ ("Loan Agreement").

In connection with the captioned matter, I/we ("Borrower") wish to submit as under:

1. That as per applicable laws, the Borrower is required to deduct tax on payment of instalments to SMFG Grihashakti against the loan availed under the captioned LAN.
2. The Borrower has agreed to set-off such tax deducted at source and compensate SMFG Grihashakti for the same.
3. SMFG Grihashakti has agreed to reimburse the amount paid to its credit against its PAN as TDS by the Borrower in order to complete the tax set-off arrangement.
4. The Borrower hereby states that tax deducted at source to the tune of INR _____ for the period on _____ to _____ by the Borrower reflecting its TAN _____ ("TDS Credit") has been duly deposited to the credit of SMFG Grihashakti's PAN with the revenue authorities and the TDS certificate issued by the tax authorities certifying the same is enclosed herewith.
5. In view of the above, the Borrower hereby requests SMFG Grihashakti to reimburse the TDS Credit amount to the following bank account operated by the Borrower:

Bank name and branch	
Bank A/c No	
Beneficiary Name	
IFSC Code	

6. The Borrower declares and undertakes that it waives its right and shall not take any steps to revise the TDS return in relation to the set-off claimed herein (unless requested by SMFG Grihashakti in writing) and/or in any manner reverse the TDS Credit which has been made available to SMFG Grihashakti by the Borrower.
7. The Borrower further undertakes that in case of rejection of TDS Credit by the concerned tax authority for any reason whatsoever, the Borrower shall save, protect, keep SMFG Grihashakti harmless, , in full, against all consequences, liabilities of any kind whatsoever arising from denial of TDS Credit or the tax set-off arrangement as specified above and includes all of such taxes, levies, duties, assessments, or deductions, including, among other things, any penalties and interest thereon to SMFG Grihashakti as opined by Tax Authorities.

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8. The Borrower further agrees that any shortfall, reversal, revision or deficiency in the TDS Credit to be made available to SMFG Grihashakti can be recovered by SMFG Grihashakti from the Borrower in the same manner and fashion as that of recovery of unpaid instalments of the said LAN.
9. Additionally, the Borrower hereby agrees and confirms that any breach of the above undertaking shall be construed as breach of the terms and conditions of the said Loan Agreement and SMFG Grihashakti shall be entitled to enforce all rights available to it under the said Loan Agreement in relation to the said LAN and on such invocation all consequences of any event of default under the loan documents shall follow including but not limited to recall of the facility or enforcement of security interest, etc. to which the Borrower accords its consent and undertakes not object to the same.
10. It is agreed and acknowledged that this undertaking is validly executed and creates a binding and enforceable obligation on the Borrower.

Thanking you,
Yours truly,

For _____
(Borrower)