



हिमाचल प्रदेश HIMACHAL PRADESH

D 402315

[Signature]
This non-judicial stamp paper of INR. 100
forms an integral part of Bill of Guarantee
executed by Mahesh Kumar Gyan Bakshi Agrawal *[Signature]*
in favor of Yes Bank Limited on.....
[Signature]
[Signature]

DEED OF GUARANTEE

THIS DEED OF GUARANTEE (the "Deed"), is executed on the day, month, year and place set out in Schedule 1 hereto by the Person(s) named in Schedule 1 hereto as the Guarantor(s):

IN FAVOUR OF

The Person(s) set forth in Schedule 1 hereto as the Beneficiary.

WHEREAS:

- (A) The Lender(s) has/have vide the Agreement (as detailed in Schedule 1 hereto) and other Transaction Documents, agreed to grant/granted to the Borrower (as detailed in Schedule 1 hereof) and the Borrower has agreed to avail/ availed from the Lender(s) financial assistances not exceeding the amount specified in Schedule 1 (the "Facilities"), on the terms and conditions contained in the Transaction Documents.
- (B) One of the conditions of the Transaction Documents is that the Facilities together with all Obligations payable thereunder, shall be, *inter-alia*, secured by the guarantee of the Guarantor(s) in favour of the Beneficiary.
- (C) To give effect to the above, the Beneficiary has hereby called upon the Guarantor(s) to execute these presents, which the Guarantor(s) has agreed to do in the manner herein after expressed.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions: Unless the context requires otherwise, capitalised term used in this Deed shall have the meaning given to them in the Agreement.
- 1.2 Interpretation: Unless contrary intention appears in this Deed, Section 1.2 (*Definitions and Interpretation*) of the Agreement shall apply *mutatis mutandis* to this Deed.

2. COVENANT TO PAY

- 2.1 In consideration of the Lender(s) having extended and/or agreed to extend the Facilities, the Guarantor(s) hereby covenants to jointly and severally repay all Obligations with respect to the Facilities and duly observe and perform all the terms and conditions of the Transaction Documents. The Guarantor(s) hereby confirms that copies of the Agreement and Transaction Documents have been provided to the Guarantor(s) and the Guarantor(s) has read and understood the terms of the Agreement and Transaction Documents.
- 2.2 The Guarantor(s) shall not be entitled to look into or consider any question or dispute which may arise between the Beneficiary/Lender(s) and the Borrower as to the repayment by the Borrower to the Lender(s) of any sum due and owing by the Borrower to the Lender(s).

3. INTEREST

In the event of failure by the Guarantor(s) in making payment of Obligations, the Guarantor(s) shall be liable to pay interest at the rate stipulated by the Lender(s) on the defaulted amounts till receipt of the said amounts by the Lender(s) to its satisfaction, without prejudice to and in addition to any other remedy that the Beneficiary/Lender(s) may have against the Guarantor(s).



4. NATURE OF GUARANTEE

- 4.1 **Liability:** The Guarantor's liability hereunder shall be irrevocable, continuing, joint and several and co-extensive with that of the Borrower. The Beneficiary shall be at liberty to require the performance by the Guarantor(s) of its obligations hereunder to the same extent in all respects as if the Guarantor(s) had at all times been solely liable to perform the said obligations.
- 4.2 **Limitation:** This Deed shall be in full force even if the claim of the Beneficiary/Lender(s) for the Borrower(s)' Obligations under the Facility gets time barred and the Beneficiary/Lender(s) cannot recover the same from the Borrower(s) by initiating Legal Proceedings.
- 4.3 **Continuing Guarantee:** This Deed shall continue to be valid until the Final Settlement Date and shall be binding on the successors, legal representatives, and permitted assigns of the Guarantor(s).
- 4.4 **Variation of terms:** Without the concurrence of and without providing any notice to the Guarantor(s), the Borrower(s) and the Lender(s) shall be at liberty to vary, alter or modify the terms and conditions of the Transaction Documents, enforce or release any Security and in particular to renew the Facilities, defer, postpone or revise the repayment/payment of the Obligations under the Facilities.
- 4.5 **Suspense account:** Any monies received by the Beneficiary/Lender(s) which is not applied in or towards the repayment of the Obligations may be placed to the credit of a suspense account with a view to preserving the Lender(s) rights or may be applied in or towards satisfaction of such liabilities as the Lender(s) in its sole discretion may determine.
- 4.6 **Enforcement:** This Deed shall be enforceable against the Guarantor(s), notwithstanding any Security executed or procured by the Obligor(s) in favour of the Lender(s)/Beneficiary are outstanding or unrealised or lost.
- 4.7 **Unconditional and Irrevocable:** This Deed shall be irrevocable and the obligations of the Guarantor(s) hereunder shall not be conditional on the receipt of any prior notice by the Guarantor(s) or by the Borrower(s) and the demand or notice by the Beneficiary, as provided in terms of this Deed shall be sufficient notice to or demand on the Guarantor(s).

5. RIGHTS OR REMEDIES OF THE BENEFICIARY/LENDER(S)

- 5.1 The rights and remedies conferred upon the Beneficiary under this Deed shall not prejudice any other rights or remedies to which the Beneficiary may, independent of this Deed, be entitled to under other Transaction Documents or under Applicable Law.
- 5.2 Nothing herein shall prejudice the rights or remedies of the Beneficiary under Applicable Law or equity and/or in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Guarantor(s) to the Beneficiary.
- 5.3 The Lender(s) shall have full liberty, without notice to the Guarantor and without in any way affecting this Deed, to exercise, at any time and in any manner: (a) any right under the Transaction Documents; (b) enforce or forbear to enforce payment of the Obligations or any of the remedies or Security available to the Lender(s).
- 5.4 The Guarantor(s) hereby waives in favour of the Beneficiary/Lender(s) all the suretyship and other rights which the Guarantor(s) might otherwise be entitled to enforce.
- 5.5 The Guarantor(s) shall not be entitled to the benefit of subrogation *vis-à-vis* securities or otherwise until all Obligations have been fully paid/repaid to the satisfaction of the Lender(s).







- 5.6 The Guarantor(s) hereby agrees that between the Beneficiary and the Guarantor(s), each of the Guarantor(s) is a principal debtor and hereby specifically waives all of their rights under sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
- 5.7 The Guarantor(s) hereby agree a certificate in writing signed by a duly authorised official of the Beneficiary/Lender(s) shall be conclusive evidence against the Guarantor(s) of the amount for the time being due to the Lender(s) from the Borrower in any action or proceeding brought on this Deed against the Guarantor(s).
- 5.8 The Beneficiary shall be entitled to make multiple demands under this Deed and this guarantee shall not be wholly or partially satisfied or exhausted by any payments made by the Borrower(s) and shall be valid and binding on the Guarantor(s) and operative until the Final Settlement Date.
- 5.9 The Borrower(s) shall be free to avail further credit facilities from the Lender(s) or any other banks and financial institutions in addition to the facilities and/or to secure the same during the subsistence of this Deed and in that event the guarantee under this Deed shall not be affected or vitiated in any way whatsoever.
- 5.10 It shall not be necessary for the Beneficiary/Lender(s) to exhaust its rights under any other Transaction Document or take any action against the Borrower(s) before requiring the Guarantor(s) to make payment under this Deed.
- 5.11 The Guarantor(s) hereby confirms that in case the Guarantor(s) fails to make payment under this Deed and/or perform the obligations hereunder, the Guarantor(s) together with its/their directors/partners/proprietor/trustees, as the case may be, may be declared as 'willful defaulter' and/or 'non-cooperative' by the Lender(s) in accordance with the guidelines issued by the RBI and the Beneficiary/Lender(s) shall have an unqualified right to disclose or publish the details including the name, address and photographs of the Guarantor(s) and/or its directors/partners/ proprietor/ trustees as defaulters and/or non-cooperative in such manner as the Beneficiary/ Lender(s) in their absolute discretion may deem fit.
- 5.12 The liability of the Guarantor(s) under this Deed shall not be affected by:
- (a) any change in the constitution or winding up of the Borrower(s) and/or Beneficiary and/or Lender(s) and/or Guarantor(s) or any absorption, merger, demerger or amalgamation of the Borrower(s) and/or Beneficiary and/or Lender(s) and/or Guarantor(s) with any other company, corporation or concern; or
 - (b) any change in the management of the Borrower(s) and/or Guarantor(s) or takeover of the management of the Borrower(s) and/or Guarantor(s) by any Government Authority; or
 - (c) acquisition or nationalization of the Borrower(s) and/or Guarantor(s) and/or Beneficiary and/or Lender(s) and/or of any of its/their undertaking(s) pursuant to Applicable Law; or
 - (d) the liquidation/bankruptcy/insolvency/death of the Guarantor(s)/Borrower(s);
 - (e) merely owing to any subsequent determination of illegality, invalidity or unenforceability of any deed, documents, demand promissory notes or agreements evidencing the debt, for any reason whatsoever including but not limited to the reason of change in Applicable Law or regulations or violation of any Applicable Law or occurrence of any force majeure events (including but not limited to any act of government or governmental/quasi-governmental sanctions, terrorist/extremist/anti national activities/war like situations/remittance restrictions/ act of god etc.) or any other circumstances which make the indebtedness unenforceable against the Borrower(s). The Guarantor(s) shall remain obligated to pay under this Deed even if any other person, who is obligated to pay the debt, including the Borrower(s) or principal/primary debtor, has been discharged under any law/regulations from its obligation for any reason whatsoever including but not limited to bankruptcy, etc.

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हिमाचल प्रदेश HIMACHAL PRADESH

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Sharma This non-judicial stamp paper of INR. 100
forms an integral part of *Deed of Mortgage*
executed by *Gyan Prakash Sharma*
in favor of Yes Bank Limited on.....
Sharma

6. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties made by the Guarantor(s) under the Transaction Documents, if any, which are incorporated herein by reference, the Guarantor(s) hereby declares and warrants on each day until the Final Settlement Date that:

- (a) it has the legal right, absolute authority and full power to deliver, enter upon this Deed and all instruments and documents delivered by it pursuant to this Deed;
- (b) the constitutional documents of the Guarantor(s), if any, do not restrict furnishing guarantee in accordance with this Deed;
- (c) the obligations expressed to be assumed by the Guarantor in this Deed and/or any other documents required for securing the Facilities are legal, valid, binding and enforceable;
- (d) all Authorisation, corporate actions, consents, approvals etc. necessary for the purpose of furnishing the guarantee hereunder have been duly obtained and are in full force and effect and shall be kept valid at all times;
- (e) all the undertakings, representations, covenants and warranties, and all information in this Deed are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remain to be furnished to the Beneficiary;
- (f) no Event of Default or an event which on lapse of time would become an Event of Default as specified in the Agreement or hereunder has occurred and continuing;
- (g) by furnishing the guarantee hereunder, the Guarantor(s) shall not be in violation of any (i) covenants or conditions under any existing agreement with any other Person; (ii) decree of a court of law or direction of a Government Authority; and/or (iii) Applicable Law;
- (h) there are no Legal Proceedings in progress or pending against or relating to the Guarantor(s) which could prevent the Guarantor(s) from fulfilling its/their obligations under this Deed;
- (i) the Guarantor(s) shall not claim immunity for itself from the jurisdiction, execution of a judgement, attachment or any other Legal Proceedings;
- (j) all payments under this Deed shall be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by any Applicable Law;
- (k) the Guarantor(s) has not received and shall not receive, without prior consent in writing of the Beneficiary, any security or commission from the Borrower for executing this Deed;
- (l) the Guarantor(s) shall not in event of the liquidation of the Borrower(s) prove in competition with the Beneficiary/Lender(s) in the liquidation proceedings;
- (m) the Guarantor(s) has not been named in any list of defaulters circulated by the RBI, CIBIL, Export Credit Guarantee Corporation or any banking company and its name does not appear in any caution list of any nature published by the RBI or any similar regulatory or Government Authority; and



- (ii) all information and data furnished hereunder are true and correct and the Guarantor(s) shall keep the Beneficiary informed of any event as a result which may render any representation and warranty untrue or incorrect.

7. ALIENATION OF ASSETS

The Guarantor(s) shall not sell, transfer, encumber charge, pledge, hypothecate, mortgage, or create any lien on all or any of the assets described in Schedule L, if any, save and except as agreed otherwise, without the prior written permission of the Beneficiary/Lender(s);

8. WAIVER AND AMENDMENT

- (a) No failure to exercise, nor any delay in exercising any right or remedy by the Beneficiary under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy by the Beneficiary in respect of any other default or otherwise.
- (b) The rights and remedies provided in this Deed are cumulative and not exclusive of their rights under the Applicable law and may be waived only in writing and at the Beneficiary's sole discretion.
- (c) This Deed may be amended only by mutual written agreement between the Parties.

9. SET OFF

The Beneficiary/Lender(s) shall have a lien and right of set-off on all monies belonging to the Guarantor(s) standing to its credit in the bank account of the Guarantor(s) with the Beneficiary/Lender(s). The Beneficiary/Lender(s) may, at any time, in its absolute discretion, combine or consolidate all or any of the accounts of the Guarantor(s) and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower(s) and/or the Guarantor(s)/its group companies/ affiliates/ subsidiaries/ holding companies/ joint ventures/partnerships such other co-ownership arrangement to the Lender(s) or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising out of the liability of the Borrower(s) and/or the Guarantor(s)/its group companies/ affiliates/ subsidiaries/ holding companies/ joint ventures/ partnerships such other co-ownership arrangement, as principal debtor and/or guarantor. The rights conferred on the Beneficiary/Lender(s) hereunder shall be in addition to and without prejudice to any other recourse which the Beneficiary/Lender(s) may now or hereafter hold.

10. INDEMNITY

10.1 The Guarantor shall, on demand by the Beneficiary/Lender(s), indemnify the Beneficiary/Lender(s) and each of its respective officers, directors, employees, representatives, attorneys and agents ("Indemnified Party") from and hold each of them harmless for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Indemnified Party from and hold each Indemnified Party harmless in any way in connection with or arising out of the negotiation, preservation or enforcement of any rights under, or in carrying out its duties and obligations under the Transaction Documents.

10.2 The Guarantor(s) hereby authorise(s) the Beneficiary/Lender(s) to act and rely on any instructions or communications for any purpose which may, from time to time, be or purport to be given by facsimile, email, tele-copier, untested telex, cable or any other form of electronic communication by the Guarantor(s). The Guarantor(s) acknowledge(s) that (a) sending information by fax or email or any other form of electronic communication is not a secure means of sending information; (b) the Guarantor(s) is aware of the risks involved in sending

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instruction/communication by fax or email or any other form of electronic communication, including the risk that such instructions/communication may be fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient; and (c) the request to the Beneficiary/Lender(s) to accept and act on instructions/communication is for the Guarantor(s) convenience and benefit only. The Guarantor(s) hereby agrees that all such risks shall be fully borne by the Guarantor(s) and the Guarantor(s) assume full responsibility for the same, and the Beneficiary/Lender(s) shall not be liable for any losses or damages arising upon the Beneficiary/Lender(s) acting, or the Lender(s) failure to act, wholly or in part in accordance with instructions given by facsimile, email, tele-copier, untested telex, cable or any other form of electronic communication. The Guarantor(s) shall indemnify the Indemnified Party and keep the Indemnified Party indemnified from and against all claims either by the Guarantor(s) or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) which may be brought or preferred against the Indemnified Party or which the Indemnified Party may suffer, incur or sustain by reason of or on account of the Indemnified Party having so acted whether wrongly or mistakenly or not, or of the Indemnified Party failing to act wholly or in part in accordance with the instructions received vide such forms of electronic communication and the terms of this Deed.

11. NOTICES

11.1 All notices and other communications provided for hereunder shall be in writing and, unless otherwise stated, may be given in person, by post or courier or by facsimile or by email at the addresses of a Party specified in Schedule 1 hereto. Each Party shall inform the other Party of any change in its details of communication as provided in Schedule 1 hereto by not less than 5 (five) Business Days, failing which, the notice so sent as per the last address provided by such Party shall be deemed to properly served.

11.2 All such notices and communications made or delivered by the Beneficiary/Lender(s) to the Guarantor(s) under or in connection with this Deed shall be effective (i) if sent in person, when delivered, (ii) if sent by courier, (a) 1 (one) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; (iii) if sent by registered letter when the acknowledgement of delivery is received and (iv) if sent by fax or email, when sent. *Provided* however that any notice or communication to the Beneficiary/Lender(s) shall be effective only on actual receipt by the authorised person of the Beneficiary/Lender(s) for whose attention the notice or communication has been expressly marked.

12. GOVERNING LAW AND JURISDICTION

12.1 This Deed shall be governed by and construed in accordance with Indian law.

12.2 The Guarantor(s) agrees that the courts/ tribunals as specified in Schedule 1 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 arising out of or in connection with this Deed may be brought in such courts or the tribunals.

12.3 Nothing contained herein shall limit the right of the Beneficiary/Lender(s) to initiate any Legal Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Legal Proceedings in one or more jurisdictions preclude the taking of Legal Proceedings in any other jurisdiction whether concurrently or not.

13. MISCELLANEOUS

13.1 **Extent of Liability:** In the event of there being more than one Guarantor, the obligations of each Guarantor(s) hereunder shall be joint and several. Each Guarantor(s) agrees that the Beneficiary/Lender(s) may commence Legal Proceedings collectively against all the Guarantors

or against any one or more Guarantor(s) without the necessity of first attempting to collect the Obligations from any specific Guarantor(s) and without impairing the rights of the Beneficiary/Lender(s) against other Guarantor(s) under this Deed. The Beneficiary/Lender(s) may release any one or more of the Guarantors from this Deed and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or several Guarantors or any other Person, without prejudicing or affecting its rights and remedies against the other Guarantors.

- 13.2 **Severability:** Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired.
- 13.3 **Discharges and Releases:** Notwithstanding any discharge, release or settlement from time to time between the Beneficiary and the Guarantor(s), if any discharge or payment in respect of the Obligations by the Borrower or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Beneficiary shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.
- 13.4 **Disclosure:** The Guarantor(s) gives specific consent to the Beneficiary/Lender(s) for disclosing/submitting 'financial information' as defined under the Insolvency and Bankruptcy to any 'Information Utility' ("IU") as defined under the Insolvency and Bankruptcy Code and hereby specifically agree to promptly authenticate the 'financial information', submitted by the Beneficiary/Lender(s), as and when requested by the concerned IU.
- 13.5 **General Consent:** The Guarantor(s) consents generally in respect of any Legal Proceedings arising out of or in connection with this Deed to the giving of any relief or the issue of any process connection with such Legal Proceedings including enforcement or execution of any order or judgement against any of its assets.
- 13.6 **Assignment:** The Lender(s) may, at any time, assign or transfer all or any of its rights and/or benefits under this Deed to any Person without any consent of or intimation to the Guarantor(s).
- 13.7 **Effectiveness:** This Deed shall become effective from the date specified in Schedule 1 and until the Final Settlement Date.



IN WITNESS WHEREOF the Guarantor(s) has/have executed this Deed on the day, month and year as mentioned in Schedule 1 hereof.

Signed and Delivered on behalf of _____, the within named Borrower,
by the hand of Mr./ Ms. _____ who
has been authorized pursuant to the resolutions passed
by the Board of Directors at its meeting held on the _____ day of _____

Yes Bank Limited

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SCHEDULE 1

1. Day, Month and Year of this Deed of Guarantee	
2. Place of execution of this Deed of Guarantee	
3. Name and Notice Details of the Guarantor(s)	<p>1. Name: Manoj Kumar Lahoriwala Registered Address: Corporate Office: Fax No.: Telephone: Email: Attention:</p> <p>2. Name: Vinay Kumar Lahoriwala Registered Address: Corporate Office: Fax No.: Telephone: Email: Attention:</p> <p>3. Name: Gian Prakash Agarwal Registered Address: Corporate Office: Fax No.: Telephone: Email: Attention:</p>
4. Name and Notice Details of the Borrower(s)	<p>Constitution: Innova Captab Limited, a company incorporated in India under the Companies Act, 1956/ Companies Act, 2013, having corporate identification number U24246MH2005PLC150371 with its registered office at Office No. 606, Rattan Galaxie- 6th Floor, J.N Road, Plot No 1, Mulund (W), Mumbai-400080 and having its corporate office at 1281/1, Hill Top Industrial Estate, Near EPIP Phase 1, Jharmajri, Baddi, Himachal Pradesh and shall include its successors and permitted assigns. Facsimile No.: E-mail id:</p>

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Vinay
Gian Prakash

Manoj

Vinay

Gian Prakash

Manoj
Vinay

Manoj

<p>5. Name and Notice Details of the Beneficiary</p> <p><i>[Please also separately insert the details of the Lender(s) if the Beneficiary and the Lender(s) are separate entities.]</i></p>	<p>YES BANK Limited, a company incorporated and registered under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949, having its registered office at YES BANK House, Off Western Express Highway, Santacruz East, Mumbai - 400055 and amongst others a branch office at <u>B XX/2427/928, Gobind Nagar, Main Ferozepur Road, Ludhiana Punjab.</u></p> <p>Branch: Ludhiana Fax No.: Telephone: Email: Attention:</p>
<p>6. Details of the Agreement</p>	<p>Amended & Reinstated Master Facility Agreement dated _____ executed between the Borrower(s) and the Lender(s)</p>
<p>7. Facility Amount</p>	<p>INR 800,000,000</p>
<p>8. Jurisdiction</p>	<p>Punjab</p>
<p>9. Assets/Net-worth</p>	<p></p>

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हिमाचल प्रदेश HIMACHAL PRADESH

E 469311

This Stamp Paper Forms Part of..... *Deed of Guarantee*

Agreement for Rs. *2,25,00,00,000*

Executed by *M.K. Loharwala, V.K. Loharwala, Gian B. Agarwal* &

on *12/10/2023* at *Baddi*

Smt Baddi, SBI

[Signature]

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[Signature]



हिमाचल प्रदेश HIMACHAL PRADESH

E 469312

This Stamp Paper Forms Part of deed of guarantee

Agreement for Rs. 2,25,00,00,000.00

Executed by V.K. Loharwala, M.K. Loharwala, Gian P. Aggarwal by SMC Baddi, SBI.

on 17/10/2023 at Baddi

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हिमाचल प्रदेश HIMACHAL PRADESH

E 469313

This Stamp Paper Forms Part of.....

Agreement for Rs. 2,25,00,00,000.00

Executed by V.K. Loharwala, M.K. Loharwala, G.P. Aggarwal & S.M.E. Buddi, B.I.

on 17/10/2023 at Baddi

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FORM C.4

(DEED OF GUARANTEE FOR OVERALL LIMIT)

(NOT TO BE ATTESTED)
(To be stamped as an agreement)

*Please insert the names and address of guarantors

THIS DEED OF GUARANTEE made the 17th Day of October,
Two thousand and Twenty Three

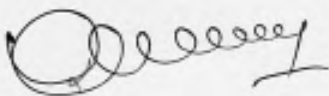
BY

- (1) Shri Manoj Kumar Lohariwala residing at Hno. 707, Sector 6, Panchkula, Haryana 134109, (M): 9218552194.
- (2) Shri Vinay Kumar Lohariwala residing at Hno. 227, Sector 6, Panchkula, Haryana 134109, (M): 9218552194.
- (3) Shri Gian Parkash Agarwal residing at E 873, Pitampura, North West Delhi, Delhi - 110034, (M): 9816019018.

Innova Captab Limited, a company within the meaning of the Companies Act, 1956 and having its registered office at ***606, 6th Floor, Ratan Galaxie, Plot No. 1, J. N. Road Mulund (W), Maharashtra, India - 400080** (hereinafter unless otherwise specifically designated referred to as "the Guarantors" which expression shall unless repugnant to the context or meaning thereof be deemed to include in so far as the company is concerned its successors and permitted assigns and in so far as the others are concerned their respective heirs, executors, administrators and legal representatives) in favour of STATE BANK OF INDIA a Corporation constituted by the State Bank of India Act, 1955 and having one of its Local Head Office at** **Sector 17, Chandigarh - 160017** and among other places a branch at *** **A 11 to 14, Big B Complex, Near Sai Road, Baddi, Himachal Pradesh, India - 173205**

(hereinafter unless otherwise specifically designated referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS in terms of an Agreement of Loan executed by
Shri/Smt/Kum.* _____
Son of/Wife of/daughter of _____





at present carrying on the business at** _____

as sole proprietor/proprietress under the firm name and style of Messrs*** _____

(hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include him/her and his/her heirs, executors, administrators, legal representatives, successors and permitted assigns)

OR

Shri/Smt./Kum* _____

son of/wife of/daughter of _____

Shri/Smt./Kum* _____

son of/wife of/daughter of _____

Shri/Smt./Kum* _____

son of/wife of/daughter of _____

Shri/Smt./Kum* _____

son of/wife of/daughter of _____

at present carrying on the business at** _____

in partnership under the firm name and style of Messrs*** _____

(hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include them and survivors or survivor of them or the partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives, and assigns)

OR

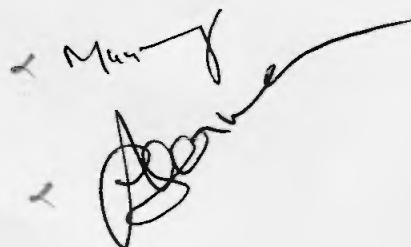
Shri* _____

son of _____ for self and as the Karta of his joint family carrying on the business at** _____

as joint family business under the firm name and style of*** _____

(hereinafter referred to as "the Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to include him and all the co-parceners or co-parcener of the Joint family of the Borrower and the survivors or survivor of them and his/their respective heirs, executors, administrators, legal representatives successors and permitted assigns)

OR



* _____ a society
/ association registered under the Societies Registration Act / Co-
operative Societies Act, and having its registered office at** _____

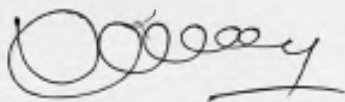
(hereinafter referred to as "the Borrower" which expression shall unless
repugnant to the context or meaning thereof be deemed to include its
successors and permitted assigns)

OR

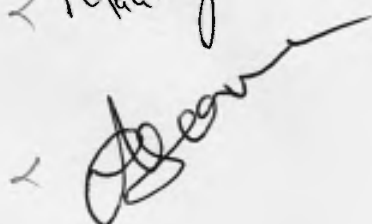
To be deleted if not required
Insert here the amount of the original overall limit

Innova Captab Limited, a company within the meaning of the
Companies Act, 1956, and having its registered office at** **606, 6th
Floor, Ratan Galaxie, Plot No. 1, J. N. Road Mulund (W),
Maharashtra, India - 400080**

(hereinafter referred to as "the Borrower" which expression shall unless
repugnant to the context or meaning thereof be deemed to include its
successors and permitted assigns) with the Bank of the other Part on the
17th day of October, **2023** as modified and/or
extended by Supplemental Agreement dated the _____ day of
2023 executed between the Borrower and the Bank (hereinafter
collectively referred to as "the said Agreement of Loan") the Bank has
agreed to finance the business of the Borrower by granting all or some or
any of the credit facilities or the Bank has agreed to continue the credit
facilities now being enjoyed by the Borrower and the Bank has also
agreed not to sue the Borrower in respect of all or some or any of the
credit facilities either in Indian or foreign currencies by way of overdrafts,
demand loans, loans, cash credits (by way of pledge lock and key type,
factory type or mundry type or by way of hypothecation or in any other
form including working capital term loan), term loans (including funding
of interest or in any other form granted as part of rehabilitation
packages), pre-shipment and post-shipment credits, opening of letters of
credits, issuing of guarantee including deferred payment guarantees and
indemnities negotiations and discounting of demand and/or usance bills
and cheques inland as well as foreign and such other facilities as may be
agreed upon from time to time between the Bank and Borrower for sums
not exceeding in the aggregate the sum of Rs. **2,25,00,00,000.00**
(Rupees Two Hundred and Twenty Five Crores only) (hereinafter
referred to as "the aforesaid credit facilities") on the terms and conditions
specified and contained therein.



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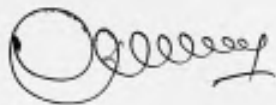
AND WHEREAS one of the conditions specified and contained in the said Agreement of Loan is that the Borrower shall procure and furnish to the Bank a guarantee guaranteeing due payment by the Borrower of the said sum of **Rs. 2,25,00,00,000.00 (Rupees Two Hundred and Twenty Five Crores only)** (hereinafter for the sake of brevity referred to as "the principal sum") together with interest costs charges expenses and/or other monies due to the Bank in respect of or under the aforesaid credit facilities or any of them on demand by the Bank.

AND WHEREAS the Guarantees at the request of the Borrower and in consideration of the Bank having agreed to grant or granted at the request of the Guarantors the aforesaid credit facilities to the Borrower have agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed (the Guarantors covenanting and agreeing jointly and severally) as follows:

1. If at any time default shall be made by the Borrower in payment of the principal sum (not exceeding **Rs. 2,25,00,00,000.00**) together with interest, costs, charges, expenses and/or other monies for the time being due to the Bank in respect of or under the aforesaid credit facilities or any of them the Guarantors shall forthwith on demand pay to the Bank the whole of such principal sum (not exceeding **Rs. 2,25,00,00,000.00**) together with interest, costs, charges, expenses and/or any other monies as maybe then due to the Bank in respect of the aforesaid credit facilities and shall indemnify and keep indemnified the Bank against all losses of the said principal sum, interest or other monies due and all costs charges and expenses whatsoever which the Bank may incur by reason of any default on the part of the Borrower.

2. The Guarantors agree and confirm that interest shall be charged on the outstandings in the account(s) opened in respect of the aforesaid credit facilities at such rate(s) as may be determined by the Bank from time to time and in such rate is linked to the State Bank Advance Rate obtaining at the particular time, any revision in the State Bank Advance Rate shall correspondingly change the effective rate of interest on such account from the date of such revision. Interest shall be calculated respectively on the daily balance of such account(s) and be debited thereto on the last working day of the month or quarter according to the practice of the Bank. The Bank shall also be entitled to charge as its own discretion such enhanced rates of interest on the account(s) either on the entire outstanding or on a portion thereof as it may fix for any irregularity and for such period as the irregularity continues or for such



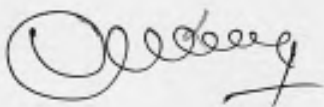


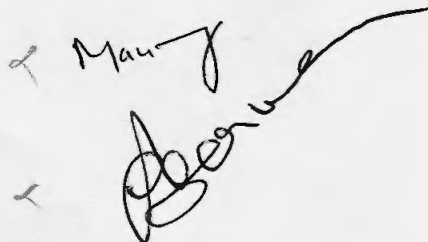
time as the Bank deems it necessary regard being had to the nature of the irregularity and the charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies.

3. The Bank shall have the fullest liberty without affecting this Guarantee to vary the amounts of the individual limits of the aforesaid credit facilities as may be agreed upon from time to time between the Bank and the Borrower subject to the aggregate thereof not exceeding the principal sum and/or to postpone for any time or from time to time enforce or forbear to enforce any remedies of securities available to the Bank of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors.

4. As the aforesaid credit facilities have been further secured by hypothecation and /or pledge of the Borrower's movable properties and / or mortgage of the Borrower's immovable properties under separate security documents executed by the Borrower with the Bank which security documents would contain stipulations as to insurance assignment and delivery of Insurance Policy to the Bank the margin or value of properties to be maintained and the periodical furnishing of different statements to the Bank and other matter the Guarantor agree that no failure in requiring or obtaining such security or in the observance or performance of any of the stipulations or terms of the said security documents and no default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under these presents.

5. The Bank shall be at liberty to take in addition to the subsisting securities any other securities for the aforesaid credit facilities or any of them or any part thereof and to release or forbear to enforce all or any of the remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under the Guarantee and that the Guarantors shall have no right to the benefit of the said security and / or any other security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the aforesaid credit facilities and of all (if any) other claims of the Bank against the Borrowers on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and ratably only




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with other Guarantor or other persons (if any) entitled to the benefit of such securities respectively.

6. The Guarantee herein contained shall be enforceable against the Guarantors notwithstanding the securities aforesaid or any of the them or any other collateral securities that the Bank may have obtained or may obtain from the Borrower or any other person shall at the time when proceedings are taken against the Guarantors hereunder be outstanding and/or not enforced and or remain unrealised.

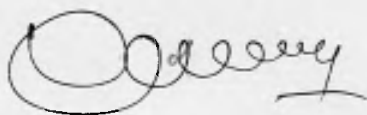
7. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantors were principal debtors to the Bank for all payments guaranteed by them as aforesaid to the Bank.

8. The guarantee herein contained is a continuing one for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.


9. Notwithstanding the Bank's rights under any security which the Bank may have obtained or may obtain the Bank shall have fullest liberty to call upon the Guarantors to pay the principal sum not exceeding **Rs. 2,25,00,00,000.00 (Rupees Two Hundred and Twenty Five Crores only)** together with interest as well as the costs (as between advocate and client) charges and expenses, and /or other monies for the time being due to the Bank in respect of or under the above mentioned credit facilities or any of them without requiring the Bank to realise from the Borrower the amount due to the Bank in respect of the above mentioned credit facilities and /or requiring the Bank to enforce any remedies or securities available to the Bank.

10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by Bank or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Bank or concern.

11. The Guarantee shall be irrevocable and enforceable against the Guarantors notwithstanding any dispute between the Bank and the Borrower.



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12. The Guarantors affirm confirm and declare that any balance confirmation and/or acknowledgment of debt and /or admission of liability given or promise or part payment made by the Borrower or the authorised agent of the Borrower to the Bank shall be deemed to have been made and /or given by or on behalf of the Guarantors themselves and shall be binding upon each of them.

13. The Guarantors shall forthwith on demand made by the Bank deposit with the Bank such sum or security or further sum or security as the Bank may from time to time specify as security for the due fulfilment of their obligations under this Guarantee and any security of deposited with the Bank may be sold by the Bank after giving to the Guarantors a reasonable notice of sales and the said sum or the proceeds of sale of the securities may be appropriated by the Bank in or towards satisfaction of the said obligations and any liability arising out of non-fulfilment thereof by the Guarantors.

14. The Guarantors hereby agree that notwithstanding any variation made in the terms of the said Agreement of loan and / or any of the said security documents including reallocation / interchange of the individual limits within the principal sum variation in the rate of interest, extension of the date for payment of the instalments, if any, or any composition made between the Bank and Borrower to give time to or not to sue the Borrower, or the Bank parting with any of the securities given by the Borrower, the Guarantors shall not be released or discharged of their obligation under this Guarantee provided that in the event of any such variation or composition or agreement the liability of the Guarantors shall not withstanding anything herein contained be deemed to have accrued and the Guarantors shall be deemed to have become liable on the date or dates on which the borrower shall become liable to pay the amount/amounts due under the said Agreement of Loan and/or any of the said security documents as a result of such variation or composition or agreement.

15. The Guarantors hereby agree and confirm 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.

16. The Guarantors agree that notwithstanding the Bank for any reason whatsoever losing and/or parting with any of the securities given by the Borrower the Guarantors shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so

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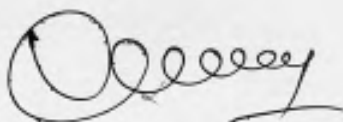
x *[Signature]*

losing or parting with a security the guarantor shall be deemed to have consented to or acquiesced in the same.

17. The Guarantors agree that if the Borrower being an individual becomes an insolvent or being a company enters into liquidation or winding up (whether compulsory or voluntary) or if the management of the undertaking of the Borrower is taken over under any law or if the Borrower and/or the undertaking of the Borrower is nationalised under any law or make any arrangement or composition with creditors the Bank may (notwithstanding payment to the Bank by the Guarantors or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower for the full amount of all the Bank's claims against the borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of 'all the rights of the Guarantors in competition with Bank until all the Bank's claims are fully satisfied and the Guarantors will not be paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claims against the Borrower have been satisfied and the Bank may enforce and recover payment from the Guarantors of the full amount payable by the Guarantors notwithstanding any such proof or composition as aforesaid. On the happening of any of the aforesaid events, the Guarantors shall forthwith inform the Bank in writing of the same.

18. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation pledge and/or mortgage and /or any other charge over goods, movables or other assets and/or any other property movable or immovable and that the Guarantors have not given this guarantee upon any understanding faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, the guarantors will not claim to be discharged to any extent because of the bank's failure to take nay or other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its defaults and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.

19. The Guarantors agree that any admission or acknowledgement in writing signed by the Borrower of the liability or indebtedness of the Borrower or otherwise in relation to the above mentioned credit facilities and or any part payment as may be made by the Borrower towards the

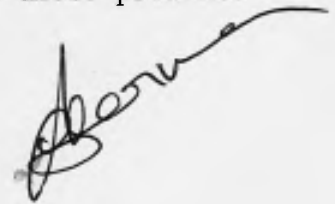
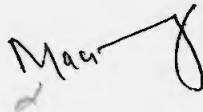
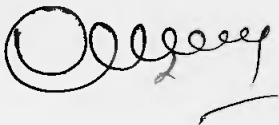




Principal, sum hereby guaranteed or any judgement, award or order obtained by the Bank against the Borrower shall be binding on the Guarantors and the Guarantors accept the correctness of any statement of account that may be served on the Borrower which is duly certified by any Officer of the Bank and the same shall be binding and conclusive as against the Guarantors also and the Guarantors further agree that in the Borrower making an acknowledgement or making a payment the Borrower shall in addition to his personal capacity be deemed to act as the Guarantors duly authorised agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

20. The Guarantors agree that amount due under or in respect of the aforesaid credit facilities and hereby guaranteed shall be payable to the Bank on the Bank serving the Guarantors with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantors either by actual delivery thereof to the Guarantors or by despatch thereof by Registered Post or Certificate of Posting to the Guarantors address herein given or any other address in India to which, the Guarantors may by written intimation give to the Bank or request that communication addressed to the Guarantors be despatched. Any notice despatched by the Bank by Registered Post or Certificate of Posting to the address to which it is required to be despatched under this clause shall be deemed to have been duly served on the Guarantors four days after the date of posting thereof, and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient if it is established that the envelope containing such notice communication or demand was properly addressed and put into the post office.

IN WITNESS WHEREOF the Guarantors have executed these presents the day and year first hereinabove written.



Signed Sealed and Delivered by

Shri. Manoj Kumar Lohariwala

Shri. Vinay Kumar Lohariwala AND

Shri. Gian Parkash Aagrwal

COMMON SEAL OF

_____ was hereunto affixed pursuant to the resolution of
the Board of Directors passed in that behalf on _____
day of _____ in the presence of

(i)

and

(ii)

* The Common Seal of the Company must be affixed in accordance with the Articles of Association of the Company.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



हिमाचल प्रदेश HIMACHAL PRADESH

D 640194

without stamp

This Non-Judicial stamp paper of INR 100
forms an integral part of Deed of Guarantee
executed by Manoj Kumar Lohaniwala/Vinay Kumar Lohaniwala
in favour of YBL.

16522
07-12-2022

Vinay Kumar Lohari w/o,
c/o Nigemic Pharms (P) LTD
69 BPI 1 h D

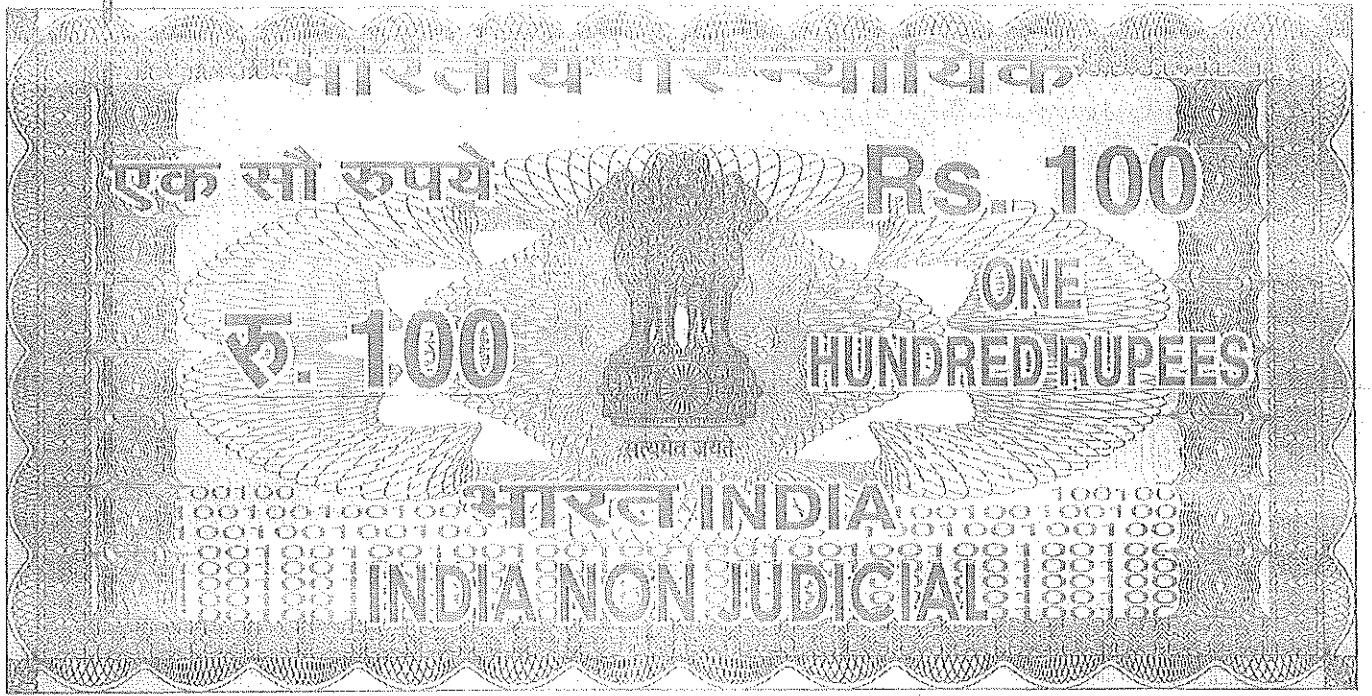
II Yes Bank LTD

To maintain

Res Bank account

DEEPA RAM SINGH VENDOR
COURT COMPLEX DELHIGARH





हिमाचल प्रदेश HIMACHAL PRADESH

D 640193

without stamp.
This non judicial stamp paper of Rs. 100
shall form part and parcel of Deed of Guarantee
Executed by Manoj Kumar Lohaniwale
in favour of Yes Bank Ltd

Manoj

16523

07.12.2022

Mamaji Kumar Lohaniwala
40 Nyeenic Pharam (R) LTD
Pay Yes Bank LTD

7. min per

Rs Bank Amount

21/11/22

DLA RAM SINGH BHOOR
COURT COMPLEX MANGRASI





हिमाचल प्रदेश HIMACHAL PRADESH

D 640173

whitish stamp
This non-judicial stamp paper of Rs. 100
shall form part of Rental deed of guarantee
Executed by Rohit Lohaniwala
in favour of YesBank Ltd

Rohit

16524
07-12-2022

Rohit Lohaniwal
do nuyenic Pharmceut LTD

TI pay Yes Bank LTD

TI mai Run.
for Bank agreement

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

A large, stylized handwritten signature or set of initials, possibly "S" or "R", written in dark ink.

DEED OF GUARANTEE

THIS DEED OF GUARANTEE ("the Deed"), is executed on the day, month, year and place set out in Schedule 1 hereto by the Person(s) named in Schedule 1 hereto as the Guarantor(s);

IN FAVOUR OF

The Person(s) set forth in Schedule 1 hereto as the Beneficiary.

(Each of the parties mentioned above, are hereinafter collectively referred to as "the Parties" and individually as a "Party").

WHEREAS:

- (A) The Lender(s) has/have vide the Agreement (as detailed in Schedule 1 hereto) and other Transaction Documents, agreed to grant/granted to the Borrower(s) (as detailed in Schedule 1 hereof) and the Borrower(s) has agreed to avail/availed from the Lender(s) financial assistances not exceeding the amount specified in Schedule 1 ("the Facilities"), on the terms and conditions contained in the Transaction Documents.
- (B) One of the conditions of the Transaction Documents is that the Facilities (actual or contingent), including interest, Additional Interest, Applicable Commission, Additional Commission, Charges, commitment charges, documentation charges, interest tax, Prepayment Charges, costs, expenses and all other amounts whatsoever payable/repayable by the Borrower(s) to the Lender(s) under the Transaction Documents ("the Obligations") shall be, *inter-alia*, secured by the guarantee of the Guarantor(s) in favour of the Beneficiary.
- (C) To give effect to the above, the Beneficiary has hereby called upon the Guarantor(s) to execute these presents, which the Guarantor(s) has agreed to do in the manner herein after expressed.

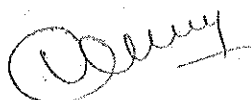
NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

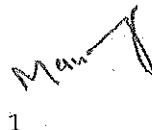
1. DEFINITIONS AND INTERPRETATION


- 1.1 **Definitions:** Unless the context requires otherwise, capitalised terms used in this Deed shall have the meaning given to them in the Agreement.
- 1.2 **Interpretation:** Unless a contrary intention appears in this Deed, Section 1.2 (*Definitions and Interpretation*) of the Agreement shall apply *mutatis mutandis* to this Deed.

2. COVENANT TO PAY

- 2.1 In consideration of the Lender(s) having extended and/or agreed to extend the Facilities, the Guarantor(s) hereby unconditionally and irrevocably covenants to, jointly and severally, repay all Obligations with respect to the Facilities and duly observe and perform all the terms and conditions of the Transaction Documents. The Guarantor(s) hereby further unconditionally and irrevocably agrees and undertakes that the Guarantor(s) shall at all times, upon first demand or notice by the Beneficiary/Lender(s), forthwith (but not later than 1 (one) Business Day) pay to the Beneficiary/Lender(s) without any demur or protest or reference to the Borrower(s) or any other Person and without the right of any set off and/or deductions and/or adjustments of any kind whatsoever, all the amounts payable under the Transaction Documents. Any such demand made by the Beneficiary/Lender(s) shall be final, conclusive and binding on the Guarantor(s) notwithstanding any difference or any dispute between the Lender(s) and/or Beneficiary and/or the Borrower(s) whether referred to arbitration or presented before any court, tribunal or any other authority.







2.2 The Guarantor(s) hereby confirms that copies of the Agreement and Transaction Documents have been provided to the Guarantor(s) and the Guarantor(s) has read and understood the terms of the Agreement and Transaction Documents.

2.3 The Guarantor(s) shall not be entitled to look into or consider any question or dispute which may arise between the Beneficiary/Lender(s) and the Borrower(s) as to the repayment by the Borrower(s) to the Lender(s) of any sum due and owing by the Borrower(s) to the Lender(s).

3. INTEREST

In the event of failure by the Guarantor(s) in making payment of Obligations, the Guarantor(s) shall be liable to pay interest at the rate stipulated by the Lender(s) on the defaulted amounts till receipt of the said amounts by the Lender(s) to its satisfaction, without prejudice to and in addition to any other remedy that the Beneficiary/Lender(s) may have against the Guarantor(s).

4. NATURE OF GUARANTEE

4.1 **Liability:** The Guarantor(s)' liability hereunder shall be unconditional, irrevocable, continuing, joint and several and co-extensive with that of the Borrower(s). The Beneficiary shall be at liberty to require the performance by the Guarantor(s) of its obligations hereunder to the same extent in all respects as if the Guarantor(s) had at all times been solely liable to perform the said obligations.

4.2 **Limitation:** This Deed shall be in full force even if the claim of the Beneficiary/Lender(s) for the Borrower(s)' obligations under the Facilities gets time barred and the Beneficiary/Lender(s) cannot recover the same from the Borrower(s) by initiating Legal Proceedings.

4.3 **Continuing Guarantee:** This Deed shall continue to be valid until the Final Settlement Date and shall be binding on the successors, legal representatives, and permitted assigns of the Guarantor(s).

4.4 **Variation of terms:** Without the concurrence of and without providing any notice to the Guarantor(s), the Borrower(s) and the Lender(s) shall be at liberty to vary, alter or modify the terms and conditions of the Transaction Documents, enforce or release any Security and in particular to renew the Facilities, defer, postpone or revise the repayment/payment of the Obligations.

4.5 **Suspense account:** Any monies received by the Beneficiary/Lender(s) which is not applied in or towards the repayment of the Obligations may be placed to the credit of a suspense account with a view to preserving the Lender(s) rights or may be applied in or towards satisfaction of such liabilities as the Lender(s) in its sole discretion may determine.

4.6 **Enforcement:** This Deed shall be enforceable against the Guarantor(s), notwithstanding any Security executed or procured by the Obligor(s) in favour of the Lender(s)/Beneficiary are outstanding or unrealised or lost.

4.7 **Unconditional and Irrevocable:** This Deed shall be irrevocable and the obligations of the Guarantor(s) hereunder shall not be conditional on the receipt of any prior notice by the Guarantor(s) or by the Borrower(s) and the demand or notice by the Beneficiary, as provided in terms of this Deed shall be sufficient notice to or demand on the Guarantor(s).

5. RIGHTS OR REMEDIES OF THE BENEFICIARY/LENDER(S)

5.1 The rights and remedies conferred upon the Beneficiary under this Deed shall not prejudice any other rights or remedies to which the Beneficiary may, independent of this Deed, be entitled to under other Transaction Documents or under Applicable Law.

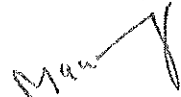
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- 5.2 Nothing herein shall prejudice the rights or remedies of the Beneficiary under Applicable Law or equity and/or in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Guarantor(s) to the Beneficiary.
- 5.3 The Lender(s) shall have full liberty, without notice to the Guarantor(s) and without in any way affecting this Deed, to exercise, at any time and in any manner: (a) any right under the Transaction Documents; (b) enforce or forbear to enforce payment of the Obligations or any of the remedies or Security available to the Lender(s).
- 5.4 The Guarantor(s) hereby waives in favour of the Beneficiary/Lender(s) all the suretyship and other rights which the Guarantor(s) might otherwise be entitled to enforce.
- 5.5 The Guarantor(s) shall not be entitled to the benefit of subrogation *vis-à-vis* securities or otherwise until all Obligations have been fully paid/repaid to the satisfaction of the Lender(s).
- 5.6 The Guarantor(s) hereby agrees that between the Beneficiary and the Guarantor(s), each of the Guarantor(s) is a principal debtor and hereby specifically waives all of their rights under sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.
- 5.7 The Guarantor(s) hereby agrees that a certificate in writing signed by a duly authorised official of the Beneficiary/Lender(s) shall be conclusive evidence against the Guarantor(s) of the amount for the time being due to the Lender(s) from the Borrower(s) in any action or proceeding brought on this Deed against the Guarantor(s).
- 5.8 The Beneficiary shall be entitled to make multiple demands under this Deed and this guarantee shall not be wholly or partially satisfied or exhausted by any payments made by the Borrower(s) and shall be valid and binding on the Guarantor(s) and operative until the Final Settlement Date.
- 5.9 The Guarantor(s) hereby agrees that the Borrower(s) shall be free to avail further credit facilities from the Lender(s) or any other banks and financial institutions in addition to the Facilities and/or to secure the same during the subsistence of this Deed and in that event the guarantee under this Deed shall not be affected or vitiated in any way whatsoever.
- 5.10 It shall not be necessary for the Beneficiary/Lender(s) to exhaust its rights under any other Transaction Document or take any action against the Borrower(s) before requiring the Guarantor(s) to make payment under this Deed. The Guarantor(s) waives any rights that it may have of first requiring the Beneficiary/Lender(s) to proceed against or enforce any other rights or Security or claim payment from any other Person before claiming against the Guarantor(s) under this Deed.
- 5.11 The Guarantor(s) hereby confirms that in case the Guarantor(s) fails to make payment under this Deed and/or perform the obligations hereunder, the Guarantor(s) together with its/their directors/partners/proprietor/trustees, as the case may be, may be declared as 'willful defaulter' and/or 'non-cooperative' by the Lender(s) in accordance with the guidelines issued by the RBI and the Beneficiary/Lender(s) shall have an unqualified right to disclose or publish the details including the name, address and photographs of the Guarantor(s) and/or its directors/partners/proprietor/trustees as defaulters and/or non-cooperative in such manner as the Beneficiary/Lender(s) in their absolute discretion may deem fit.
- 5.12 The liability of the Guarantor(s) under this Deed shall not be affected by:
- (a) any change in the constitution or winding up of the Borrower(s) and/or Beneficiary and/or Lender(s) and/or Guarantor(s) or any absorption, merger, demerger or amalgamation of the Borrower(s) and/or Beneficiary and/or Lender(s) and/or Guarantor(s) with any other company, corporation or concern; or
 - (b) any change in the management of the Borrower(s) and/or Guarantor(s) or takeover of the management of the Borrower(s) and/or Guarantor(s) by any Government Authority; or







- (c) acquisition or nationalization of the Borrower(s) and/or Guarantor(s) and/or Beneficiary and/or Lender(s) and/or of any of its/their undertaking(s) pursuant to Applicable Law; or
- (d) the liquidation/bankruptcy/insolvency/dissolution/death or other analogous proceedings against or of the Guarantor(s)/Borrower(s);
- (e) any subsequent determination of illegality, invalidity or unenforceability of any deed, documents, demand promissory notes or agreements evidencing the debt, for any reason whatsoever including but not limited to the reason of change in Applicable Law or regulations or violation of any Applicable Law or occurrence of any force majeure events (including but not limited to any act of government or governmental/quasi-governmental sanctions, terrorist/extremist/anti national activities/war like situations/remittance restrictions/ act of god, etc.) or any other circumstances which make the indebtedness unenforceable against the Borrower(s). The Guarantor(s) shall remain obligated to pay under this Deed even if any other person, who is obligated to pay the debt, including the Borrower(s) or principal/primary debtor, has been discharged under any law/regulations from its obligation for any reason whatsoever including but not limited to bankruptcy, etc.

6. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties made by the Guarantor(s) under the Transaction Documents, if any, which are incorporated herein by reference, the Guarantor(s) hereby declares and warrants on each day until the Final Settlement Date that:

- (a) it has the legal right, absolute authority and full power to deliver, enter upon this Deed and all instruments and documents delivered by it pursuant to this Deed;
- (b) the constitutional documents of the Guarantor(s), if any, do not restrict furnishing guarantee in accordance with this Deed;
- (c) the obligations expressed to be assumed by the Guarantor(s) in this Deed and/or any other documents required for securing the Facilities are legal, valid, binding and enforceable;
- (d) all Authorisations, corporate actions, consents, approvals etc. necessary for the purpose of furnishing the guarantee hereunder have been duly obtained and are in full force and effect and shall be kept valid at all times;
- (e) all the undertakings, representations, covenants and warranties, and all information in this Deed are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remain to be furnished to the Beneficiary;
- (f) no Event of Default or an event which on lapse of time would become an Event of Default as specified in the Agreement or hereunder has occurred and continuing;
- (g) by furnishing the guarantee hereunder, the Guarantor(s) shall not be in violation of any (i) covenants or conditions under any existing agreement with any other Person; (ii) decree of a court of law or direction of a Government Authority; and/or (iii) Applicable Law;
- (h) there are no Legal Proceedings in progress or pending against or relating to the Guarantor(s) which could prevent the Guarantor(s) from fulfilling its/their obligations under this Deed;
- (i) the Guarantor(s) is not entitled to claim and will not claim immunity for itself from the jurisdiction, execution of a judgement, attachment or any other Legal Proceedings;
- (j) all payments under this Deed shall be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by any Applicable Law;

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- (k) the Guarantor(s) has not received and shall not receive, without prior consent in writing of the Beneficiary, any security or commission from the Borrower(s) for executing this Deed;
- (l) the Guarantor(s) shall not in event of the liquidation of the Borrower(s) prove in competition with the Beneficiary/Lender(s) in the liquidation proceedings;
- (m) the Guarantor(s) has not been named in any list of defaulters circulated by the RBI, CIBIL, Export Credit Guarantee Corporation or any banking company and its name does not appear in any caution list of any nature published by the RBI or any similar regulatory or Government Authority;
- (n) in case the Guarantor(s) is an overseas Person, then (each of) the Guarantor(s) shall at all times until the Final Settlement Date maintain credit rating from at least one of the international rating agencies (S&P, Fitch Ratings and Moody's Ratings) which shall correspond to a lower risk weight than the standalone rating of (each of) the Borrower(s);
- (o) in case the Guarantor(s) is an overseas Person, there are no legal, regulatory or other restrictions or issues including in the jurisdiction of the Guarantor(s) in making remittances to the Beneficiary/ Lender(s) under this Deed and other Transaction Documents and all requisite Authorisations as required are in place; and
- (p) all information and data furnished hereunder are true and correct and the Guarantor(s) shall keep the Beneficiary informed of any event as a result which may render any representation and warranty untrue or incorrect.

7. ALIENATION OF ASSETS

The Guarantor(s) shall not sell, transfer, encumber charge, pledge, hypothecate, mortgage, or create any lien on all or any of the assets described in Schedule 1, if any, save and except as agreed otherwise, without the prior written permission of the Beneficiary/Lender(s);

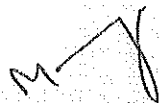
8. WAIVER AND AMENDMENT

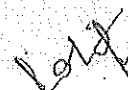
- (a) No failure to exercise, nor any delay in exercising any right or remedy by the Beneficiary under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy by the Beneficiary in respect of any other default or otherwise.
- (b) The rights and remedies provided in this Deed are cumulative and not exclusive of their rights under the Applicable law and may be waived only in writing and at the Beneficiary's sole discretion.
- (c) This Deed may be amended only by mutual written agreement between the Parties.

9. SET OFF

The Beneficiary/Lender(s) shall have a lien and right of set-off on all monies belonging to the Guarantor(s) standing to its credit in the bank account of the Guarantor(s) with the Beneficiary/Lender(s). The Beneficiary/Lender(s) may, at any time, in its absolute discretion, combine or consolidate all or any of the accounts of the Guarantor(s) and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower(s) and/or the Guarantor(s)/its group companies/ affiliates/ subsidiaries/ holding companies/ joint ventures/partnerships such other co-ownership arrangement to the Lender(s) or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint and whether arising out of the liability of the Borrower(s) and/or the Guarantor(s)/ its group companies/ affiliates/ subsidiaries/ holding companies/ joint ventures/ partnerships such other co-ownership arrangement, as principal debtor and/or guarantor. The rights conferred on the Beneficiary/Lender(s) hereunder shall be







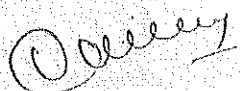
in addition to and without prejudice to any other recourse which the Beneficiary/Lender(s) may now or hereafter hold.

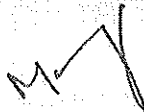
10. INDEMNITY

- 10.1 The Guarantor(s) shall, on demand by the Beneficiary/Lender(s), indemnify the Beneficiary/Lender(s) and each of its respective officers, directors, employees, representatives, attorneys and agents ("the Indemnified Party") from and hold each of them harmless for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Indemnified Party from and hold each Indemnified Party harmless in any way in connection with or arising out of the negotiation, preservation or enforcement of any rights under, or in carrying out its duties and obligations under the Transaction Documents.
- 10.2 The Guarantor(s) hereby authorise(s) the Beneficiary/Lender(s) to act and rely on any instructions or communications for any purpose which may, from time to time, be or purport to be given by facsimile, email, tele-copier, untested telex, cable or any other form of electronic communication by the Guarantor(s). The Guarantor(s) acknowledge(s) that (a) sending information by fax or email or any other form of electronic communication is not a secure means of sending information; (b) the Guarantor(s) is aware of the risks involved in sending instruction/communication by fax or email or any other form of electronic communication, including the risk that such instructions/communication may be fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient; and (c) the request to the Beneficiary/Lender(s) to accept and act on instructions/communication is for the Guarantor(s)' convenience and benefit only. The Guarantor(s) hereby agrees that all such risks shall be fully borne by the Guarantor(s) and the Guarantor(s) assume full responsibility for the same, and the Beneficiary/Lender(s) shall not be liable for any losses or damages arising upon the Beneficiary/Lender(s) acting, or the Lender(s) failure to act, wholly or in part in accordance with instructions given by facsimile, email, tele-copier, untested telex, cable or any other form of electronic communication. The Guarantor(s) shall indemnify the Indemnified Party and keep the Indemnified Party indemnified from and against all claims either by the Guarantor(s) or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) which may be brought or preferred against the Indemnified Party or which the Indemnified Party may suffer, incur or sustain by reason of or on account of the Indemnified Party having so acted whether wrongly or mistakenly or not, or of the Indemnified Party failing to act wholly or in part in accordance with the instructions received vide such forms of electronic communication and the terms of this Deed.

11. NOTICES

- 11.1 All notices and other communications provided for hereunder shall be in writing and, unless otherwise stated, may be given in person, by post or courier or by facsimile or by email at the addresses of a Party specified in Schedule 1 hereto. Each Party shall inform the other Party of any change in its details of communication as provided in Schedule 1 hereto by not less than 5 (five) Business Days, failing which, the notice so sent as per the last address provided by such Party shall be deemed to properly served.
- 11.2 All such notices and communications made or delivered by the Beneficiary/Lender(s) to the Guarantor(s) under or in connection with this Deed shall be effective (i) if sent in person, when delivered, (ii) if sent by courier, (a) 1 (one) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery; (iii) if sent by registered letter when the acknowledgement of delivery is received and (iv) if sent by fax or email, when sent. *Provided* however that any notice or communication to the Beneficiary/Lender(s) shall be effective only on actual receipt by the authorised person of the Beneficiary/Lender(s) for whose attention the notice or communication has been expressly marked.





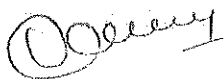


12. GOVERNING LAW AND JURISDICTION

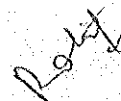
- 12.1 This Deed shall be governed by and construed in accordance with Indian law.
- 12.2 The Guarantor(s) agrees that the courts/ tribunals as specified in Schedule 1 shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings arising out of or in connection with this Deed may be brought in such courts or the tribunals.
- 12.3 Nothing contained herein shall limit the right of the Beneficiary/Lender(s) to initiate any Legal Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Legal Proceedings in one or more jurisdictions preclude the taking of Legal Proceedings in any other jurisdiction whether concurrently or not.

13. MISCELLANEOUS

- 13.1 **Extent of Liability:** In the event of there being more than one Guarantor, the obligations of each Guarantor(s) hereunder shall be joint and several. Each Guarantor(s) agrees that the Beneficiary/Lender(s) may commence Legal Proceedings collectively against all the Guarantors or against any one or more Guarantor(s) without the necessity of first attempting to collect the Obligations from any specific Guarantor(s) and without impairing the rights of the Beneficiary/Lender(s) against other Guarantor(s) under this Deed. The Beneficiary/Lender(s) may release any one or more of the Guarantors from this Deed and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or several Guarantors or any other Person, without prejudicing or affecting its rights and remedies against the other Guarantors.
- 13.2 **Severability:** Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired.
- 13.3 **Discharges and Releases:** Notwithstanding any discharge, release or settlement from time to time between the Beneficiary and the Guarantor(s), if any discharge or payment in respect of the Obligations by the Borrower(s) or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Beneficiary shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.
- 13.4 **Disclosure:** The Guarantor(s) gives specific consent to the Beneficiary/Lender(s) for disclosing/submitting 'financial information' as defined under the Insolvency and Bankruptcy to any 'Information Utility' ("IU") as defined under the Insolvency and Bankruptcy Code and hereby specifically agree to promptly authenticate the 'financial information', submitted by the Beneficiary/Lender(s), as and when requested by the concerned IU.
- 13.5 **General Consent:** The Guarantor(s) consents generally in respect of any Legal Proceedings arising out of or in connection with this Deed to the giving of any relief or the issue of any process connection with such Legal Proceedings including enforcement or execution of any order or judgement against any of its assets.
- 13.6 **Assignment:** The Lender(s) may, at any time, assign or transfer all or any of its rights and/or benefits under this Deed to any Person without any consent of or intimation to the Guarantor(s).
- 13.7 **Effectiveness:** This Deed shall become effective from the date specified in Schedule 1 and until the Final Settlement Date.







IN WITNESS WHEREOF the Guarantor(s) has/have executed this Deed on the day, month and year as mentioned in Schedule 1 hereof.

Signed and Delivered on behalf of Manoj Kumar Lohariwala, Vinay Kumar Lohariwala and Rohit Lohariwala by self

Yes Bank Limited

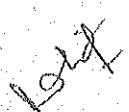
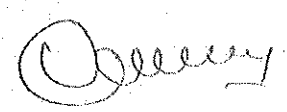
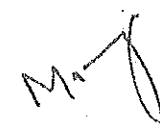
Rohit

Manoj

Vinay

SCHEDULE 1

1. Day, Month and Year of this Deed of Guarantee	
2. Place of execution of this Deed of Guarantee	
3. Name and Notice Details of the Guarantor(s)	<p>1. Name: Manoj Kumar Lohariwala Address: #797, Sector 21, Panchkula, Haryana Corporate Office: NA Fax No.: Telephone: Email: Attention:</p> <p>2. Name: Vinay Kumar Lohariwala Address: #227, Sector 6, Panchkula, Haryana Corporate Office: NA Fax No.: Telephone: Email: Attention:</p> <p>3. Name: Rohit Lohariwala Address: Ward No. 16, Rajgarh, Sadulpur Chura, Rajasthan Corporate Office: NA Fax No.: Telephone: Email: Attention:</p>
4. Name and Notice Details of the Borrower(s)	<p>Constitution: <u>Nugenic Pharma Private Limited</u>, a company incorporated in India under the Companies Act, 1956/ Companies Act, 2013, having Corporate Identification Number <u>U24230HP2004PTC027717</u> with its registered office at <u>Plot No 69-A EPIP, Phase-1, Jharmajri, Baddi, Distt Solan, Himachal Pardesh 173205</u></p>
	<p>and having its corporate office at <u>Plot No 69-A EPIP, Phase-1, Jharmajri, Baddi, Distt Solan, Himachal Pardesh 173205</u> and shall include its successors and permitted assigns</p> <p>Fax No.:</p>

	Telephone: Email: Attention:
5. Name and Notice Details of the Beneficiary <i>[Please also separately insert the details of the Lender(s) if the Beneficiary and the Lender(s) are separate entities.]</i>	YES BANK Limited, a company incorporated and registered under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949, having its registered office at YES BANK House, Off Western Express Highway, Santacruz East, Mumbai - 400055 and amongst others a branch office at <u>SCO 151-152, Sector 9C Madhya Marg Chandigarh.</u> Branch: Ludhiana Fax No.: Telephone: Email: Attention:
6. Details of the Agreement	Amended & Reinstated Master Facility Agreement dated _____ executed between the Borrower(s) and the Lender(s) Amended & Reinstated loan Agreement dated _____ executed between the Borrower(s) and the Lender(s)
7. Facility Amount	: INR 150,000,000/-
8. Jurisdiction	: Himachal Pradesh
9. Assets/Net-worth	:

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Deery

M. J.

SUPPLEMENTARY LETTER OF CONTINUING GUARANTEE

(JOINT & SEVERAL)

This Supplementary Letter of Continuing Guarantee is executed at the date and place more particularly set out in Item 1 of Annexure-1 by the persons more particularly set out in of Annexure-4 which persons shall, unless repugnant to the context or meaning thereof, be deemed to mean and include; (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor(s), their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (c) in case of a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (d) in case of a trust, the trustee(s) of the trust for the time being and from time to time; (e) in case of a Hindu Undivided Family (“HUF”), the Karta and the members for the time being and from time to time of the said HUF and their respective heirs, executors, administrators and assigns; (f) in case of an individual proprietor, the proprietor’s heirs, administrators, executors and legal representatives; (g) in case of a registered society, its successors and permitted assigns; hereinafter collectively called “**the Guarantor(s)**” of the ONE PART;

IN FAVOUR OF

HDFC BANK LTD., a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at the place more particularly mentioned in Item 2 of Annexure-1, hereinafter called “**the Bank**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART;

WHEREAS

A. At the request of the persons more particularly set out in Annexure-2 (hereinafter collectively called “**the Original Guarantor(s)**”) the Bank had granted/ agreed to grant to the persons more particularly mentioned in Annexure-5 (hereinafter referred to as “**the Borrower**”) various credit facilities and/ or sub limits within a credit facility, as the case may be, aggregating to the amount more particularly listed out in Annexure-3 hereinafter collectively called the “Facility”.

B. One of the conditions of the Bank having agreed to grant/ having granted the Facility to the Borrower was that the Original Guarantor(s) shall execute in favour of the Bank an unconditional and irrevocable continuing guarantee by way of letter(s) of guarantee issued by the Original Guarantors in favour of the Bank. The details of the letters of guarantees issued by the Original Guarantor(s) from time to time including all supplementary letters of guarantee issued by such Original Guarantors from time to time are more particularly set out in Annexure-2 attached hereto (collectively referred to as “**Existing Letter(s) of Guarantee**”).

C. At the Borrower’s request the Bank has agreed to revise the credit facilities and/ or sub limits within a credit facility, as the case may be, as more particularly set out under Annexure-3 (“**Revised Facility**”) and grant the Revised Facility to the Borrower on such revised terms and conditions. One of the conditions of the Bank having agreed to grant/ having granted the said Revised Facility to the Borrower was that the Guarantor(s) as more particularly set out under Annexure-4 hereto shall execute in favour of the Bank an unconditional and irrevocable continuing Guarantee covering the Revised Facility.

NOW THEREFORE THE GUARANTORS AGREE that in consideration of the Bank having granted and/ or agreed to grant the Revised Facility to the Borrower, doth hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/ or contestation and notwithstanding any dispute between the Bank and the Borrower, of all the amounts including the principal sum more particularly mentioned in Annexure-3 under the Revised Facility alongwith interest, additional interest, commission, costs and any other charges that may be applicable to the Revised Facility.

[X]

Page 1 of 8

Signature Not Verified

Digitally signed by MANOJ KUMAR
LOHARIWALA
Date: 2023.06.14 18:27:05 IST

Signature Not Verified

Digitally signed by VINA KUMAR
LOHARIWALA
Date: 2023.06.14 18:28:20 IST

Signature Not Verified

Digitally signed by INNOVA CAPTAB
LIMITED
Date: 2023.06.14 18:24:33 IST

The Guarantors hereby confirm that they have each received a copy of the Existing Letter(s) of Guarantee and also confirm the terms and conditions of the same are acceptable to them and are binding on them, save as modified in this Supplementary Letter of Continuing Guarantee.

The Original Guarantors hereby confirm that this Supplementary Letter of Continuing Guarantee shall be a supplement to the Existing Letter(s) of Guarantee and that all the terms and conditions of the Existing Letter(s) of Guarantee shall mutatis and mutandis apply to this Supplementary Letter of Continuing Guarantee save as specifically modified in this Supplementary Letter of Continuing Guarantee and shall extend to the Revised Facility.

The obligations under this Supplementary Letter of Continuing Guarantee read with the Existing Letter(s) of Guarantee are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantor(s) alone or jointly with the Borrower.

Governing Law, Jurisdiction and Arbitration:

This Agreement shall be subject to, governed by, and construed in accordance with the laws of India.

The Parties hereto expressly agree that all disputes arising out of and /or relating to this Agreement including any Transaction Documents shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Lending Office is situated more particularly mentioned in Annexure-1. Provided that to the extent allowed by Law, the Bank shall be entitled to take proceedings relating to a dispute in any Court/Tribunal of any other place which has jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The venue of arbitration shall be the city in which the Lending Office is situated or such other place as may be determined by the Bank. If a Party is required to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award.

Annexure-1

Item No.	Description	
1	Date of execution of the Supplementary Letter of Continuing Guarantee	
	Place of execution	BADDI
2	Location of HDFC Bank's Branch / Lending Office (Address).	BADDI
3	Place of Jurisdiction Mumbai /	BADDI / CHANDIGARH / MOHALI

[X]

Signature Not Verified

Digitally signed by MANOJ KUMAR LOHARIWALA
Date: 2023.06.14 18:27:05 IST

Signature Not Verified

Digitally signed by VINA KUMAR LOHARIWALA
Date: 2023.06.14 18:28:20 IST

Signature Not Verified

Digitally signed by INNOVA CAPTAB LIMITED
Date: 2023.06.14 18:24:33 IST

Annexure-2

LIST OF ORIGINAL GUARANTORS & DETAILS OF EXISTING LETTERS OF GUARANTEE

Name of Existing Guarantor	Name of Relation(S/o, W/o, D/o)	Constitution	Business/Residence/Registered Address	Date of execution of the Existing Letter of Guarantee	Amount guaranteed there under(Rs/Lakhs)	Remarks(Please write the name of all partners in case of Partnership)
Innova Captab Limited	HOLDING COMPANY	PUBLIC LTD	1281/1 Hiltop Industrial Estate Innova Captab Pvt Ltd EPIP, Phase-1, Jharmajri, Baddi Solan, Shimla, Himachal Pradesh, India	18/11/22	6,50,00,000/-	
Manoj Kumar Lohariwala	Lohariwala	INDIVIDUAL	Hno 797 Sec 21 Panchkula Haryana, Panchkula, Haryana, India	18/11/22	6,50,00,000/-	
Vinay Kumar Lohariwala	Lohariwala	INDIVIDUAL	Hno 797 Sec 21 Panchkula Haryana, Panchkula, Haryana, India	18/11/22	6,50,00,000/-	

*The amount should tally with the Facility Amount in Annexure 3

Annexure-3

DETAILS OF EXISTING AND REVISED FACILITY

Item No.	Details	Facility Amount (Rs. Lakhs)	Revised Facility Amount (Rs. Lakhs)	Remarks
	BG	3500	3500	
	CC	3000	3000	

	PRE SHIPMENT – SL OF BG	'(300)	'(3000)	
	POST SHIPMENT – SL OF BG	'(300)	'(3000)	
	TERM LOAN	0	14500	
	TOTAL	6500	21000	

Annexure - 4

LIST OF GUARANTORS
(Guaranteeing the Revised Facility Amount)

LIST OF GUARANTORS

In case of Individuals :		
Name of the Individuals	Name of Relation	Address of Business/Residence
Manoj Kumar Lohariwala	Lohariwala	Hno 797 Sec 21 Panchkula Haryana,Panchkula,Haryana, India
Vinay Kumar Lohariwala	Lohariwala	Hno 797 Sec 21 Panchkula Haryana,Panchkula,Haryana, India
	S/o , W/o ,D/o	
	S/o , W/o ,D/o	
	S/o , W/o ,D/o	
	S/o , W/o ,D/o	

Annexure - 4 Continued

(1)	In case of Partnership firms:	
Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	
Mr./Ms.	S/o, W/o, D/o	

[X]

Jointly carrying on the business in Partnership under the name and style of M/s _____
and having a place of business at _____.

(2)

Name of the Partner	Name of Relation	Address of Business/Residence	
Mr./Ms.	S/o, W/o, D/o		
Mr./Ms.	S/o, W/o, D/o		
Mr./Ms.	S/o, W/o, D/o		
Jointly carrying on the business in Partnership under the name and style of M/s _____ and having a place of business at _____			
In case of companies :			
Name of the Company (incorporated under the provisions of the, Company Act 1956)		Having its registered office at :	
Innova Captab Limited		1281/1 Hiltop Industrial Estate Innova Captab Pvt Ltd Epip, Phase-1, Jharmajri, Baddi Solan, Shimla, Himachal Pradesh, India	
In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence
Mr./Ms.		S/o, W/o, D/o	

(in case of insufficient space provided, addendums to the annexure may be provided)

**Annexure - 5
List of Borrower(s)**

In case of Individuals :		
Name of the Individuals	Name of Relation	Address of Business/Residence

[X]

Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
(1)	In case of Partnership firms:	
Name of the Partner	Name of Relation	Address of Business/Residence
	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of _____
and having a place of business _____

Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	
Mr./Ms. _____	S/o, W/o, D/o _____	

Jointly carrying on the business in Partnership under the name and style of M/s _____
and having a place of business _____

In case of companies :	
Name of the Company (incorporated under the provisions of the Company Act 1956)	Having its registered office at :
Univentis Medicare Limited	Plot No 63 Epip Phase 1 Jharmajri Baddi Distt Solan ,Nalagarh,Himachal Pradesh,India

In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence

[X]

Mr./Ms. _____	S/o, W/o, D/o _____
(in case of insufficient space provided, addendums to the annexure may be provided)	

Note: If signed through a POA Holder or Authorised Signatory please specify

(In case of an Individual)

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their authorized signatories at the place, on the day and year first hereinabove mentioned.

Name of the Guarantor
 Manoj Kumar Lohariwala
 Vinay Kumar Lohariwala

(In case of Proprietary Concern)

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, at the place, on the day and year first hereinabove mentioned

For (Name of the Prop. Concern)) Signature _____
 Proprietor))

In case of a Partnership/Limited Liability Partnership firm)

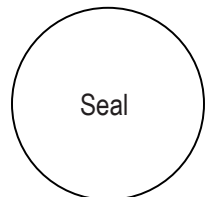
IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For) Signature _____
 (Name of the Partnership/ Limited Liability Partnership Firm))
)
)

(In case of a Company)

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed at the place, on the day and year first hereinabove mentioned

The Common Seal of M/S Innova Captab Limited has been affixed hereunto)
 pursuant to the Resolution of the Board of Directors dated _____)
 in the presence of:)
 1.)
 2.)
 the Director/sand/or the..... who have in token thereof, subscribe)
 their signature hereto.)



[X]

(In case of a Hindu Undivided Family)

IN WITNESS WHEREOF the members of the said Hindu Undivided Family have set and subscribed their respective hands hereto, at the place, on the day and year first hereinabove mentioned

For _____

[X]

(Name of the Hindu Undivided Family)

Signatures

)
)
)

(Members of the said HUF)

(In case of a registered Society)

IN WITNESS WHEREOF the authorised personnel of the society has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For _____ Signature

(Name of the registered Society)

(Authorised Personnel)

(In case of a registered Trust)

IN WITNESS WHEREOF _____ acting in the capacity of the Trustee of _____ the Trust has set and subscribed his hand hereto, at the place, on the day and year first hereinabove mentioned

For

(Name of the Trust)

(Trustee)

Signature

)
)