

Ref No : 88615406

Date : 05-Oct-2023

To,
Spsbio Chem Private Limited
Sco 85-86 Sector 12
Panchkula
Panchkula
Haryana 134114

Dear Sir(s)

Subject: Sanction of Credit Facilities

Kind Attention: Deepak Singla, Rohit Singla

With reference to your request, we are pleased to sanction the following credit facilities as per the terms and conditions given here under:

This sanction is subject to the acceptance of Terms and conditions mentioned in this sanction letter and more particularly detailed in the Facility documents/Master Facility Agreement and submission of required documents, detailed below, unless specifically waived by the Bank.

1. **Borrower** : Spsbio Chem Private Limited
2. **Proprietor/ Partners/Promoter Directors** : Deepak Singla, Rohit Singla
3. **Guarantors** : Sat Paul Singla, prem Lata, sabhya Infrastructure Limited, deepak Singla, rohit Singla
4. **Total amount sanctioned** : 430000000.00 (FORTY THREE CRORE)

5. Details of Credit facilities sanctioned

Sr No	Credit Facility	Type Of Limit	Currency	Limits (amount in Lacs)	Total ROI (Percentage per annum) (Floating rate)	Current Reference Rate %	BG/LC Commission (%)	Tenor (Month / Days)	Valid Upto
1	Cash Credit	Main Limit	INR	100.00	9 % The spread will be modified basis the 3M TBILL rate as applicable on loan booking date	6.84		12	15-Sep-2024
2	Bbg-wc Term. Loans	Main Limit	INR	3200.00	9.08 % The spread will be modified basis the 3M TBILL rate as applicable on loan booking date	6.84		90	15-Sep-2024
3	Bbg-wc Term Loans	Main Limit	INR	1000.00	9 % The spread will be modified basis the 3M TBILL rate as applicable on loan booking date	6.84		96	15-Sep-2024

Total Limits	RS.	4300.00					
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In Case of external benchmark the reference rate shall be reset by the Bank once in three months or at such intervals as may be permissible under the RBI guidelines / regulations from time to time. In case of MCLR reference Rate the applicable Banks MCLR shall be reset by the Bank in accordance with the tenure/tenor frequency of the MCLR being [overnight]/[one-month]/[three-month]/[six-month]/[one year] MCLR. The Borrower hereby further agrees that the applicable interest rate shall change in accordance with every reset/change of the Reference Rate or change of the spread by the Bank. On the date of actual release of the loan / Credit limit in case the reference rate value changes, the spread mentioned herein would be adjusted by the bank keeping the Interest Rate intact.

Margins (%) - Facility Wise :

Sr No	Credit	Stock	Book Debts	Stock Exp	Debtor Exp	FD % / Cash / Bill Margin	Mutual Fund share	Plant Machinery
1	Cash Credit	25< 90 days	50< 90 days	-	-	-	-	-
2	Bbg-wc Term Loans	-	-	-	-	-	-	26
3	Bbg-wc Term Loans	-	-	-	-	-	-	26

6. Purpose : Working Capital

7. Interest payment : Monthly rests, unless otherwise specified. Interest needs to be serviced by the 3rd of every month.

8. Fees & Charges

Sr. No.	Fees / Charges	Amount (Rs.) / Rate (%)
1	PROCESSING FEES	0.20
2	RENEWAL FEES	0.15

"All charges are exclusive of GST/Applicable Taxes, will be applied as applicable"

9. Security -Primary : Debtors, Plant & Machinery, Stock

10 Security -Collateral : Industrial /commercial, Industrial Property, Personal Guarantee Of The Promoters And All Collateral Owners

Sr No	Property Description	Type of property (Residential / Commercial)	Property Owner Name	Type of Charge
1	Land/building Measuring 29 Bighe 5 Biswe Being Complete (saalam) Share Comprised In Khewat/khatoni No. 113/149 Khasra Nos. 15(5-14), 16(4-0), 17(4-0), 422/18(0-13), 423/18(0-18), 19(3-14), 29(4-0). 21 Dera Bassi Rauni Main Road 0	Industrial Property Used For Commercial Activity	Sabhya Infrastructure Limited	Equitable Mortg
2	72 Kanal 02 Marla Tehsil Radhaur Waka Mauja Damla Tehsil Radaur District Yamunanagar Tehsil Radhaur Yamunanagar Haryana 135001	Industrial Estates With Industrial Activity	Sps Bio-chem Private Limited	Equitable Mortg

11. Other Covenants

a) Interest Servicing : In case of a CC/OD facility, last day of every month. Interest to be serviced within 3 days of the applicable due date even if the utilization is within the sanctioned limits.

- b) Interest Levy** : Charged @ 18.00% p.a. on overdue/ delays/ defaults of any monies payable.
- c) Commitment Charges** : Charged @ 0.500 % p.a. on quarterly basis, on the entire unutilized portion, if average utilization is less than 60 % < Only for CC / OD facility >
- d) Stock Statement** : To be submitted MONTHLY with ageing detail, on or before the 7th day of the month < Only for CC facility >. The Book debts statements will not include receivables from affiliates of the borrower (including subsidiaries and employees).
- e) Additional Interest levy** : @ 2% p.a. additional interest levy over existing rate of interest on account of
I. Maintaining Current Account with Other Bank while facility is granted under Sole Banking (applicable where specific permission is not taken by the customer).
II. Deterioration in account conduct.
- f) Penal Interest levy** : @ 2% p.a. Penal interest levy over existing rate of interest for:
I. Non-submission of documents for renewal of credit facilities.
II. Non submission of Stock statement.
III. Non submission of Stock and Property Insurance policy including renewal policy.
IV. Non-compliance in documentation for the credit facility.
- g) Service Charges - for processing Physical Stock Statement** : Rs. 500 for every physical stock statement collected or submitted.
- h) Stock Audit Charges** : For Sanctioned Limits upto Rs. 5 Cr : Rs.8,000/- plus taxes as applicable. For Sanctioned Limits above Rs 5 Cr: Rs.12,000 / -plus taxes as applicable.
- (**For the customers having multiple locations, stock audit charges to paid per number of visits at each factory, office, godown etc.).
- i) Conversion Charges (For revising rate of interest)** : @ 0.25% plus taxes as applicable on loan outstanding in case of Term loan and on sanctioned amount for other Working Capital Facility (e.g. Cash Credit / Overdraft etc.) or Rs. 5, 000 plus taxes as applicable, whichever is higher.
- j) Cersal Charges for creation modification of security interest on collateral securities** : Rs 100/- per Collateral security for each creation/ modification of charges.

Nikhil Bansal
14/6/03

12 Documentation

: Sanction Letter

13. Specific Conditions

Sr. No.	Terms & Conditions / Undertaking
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Additional

Additional Conditions
As per Bank's policy

Credit Covenants

Credit Covenants
Promoter's Money In Business (Tnw Plus Unsecured Loans From Promoters Less Advances For Non Business Purpose) Of Rs. 59.90 Crores To Be Maintained

CAM Covenants

Sr No	Nature of Covenant	Tracking Type	Due Date/No of days	Document Name	Terms and Conditions
1	DOCUMENT	PRE-DISBURSEMENT	-	CAM	SVR, CRI declaration to be obtained and vetted by TH
2	DOCUMENT	PRE-DISBURSEMENT	-	CAM	All collateral owners to be on the loan structure Operations to check.
3	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Personal / corporate guarantee of the promoters (all directors and minimum 90% shareholders) and all collateral owners to be ensured (Deepak Singla, Rohit Singla, Sat Paul Singla, PremLata, Sabhya Infrastructure Limited).
4	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Collateral coverage of minimum 60% to be ensured basis perfectly vaulted properties for the exposure and in case of forced sale value being less than 90% of the market value, credit noting to be obtained for the same
5	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Customer declaration to be obtained for the following 1. Nil statutory dues pending as on date. 2. No litigation pending against the borrowers. 3. No relation of the borrowers to any senior employee of the Bank. 4. Names of borrowers not appearing in RBI defaulters list

Vikas Bansal
14463

For SPS Bio-Chem Pvt. Ltd
[Signature]
(Director)

6	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Undertaking from borrower for: 1. Not maintaining current account in the name of the borrower firm with any other Bank and routing entire sales proceeds, through HDFC Bank Limited only. 2. Not availing drawing power on receivables from group concerns. 3. There shall be no withdrawal of capital and unsecured loans from business and levels as mandated by the Bank would be ensured at all times. 4. Adequate stock and property insurance to be maintained at all times during the currency of the loans
7	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Term loan disbursement to be done in favor of the supplier /reimbursement to the client for expenses already undertaken within the last 6 months (basis original/copy invoices being supplied), while ensuring minimum 25% margin from the borrower. Operations to check for necessary documents & validates as per term loan disbursal process
8	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Term loan to be considered for a door to door tenure of 96 months, including a moratorium of 6 months
9	DOCUMENT	PRE-DISBURSEMENT	-	CAM	Disbursement of cash credit limit to happen post the unit becoming commercially operational (to be validated basis RM site visit report confirming commercial operations).
10	DOCUMENT	PRE-DISBURSEMENT	-	TERM LOAN CONDITION	Existing DSRA of Rs 130 lakhs to be continued for credit facilities.

Declaration

- Any increase in project cost on account of any item not listed in the project details submitted for evaluation and / or time or cost overrun will be funded by infusion of Long term funds by the promoter.
- No dividend to be declared/ no withdrawal in form of salary/remuneration/incentive/ commission by the promoters/ directors in case of Overdues with bank.
- None of the directors of the Borrower is a director or specified near relation of a director of a banking company.
- To route all sale proceeds through HDFC Bank only and other bank accounts to be closed within 1 month of disbursal / takeover.
- Promoters tangible net worth including unsecured loan to be maintained at Rs. _____ Lacs as on _____ during the currency of the overdraft.
- No withdrawals of unsecured loans of Rs. _____ Lacs during the currency of the overdraft.
- No interest to be paid on unsecured loans in case of any over dues with Bank.
- Unsecured Loans will be converted into Equity as and when required to maintain a positive tangible Net worth.
- The funds will not be utilized for any speculative, illegal and investing in Capital market purposes but will be utilized only for Working Capital Requirements.
- The insurance on stock and property to be assigned in favor of HDFC Bank within 30 days after the date of disbursement in the event of noncompliance of the same HDFC Bank reserves the right to debit the credit facility A/c/Current account for the insurance premium and get the policy assigned in the favor of the bank.
- Adequate Insurance policy for stock and property to be obtained and duly assigned in favour of the Bank. Policy to be submitted atleast 30 days in advance.

Vikram Bane
11/11/13

Registered Address : HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India. Email ID: Loansupport@hdfcbank.com

Tel No: 61606161 CIN(Corporate Identity Number): L65920MH1994PLC080618

- 12 "Borrower is required to ensure the satisfaction of Charge in CERSAI registry on collateral offered as a security prior to release of facility and in case of take over from any other financial institution / Bank, such satisfaction of charge to be ensured within 10 days of facility closure with that Institution / Bank. Borrower to share relevant transaction and asset ids to HDFC Bank."

14. Standard Terms & Conditions:

- 1 In addition to evaluating various risks, the Bank, in addition follows the borrower grading to evaluate the credit proposal. The grading model covers both quantitative/financial factors relating to Leverage, Interest Coverage, Profitability, Debt Service Coverage etc as well as wide spectrum of qualitative factors such as Integrity, Borrower's market position, Management competence, Expectation of future performance etc. The detailed illustration of the parameters are available on Banks website on the link as given http://www.hdfcbank.com/htdocs/common/pdf/Policy_Guidelines.pdf.
- 2 All Interest rates are linked to Reference Rate. The current Reference Rate () is % per annum which shall be subjected to revision from time to time. The prevailing Reference Rate can be checked at our website www.hdfcbank.com. The interest payment frequency for the credit facilities is monthly in nature.
- 3 The facilities availed in foreign currency are linked to LIBOR/ FCNR(B) or appropriate benchmark rates and are subject to availability of foreign exchange with the Bank.
- 4 In event of Overdue Unserviced Interest Amount, Bank reserves the right to recover the monthly overdue interest amount on the 7th of the subsequent month from your current account under the same customer ID. This transaction will take place subject to the availability of funds in the current account. <Only for CC/OD facility>
- 5 The interest rate offered for Export Packing Credit and/or Post Shipment facilities is inclusive of subvention and is subject to guidelines stipulated by RBI from time to time. HDFC Bank Ltd. ('Bank') reserves the right to change this rate in case of export subvention being changed or withdrawn by RBI.
- 6 Bank based on the representations made by the Borrower and the furnishing of financial statements by the Borrower has extended the above mentioned Credit Facilities. The commitment to the proposed facilities is subject to:
 - a. Guarantors not to issue any Personal Guarantee for any other loans without prior written permission of HDFC Bank except for Car Loans, Personal loans, Home loans, Education loans to be obtained for self and family members
 - b. We are pleased to offer you a preferential rate of 9.08 interest for the above facilities. This will be incumbent upon your shifting all your business and family accounts to us and that HDFC bank will become your preferred bank for all your personal and business needs. The interest rate will be reviewed at the time of renewal every year.
 - c. Borrower shall not have any accounts with other Banks / Financial institutions (for sole banking).
 - d. Borrower shall not divert any funds to any purpose and launch any new scheme of expansion without prior permission of HDFC Bank.
- 7 Borrower is required to submit bank statements of other banks in the multiple banking arrangement / consortium alongwith stock and book debts statements every month. (for multiple banking arrangement / consortium).
- 8 Limits are reset on the basis of DP every month and there will be no separate intimation on the same.
- 9 Processing fees are not refundable once the loan has been sanctioned.
- 10 Credit Facilities are payable on demand and are subject to annual renewal. Renewal documents are to be submitted 60 days prior to the valid upto date as mentioned in the facility details above. Bank reserves the right to charge an additional 2% interest rate on the outstanding amount in case the documents are not submitted within the due date. This would be over and above any additional charge, if any, that may have been levied to the customer.

11 In case of takeover of facilities

a) Failure to comply with the takeover formalities in respect of the facilities including creation and perfection of security in favor of the Bank will constitute an event of default under the facility documents executed by you with the Bank and the Bank shall be entitled to exercise all the rights available on the occurrence of an event of default, including without limitation our right to recall/ withdraw the facilities and to take steps (such as legal proceedings, enforcement of security etc.) to recover the amounts disbursed under the facilities

b) The Borrower to submit No Charge on asset/No Dues/Satisfaction of charge certificate from the existing Bank within 15 days of the first disbursement, failing which an additional interest of 2% on the outstanding amount would be charged to the borrower.

12 In case of a failed takeover, Bank reserves the right to charge the Borrower 1% of the total limits sanctioned as Fore-closure charges.

13 Laminated documents will not be accepted, Borrower needs to delaminate the same at his own expenses prior to loan disbursements or carry-out forensic test of the document by bank identified vendor. However please note bank reserves the right to accept the document based on the forensic report.

14 All documents evidencing "documents of title to immovable property" must be originals only. Bank reserves the right to accept certified true copy of any "documents of title to immovable property".

15 Borrower is liable to be charged 4% of the total limits sanctioned in case the facilities are taken over by another Bank during the tenor of the loan. For Term Loans it would be charged on Principal Outstanding as on date.

16 The Bank will have the right to review its facilities in case of any change in the ownership of the Borrower enterprise. The Borrower to immediately inform HDFC Bank with regard to changes in the shareholding pattern, if any.

17 Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower shall be liable to execute appropriate loan documents as required by the Bank.

18 The Bank shall also be entitled and authorized to debit the Borrower's Current / Cash Credit/ Overdraft Account No. against Processing fees, Insurance Charges and any other fees/charges as applicable for releasing the facility

19 The Borrower shall not transfer, sell, lease, grant on license or create any third party interest of any nature whatsoever on the Security without the prior written consent of the Bank.

20 The Borrower to ensure that the stocks are stored in the premises as disclosed to HDFC Bank and such premises to be adequately insured.

21 The Borrower shall also maintain adequate insurance on these stocks which are customarily insured with the name of the Bank as loss payee in all such policies and deliver to the Bank evidence of the same.

22 In the event of any change/addition in the premises where the stocks are stored, the Borrower shall provide prior information to HDFC Bank through a written communication to the concerned Relationship Manager/Branch. This communication has to reach the RM / Branch atleast 7 days prior to such change. The Borrower shall also maintain adequate insurance on the stocks as per the changed/added premises with the name of the Bank as loss payee in all such policies and deliver to the Bank evidence of the same.

23 Subsidy scheme undertaking (applicable only for subsidy related schemes) - This loan, as per the Bank internal assessment, is eligible to be governed under the _____. However as approval/ sanctions by _____ is under their sole discretion, the Bank being a nodal agency will not be held liable for any rejections/ future claims/ compensation whatsoever arising on account of such rejections. The Bank will endeavor to exercise its best efforts to dispatch/ deliver the documents to _____. The Bank, being a nodal agency, will not under any circumstances be liable for any delay/ non-receipt of documents at _____ regardless of the cause of such delays and any loss arising out of such delays.

24 The Bank reserves an unconditional right to cancel the undrawn/unused/unavailed portion of the loan/facility sanctioned at any time during the currency of the Loan/Facility, without any prior notice to the borrower. Such instances will be notified within 30 days. If such change is to your disadvantage, you may within 60 days and without notice close your account or switch it without having to pay any extra charges or interest.

Registered Address : HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India. Email ID: Loansupport@hdfcbank.com

Tel No: 61606161, CIN (Corporate Identity Number): L65920MH1994PLC009813

For SPS Bio-Chem Pvt. Ltd

(Director)

For SPS Bio-Chem Pvt. Ltd

(Director)

Vikas Bhandari

[Signature]

- 25 The Borrower undertakes that no consideration whether by way of commission, brokerage fees or any other form, would be paid by the Borrower to the Guarantor in whatever form, directly or indirectly for the issuance of the guarantee as security for the Facility
- 26 All terms not specifically defined herein shall have the meanings as described to them in Schedule 1 here under written.
- 27 The Borrower shall deliver to the Bank and where applicable, cause the Security Provider(s) to deliver to the Bank (such that, for the Security Provider(s), all references to the Borrower below shall be deemed to mean references to the Security Provider(s)), the following, in a form and content acceptable to the Bank:
- a) Certified true copy of the constitutional document and the proof of incorporation of the Borrower;
 - b) In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certified true copy of the resolution passed by the board of directors authorizing the negotiation and availing of the Facility on the terms of the Transaction Documents and the execution of the Transaction Documents and the execution of all other documents as may be required by the Bank in connection with the Facility;
 - c) In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certificate from the statutory auditor that the availing of the Facility is within the limits set out under Section 180(1)(a) and 180(1)(c) of the Companies Act, 2013. The Borrower shall provide a certified true copy of a shareholders resolution approving the availing of the Facility by the Borrower;
 - d) Where the Borrower is:
 - (i) an individual and;
 - (ii) a partnership firm and any of the partners is a director or;
 - (iii) a joint stock company and any of its directors is a director or a specified near relation of a director of a banking company/ financial institution, or at any time during the currency of this Facility, becomes a specified near relation of a director of a banking company/ financial institution, details of the relationship of the Borrower with the director of the banking company/ financial institution; Provided that, in the event Clause (d) is not applicable and unless otherwise declared to the Bank in writing, the Borrower hereby declares that he is not a director or specified near relation of a director of a banking company/ financial institution.
- 28 Under sole Banking relationship, you shall deal with the Bank/HDFC Bank exclusively, post availing working capital credit facilities from HDFC Bank. Your entire business & personal family accounts relating to your activity should be restricted only through HDFC Bank.
- 29 Credit linked Insurance Policy declaration (Tick () the option)
- a. The Borrower agrees to avail credit linked insurance policy assigned in favour of the Bank, to cover mortality risk on its /Partners/Directors life during the tenor of the credit facility.
 - b. The Borrower do not agree to avail credit linked insurance policy assigned in favour of the Bank, to cover mortality risk on its /Partners/Directors life during the tenor of the credit facility".
- 30 We are pleased to offer you a preferential rate of interest for the above facilities, considering your loan being classified under Priority sector lending. However, if the loan is reclassified into Non-PSL as per the guidelines/directions/rules/ regulations notified by RBI, the bank is entitled to modify the interest rate and reprice the above facilities upwards by 100 basis points and the Borrower agrees and confirms to pay interest as per such modified interest rate on the facilities and related amounts on and from the date of such modification. (Applicable only for PSL classified customers).
- 31 HDFC Bank would levy Annual charges, Pre closure charges and Penal charges in case of an Event of default, as per the Facility documents/Master Facility Agreement/Term Loan Agreement.

N. K. S. Bank
21/11/17

This Sanction Letter is valid for a period of 30 days from the date of issuance. The Facility will only be made available subject to the Borrower executing the Master Facility Agreement with the Bank. In the event the Borrower and the Bank do not enter into the Master Facility Agreement within 30 days from the date of issuance of this Sanction Letter, this Sanction Letter shall expire.

Kindly sign and return the duplicate of the Sanction Letter as a token of your acceptance of the terms and conditions of sanction. Kindly also call on our Relationship Manager/ SM for execution of necessary security documents.

I/ We have read and verified the entire contents of the aforesaid Sanction Letter including the information, the Loan Details, the Terms and Conditions, Other Terms and Conditions and Special Conditions; and I/ We further irrevocably agree with/to, accept, acknowledge and confirm all of them and all other contents of the Sanction Letter on all the page no's ____ to ____.

We look forward to partner you in your business.

Yours Sincerely,

<Name and Designation of Bank Official>

Working Capital

HDFC Bank Ltd.

Accepted and Confirmed on behalf of : Spsbio Chem Private Limited

Name: **ROHIT SINGLA** **For SPS Bio Chem Pvt Ltd**
Designation: **DIRECTOR** **(Director)**

Email ID:

Mobile No:

Date: **11/10/2023**

(Affix round stamp here)

For SPS Bio Chem Pvt Ltd
(Director)