## **Finance Agreement**

This Finance Agreement ('Agreement') is made and entered into on this 16th day of October, 2025, by and between Brightstone Capital Pvt. Ltd., a financial institution registered under the Companies Act, having its principal office at 21, Connaught Place, New Delhi – 110001 ('Lender'), and Evercrest Manufacturing Co., having its registered office at Plot No. 18, Industrial Area, Pune – 411038 ('Borrower').

#### 1. Loan Details

- 1.1 The Lender agrees to provide the Borrower with a loan amount of INR 50,00,000 (Indian Rupees Fifty Lakhs Only) for business expansion and purchase of manufacturing equipment.
- 1.2 The loan shall be disbursed to the Borrower's bank account within five (5) working days from the date of execution of this Agreement.
- 1.3 The loan will carry an annual interest rate of 10.5%, calculated on a reducing balance basis.

### 2. Repayment Terms

- 2.1 The Borrower shall repay the loan in 36 equal monthly installments commencing from 1st December 2025.
- 2.2 Each installment shall include both principal and interest amounts as per the amortization schedule.
- 2.3 The Borrower may prepay the loan, in part or in full, subject to a prepayment charge of 2% on the outstanding balance.

### 3. Security and Collateral

- 3.1 As security for the repayment of the loan, the Borrower pledges the following assets:
  - a) Industrial Land Plot No. 18, Pune (approx. 4,000 sq. ft.)
  - b) Manufacturing Machinery (Model X350, 2024 make)
- 3.2 The Borrower shall maintain the assets in good working condition and shall not sell, lease, or otherwise dispose of them without the prior written consent of the Lender.

#### 4. Representations and Warranties

- 4.1 The Borrower represents that all information and documents provided to the Lender are true, accurate, and complete.
- 4.2 The Borrower warrants that it has full legal capacity and authority to enter into and perform this Agreement.

#### 5. Events of Default and Termination

- 5.1 The following shall constitute an event of default:
  - a) Failure to pay any installment within 30 days of its due date.
  - b) Misrepresentation of any information by the Borrower.
  - c) Insolvency, bankruptcy, or liquidation of the Borrower.

5.2 Upon the occurrence of an event of default, the Lender may declare the entire outstanding amount immediately due and payable.

# 6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in New Delhi.

# 7. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Finance Agreement as of the day and year first above written.

| For Brightstone Capital Pvt. Ltd. |
|-----------------------------------|
| Authorized Signatory:             |
| Name: Rohan Mehta                 |
| Designation: Finance Manager      |
|                                   |
|                                   |
|                                   |
| For Evercrest Manufacturing Co.   |
| Authorized Signatory:             |
| Name: Priya Deshpande             |
| Designation: Managing Director    |