

~~CONFIDENTIAL~~

standard
chartered

Standard Chartered Bank
Supplemental Facility Letter
India

Date: 26th June 2023

Our Ref: 10924661

Shivani

~~CONFIDENTIAL~~

Sankalpam Micro Technologies Limited ("the Company")

CIN: U33119GJ2001PL

Pitampura, North West Delhi, Delhi

Attention: [REDACTED]

Dear Sirs,

SUPPLEMENTAL FACILITY LETTER

1. We, Standard Chartered Bank incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18 having its Principal Office in England at 1 Basinghall Avenue, London, EC2V 5DD acting through its Branch office inter-alia in India at Narain Manzil, 23 Barakhamba Road, New Delhi - 110 001 ("the Bank") refer to the Facility Letter dated 17.03.2020, 04.11.2020 and 06.08.2021 and 05.09.2022 the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms, RCS, other relevant documents provided to you and the relevant application forms (together the "Agreement") conveying our sanction of credit facilities ("Existing Facilities").

Outstanding amounts under the Existing Facilities

The Bank takes this opportunity to confirm that the current outstanding for the Existing Facilities granted to each Borrower are as follows:

Serial No.	Borrower	Details of Existing Facility	Outstanding as on 30.04.2023
1	[REDACTED]	Import Letter of Credits – Unsecured / Secured	Nil
2	[REDACTED]	Loans	INR 70,000,000.00
3	[REDACTED]	Overdraft	INR 5,671,501.99
4	[REDACTED]	Financial Guarantees /Standby Letter of Credit (Trade)	Nil
5	[REDACTED]	Pre-shipment Financing Under Export Orders	INR 150,000,000.00
6	[REDACTED]	Export Bills Discounting	Nil
7	[REDACTED]	Bond & Guarantees	Nil
8	[REDACTED]	Shipping Guarantees	Nil

Capitalised terms used but not defined in this letter have the meanings set out in the Agreement.

[Signature]
MANAGING DIRECTOR



Standard Chartered Bank
Integrated Middle Office

Standard
Chartered

Mumbai : Crescenzo, 3rd Floor, Plot No. C-38 & 39, G-Block, Bandra Kurla Complex, Mumbai - 400 051. Phone: 91 (0) 22 6142 0000
Gurgaon : Ground Floor, SA, BEP Building, Sector 24, Gurgaon - 122 002. Phone: 91 (0) 124 4660000
Chennai : 1001, 9th Floor, Sivasai Chambers, 60A Anna Salai, Teynampet, Chennai - 600 016. Phone: 91 (0) 44 3044 9883
Kolkata : 19, Netaji Subhas Road, Kolkata - 700 001. Phone: 91 (0) 33 3912 0433/0262

Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 on 28 November 2006.
Its Registered Office and Head Office are situated at 1 Basinghall Avenue, London, EC2V 5DD.
Standard Chartered Bank is authorised by Prudential Regulation Authority and regulated by Prudential Regulation Authority and Financial Conduct Authority.



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

2 In continuation and amendment to the Agreement, the Bank is pleased to inform the Borrower(s) the following amendments to the Existing Facilities ("Amendments"). The Existing Facilities as well as the Amendments thereto are hereinafter referred to as the "Facility".

2.1 Clause 2.1(a) (*Designated Facility Limits and Designated Sub-limits*) will be updated and amended as follows:

(1)	(2)	(3)
Type(s) of Facility	Designated Facility Limit(s)	Borrower(s) and Designated Sub-limit(s), if applicable
1. Import Letter of Credits - Unsecured Facility	INR 500,000,000/- Limit Type: Outer	[REDACTED]
1a. Short term loans Facility	(INR 200,000,000/-) Limit Type: Inner	[REDACTED]
1b. Overdraft Facility	(INR 30,000,000/-) Limit Type: Inner	[REDACTED]
1c. Overdraft Facility	(INR 10,000,000/-) Limit Type: Inner	[REDACTED]
1d. Import Letter of Credits - Secured Facility	(INR 500,000,000/-) Limit Type: Inner	[REDACTED]
1e. Financial Guarantees / Standby Letter of Credit (Trade) Facility	(INR 225,000,000/-) Limit Type: Inner	[REDACTED]
1f. Pre-shipment Financing Under Export Orders Facility	(INR 500,000,000/-) Limit Type: Inner	[REDACTED]
1g. Export Bills Discounting Facility	(INR 300,000,000/-) Limit Type: Inner	[REDACTED]
1h. Bond & Guarantees Facility	(INR 50,000,000/-) Limit Type: Inner	[REDACTED]
1i. Shipping Guarantees Facility	(INR 50,000,000/-) Limit Type: Inner	[REDACTED]

2.2 Clause 2.1(b) (*Designated Combined Facility Limits*) of the Facility Letter will be updated and amended as follows:

Type(s) of Facility	Designated Combined Facility Limit
Combined Facility 1 and its sub limits	INR 500,000,000/-

2.3 Clause (Pricing and Conditions) of the Facility Letter will be updated and amended as follows:

Type(s) of Facility	Terms and Conditions
1. Import Letter of Credits - Unsecured Facility	<p><u>Purpose:</u> For issuance of letters of credit ("LC") covering the import of goods on the following terms.</p> <p>(a) drafts and/or documents payable at sight / usance / sight or usance</p> <p>(b) Maximum Tenor - for period up to 270 days</p> <p><u>Amount and Currency:</u> INR 500,000,000/-</p> <p><u>Tenor:</u> Import LCs may be issued at sight and/or usance tenor of up to 180 days.</p> <p><u>Validity Period:</u> Up to 0 / 270 Days</p> <p><u>Commission:</u> As agreed between bank and borrower to be charged on the Letter of Credit Facility.</p>

F

MANAGING DIRECTOR

CLIENT'S SIGNATURE	STAMP
[REDACTED]	[REDACTED]



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

	<p>Letter of Credit commission to be charged for commitment plus usance period</p> <p><u>Security:</u></p> <ul style="list-style-type: none"> • First pari-passu charge over the present and future current assets of the Borrower • First pari-passu charge over the present and future movable fixed assets of the Borrower • First pari-passu charge over the present and future immovable fixed assets of the Borrower <p>Address: Plot no. 33 to [REDACTED] Ltd., Surat Specia [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Sub Dist: Choryas [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <ul style="list-style-type: none"> • P.O. [REDACTED] <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • Tenor reflects usance period of Letter of Credit. Usance not to exceed 180 days and Usance plus validity not to exceed 270 days <p><u>Continuing: Fixed Tenor, Fixed Tenor</u></p> <p><u>Other Terms and Conditions: (Applicable for all limits)</u></p> <ul style="list-style-type: none"> • Monthly statement of stock and book debts submitted by the 20th of the succeeding month. • Stocks comprehensively insured against all relevant risks and bank's interest duly noted • Stock inspection to be done once a year by Standard Chartered Bank/Other member banks. The same needs to be submitted once annually. • Drawing power to be calculated in line with the calculation submitted to the member banker. (Margin of 25% & debtors upto 120 days to be considered for Drawing power calculation. For export debtors margin to be considered is 10%) • The Borrower to inform Standard Chartered Bank of any change in the banking arrangement (including unsecured limits). • Borrower to route proportionate share of the company operating cash flows (in proportion to the limits availed under the multiple bank arrangement) through Standard Chartered Bank • Full Valuation report, from an Standard Chartered Bank empanelled valuer, for the fixed assets of the Borrowers to be provided as a CP and every third year thereafter. Desktop valuation to be provided in years that full valuation is not given.
1a. Short term loans Facility	<p><u>Purpose:</u> To meet the working capital requirements.</p> <p><u>Amount and Currency:</u> (INR 200,000,000/-)</p> <p><u>Interest:</u> For local currency: Spread as specified by the Bank at the time of drawdown over applicable Benchmark for a Rupee Facility.</p> <p><u>Tenor:</u> Maximum period of 180 days and shall be as specified by the Bank at the time of drawdown.</p> <p><u>Repayment:</u> Repayment amount(s) and due date(s) for repayment of the Facility will be advised by the Bank at the time of each utilisation. Each utilisation will be repaid on the last day of its term unless the Bank allows for an extension.</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • Repayment: Through Cash flows • Disbursement: Subject to availability of Drawing Power <p><u>Drawdown conditions:</u> As per borrower request</p>

CLIENT FULL SIGNATURE	STAMP
[REDACTED]	[REDACTED]

MANAGING DIRECTOR



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

1b. Overdraft Facility	<p><u>Purpose:</u> To meet the working capital requirements.</p> <p><u>Amount and Currency:</u> (INR 80,000,000/-)</p> <p><u>Interest:</u> For local currency. Spread as specified by the Bank from time to time over 3 month MIBOR, applicable on the interest reset date, would be payable on the daily outstanding balances under the Overdraft Facility. The first interest reset date will be the date of disbursement of the Facility and the subsequent interest reset dates will be determined on a quarterly basis thereafter.</p> <p><u>Repayment:</u> The Facility is payable on demand</p> <p><u>Security:</u> Same as limit 1</p>
1c. Overdraft Facility	<p><u>Purpose:</u> To meet the working capital requirements.</p> <p><u>Amount and Currency:</u> (INR 10,000,000/-)</p> <p><u>Interest:</u> For local currency. Spread as specified by the Bank from time to time over 3 month MIBOR, applicable on the interest reset date, would be payable on the daily outstanding balances under the Overdraft Facility. The first interest reset date will be the date of disbursement of the Facility and the subsequent interest reset dates will be determined on a quarterly basis thereafter.</p> <p><u>Repayment:</u> The Facility is payable on demand.</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u> <ul style="list-style-type: none"> • Facility 1b + 1c not to exceed INR 80,000,000/- • Overdraft facility for meeting the payment obligations of borrower with respect of purchases from Micro, Small and Medium Enterprises (MSME) </p>
1d. Import Letter of Credits - Secured Facility	<p><u>Purpose:</u> For issuance of letters of credit ("LC") covering the import of goods on the following terms:</p> <p>a) drafts and/or documents payable at sight / usance / sight or usance b) Maximum Tenor - for period up to 270 days</p> <p><u>Amount and Currency:</u> (INR 500,000,000/-)</p> <p><u>Tenor:</u> Import LCs may be issued at sight and/or usance tenor of up to 180 days.</p> <p><u>Validity Period:</u> Up to 0 / 270 Days</p> <p><u>Commission:</u> As agreed between bank and borrower to be charged on the Letter of Credit Facility Letter of Credit commission to be charged for commitment plus usance period</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u> <ul style="list-style-type: none"> • Tenor reflects usance period of Letter of Credit. Usance not to exceed 180 days and Usance plus validity not to exceed 270 days </p> <p><u>Continuing/ Fixed Tenor:</u> Fixed Tenor</p>
1e. Financial Guarantees / Standby Letter of Credit (Trade) Facility	<p><u>Purpose:</u> To avail of the buyer's credit facility/ies from time to time from the offshore branches of the Bank or other overseas banks</p>

CLIENT FULL SIGNATURE	STAMP

MANAGING DIRECTOR



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

	<p><u>Financial Guarantees/ Standby letter of Credit (Trade)</u> to be issued to avail or raise buyer credit through Standard Chartered Bank overseas network including any Overseas Business Unit location</p> <p><u>Amount and Currency:</u> (INR 225,000,000/-) Amounts may be disbursed in foreign currency, subject to availability of foreign currency funds and applicable regulations</p> <p><u>Commission:</u> As mutually agreed at the time of drawdown subject to applicable regulations</p> <p><u>Tenor:</u> Maximum period of 180 days</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • Buyer credit to be disbursed as per prevailing Reserve Bank of India guidelines. • Facility can be booked in Overseas Business Unit United Kingdom, Mauritius, Dubai, GIFT or any other offshore location. • Facility can be granted in any permissible FCY like USD, Yen, Euro etc. • This facility to be granted at Standard Chartered Bank overseas branches/ Overseas Business Unit. • This will be subject to the client completing all the requisite documents as per the requirement of overseas branches/ Overseas Business Unit and subject to the prevailing Reserve Bank of India guidelines • Open Ended Standby Letter of Credit not allowed • Buffer of 10% to be maintained for disbursement in FCY to take care of adverse currency swings <p><u>Continuing:</u> Fixed Tenor: Fixed Tenor</p>								
1f. Pre-shipment Financing Under Export Orders Facility	<p><u>Purpose:</u> Pre-shipment financing covering the purchase of raw material, processing , packing, transportation, warehousing and other expenses and overheads incurred by the Borrower to ready goods for sale.</p> <p><u>Amount and Currency:</u> (INR 500,000,000/-) Amounts may be disbursed in foreign currency i.e. USD, EUR, JPY & GBP, subject to availability of foreign currency funds and applicable regulations</p> <p><u>Interest:</u></p> <p>For local currency: Spread as specified by the Bank at the time of drawdown over applicable Benchmark for a Rupee Facility</p> <p>For foreign currency (excluding Swiss Francs):</p> <table border="1"> <tr> <td>Margin/Spread:</td><td>As agreed with the Borrower from time to time, subject to RBI guidelines</td></tr> <tr> <td>Term RFR:</td><td> In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TORF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event. </td></tr> <tr> <td>Interest Calculation:</td><td>Term Interest</td></tr> <tr> <td>Lock-Out:</td><td>Not Applicable</td></tr> </table>	Margin/Spread:	As agreed with the Borrower from time to time, subject to RBI guidelines	Term RFR:	In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TORF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event.	Interest Calculation:	Term Interest	Lock-Out:	Not Applicable
Margin/Spread:	As agreed with the Borrower from time to time, subject to RBI guidelines								
Term RFR:	In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TORF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event.								
Interest Calculation:	Term Interest								
Lock-Out:	Not Applicable								



FOR A

MANAGING DIRECTOR

CLIENTFILE SIGNATURE	STAMP



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

	<p>Repayment: Principal repayment at the end of the tenor for each drawdown. Repayment amount(s) and due date(s) for repayment of the Facility will be advised by the Bank at the time of each utilisation.</p> <p>Tenor: Maximum period of 150 days.</p> <p>Security: Same as limit 1</p> <p>Conditions and Covenants:</p> <ul style="list-style-type: none"> • Running Account packing credit granted. • Advances disbursed under Running Packing Credit facility against request from the company to be followed by lodgement of Letters of Credit or firm orders within 30 days • Interest to be collected: rear ended / end of month • FCNR(B) loans under domestic packing credit is permissible • Facility can be disbursed in INR/FCY • Facility allowed for domestic as well as export orders. • For Export finance limits related party transactions for entities mentioned are to be considered for financing <p>Name of the Party</p> <p>[REDACTED]</p> <p>S. [REDACTED] De Produtos Hospitalares Ltda. (formerly [REDACTED] Jutos Hospitalares Eireli Av.)</p> <p>S. [REDACTED]</p> <ul style="list-style-type: none"> • For related party transactions only: Disbursement of Pre-shipment limit will be order backed and not on running account 								
1g. Export Bills Discounting Facility	<p>Purpose: For discounting of Document against Acceptance (DA) bills and Document against Payment (DP) bills, drawn on buyers acceptable to the Bank, on a with recourse basis.</p> <p>Amount and Currency: (INR 300,000,000/-) Amounts may be disbursed in foreign currency i.e. USD, EUR, JPY & GBP, subject to availability of foreign currency funds and applicable regulations</p> <p>Interest: For local currency: Spread as specified by the Bank at the time of drawdown over applicable Benchmark for a Rupee Facility For foreign currency (excluding Swiss Francs):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Margin/Spread:</td> <td style="padding: 2px;">As agreed with the Borrower from time to time, subject to RBI guidelines</td> </tr> <tr> <td style="padding: 2px;">Term RFR:</td> <td style="padding: 2px;"> In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TQRF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event. </td> </tr> <tr> <td style="padding: 2px;">Interest Calculation:</td> <td style="padding: 2px;">Term Interest</td> </tr> <tr> <td style="padding: 2px;">Lock-Out:</td> <td style="padding: 2px;">Not Applicable</td> </tr> </table> <p>Repayment: Principal repayment at the end of the tenor for each drawdown. Repayment amount(s) and due date(s) for repayment of the Facility will be advised by the Bank at the time of each utilisation.</p>	Margin/Spread:	As agreed with the Borrower from time to time, subject to RBI guidelines	Term RFR:	In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TQRF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event.	Interest Calculation:	Term Interest	Lock-Out:	Not Applicable
Margin/Spread:	As agreed with the Borrower from time to time, subject to RBI guidelines								
Term RFR:	In respect to USD: Term SOFR In respect to EUR: EURIBOR In respect to JPY: JPY TQRF In respect to GBP: Term SONIA If on any day of determination the Term Interest rate is negative or zero, the Term Interest rate for such day shall be floored at zero, and for the avoidance of doubt, such event shall not constitute a Market Disruption Event.								
Interest Calculation:	Term Interest								
Lock-Out:	Not Applicable								

CLIENT FULL SIGNATURE	STAMP

MANAGING DIRECTOR



CONFIDENTIAL

Supplemental Facility Letter (India)

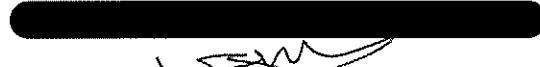
**standard
chartered**
Standard
Chartered

	<p><u>Tenor:</u> Maximum Period of 150 days.</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • Tenor of Pre-shipment + Post-shipment facility <= 270days Facility can be disbursed in INR/FCY <p><u>Discounted Value:</u> Up to 100% of the invoice amount.</p>
1h. Bond & Guarantees Facility	<p><u>Purpose:</u> Issuance of guarantees ("Guarantees")</p> <p><u>Amount and Currency:</u> (INR 50,000,000/-)</p> <p><u>Tenor:</u> Up to 1 year</p> <p><u>Commission:</u> As agreed between bank and borrower to be charged on the Bonds & Guarantee Facility</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • This facility is only towards working capital requirement of the company in India and not for any funding requirements at subsidiary level. • Tenor includes claim period, if any. • No Bank Guarantee to be issued for disputed purpose unless backed by 100% Fixed Deposit margin • Repayment if invoked to be debited from current account • Issuance of bid bond, performance bond, financial guarantee, advance payment bond, retention money guarantee, etc to government, Semi government bodies and corporates <p><u>Continuing/ Fixed Tenor:</u> Fixed Tenor</p>
1i. Shipping Guarantees Facility	<p><u>Purpose:</u> Issuance of Shipping Guarantees to secure the release of goods imported by the Borrower under letters of credit issued by the Bank or collection bills handled by the Bank.</p> <p><u>Amount and Currency:</u> (INR 50,000,000/-)</p> <p><u>Tenor:</u> Shipping Guarantee is valid for a maximum period of 30 days</p> <p><u>Commission:</u> As agreed between bank and borrower to be charged on the Shipping Guarantee Facility</p> <p><u>Security:</u> Same as limit 1</p> <p><u>Conditions and Covenants:</u></p> <ul style="list-style-type: none"> • Shipping guarantees / Delivery orders under Standard Chartered Bank issued Letter of Credit will be issued under this facility. <p><u>Continuing/ Fixed Tenor:</u> Fixed Tenor</p>

3. Clause 7 and sub-clause 7.1 of the Facility Letter shall be replaced with the following:



MANAGING DIRECTOR

CONFIDENTIAL SIGNATURE	STAMP
	



CONFIDENTIAL

Supplemental Facility Letter (India)

**standard
chartered**
Standard
Chartered

"Additional Conditions Precedent"	means the following additional documents and evidence (both in form and substance) satisfactory to the Bank: <ul style="list-style-type: none"> (a) Certified Copy of Memorandum & Articles of Association (b) Board Resolution & Shareholders resolution under Section 180 (1) (c) of Companies Act (c) Facility Letter (uncommitted) along with GMCT, GMTT & RCS (d) Statutory auditors/ chartered accountant/company secretary certificate under Section 180 of Companies Act, 2013 (e) IBA Authorisation Letter (f) RBI IRCPA Annexure relating to Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances (g) Shareholders Resolution under Section 180(1)(a) of Companies Act (h) NOC from Income Tax u/s 281 of Income Tax Act or undertaking cum indemnity except in case of charge over current assets. (i) No Objection Certificate from existing charge holders. (j) Pari-passu letters from existing charge holders. (k) Registrar of Companies Search Report (l) Declaration cum undertaking from the director (m) Title Search Report (n) Original Title Deeds (o) Valuation Report for movable and Immovable Fixed Assets / Property (p) Insurance Report for movable and Immovable Fixed Assets / Property (q) Inspection Report for movable and Immovable Fixed Assets / Property (r) Letter Agreement accepted by Lessee applicable for LRDs (s) No Objection certificate from Tenants for mortgaged property (t) For properties leased by government authority viz MIDC, GIDC, SIDCUL etc. consent and/ or tripartite agreement (u) ROC Filing & CERSAI, Registration of Deed with Sub registrar Office (v) Any other document required from time to time 												
"Collateral Documents"	means any document identified below and any (other) document executed or to be executed by an Obligor in favour of the Bank which grants, creates or evidences any guarantee, Security Interest, netting or other arrangement in respect of any Borrower's obligations under the Finance Documents, each in form and substance satisfactory to the Bank: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Obligor(s)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Deed of Hypothecation</td> <td style="text-align: center;">Sahajanand Medical Technologies Limited</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Memorandum of Entry</td> <td style="text-align: center;">Sahajanand Medical Technologies Limited</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Personal Guarantee</td> <td style="text-align: center;">Bhargav Kotadia</td> </tr> </tbody> </table>	Item	Description	Obligor(s)	1	Deed of Hypothecation	Sahajanand Medical Technologies Limited	2	Memorandum of Entry	Sahajanand Medical Technologies Limited	3	Personal Guarantee	Bhargav Kotadia
Item	Description	Obligor(s)											
1	Deed of Hypothecation	Sahajanand Medical Technologies Limited											
2	Memorandum of Entry	Sahajanand Medical Technologies Limited											
3	Personal Guarantee	Bhargav Kotadia											

4. Clause (Definitions) of the Facility Letter will be updated and amended as follows.

DEFINITIONS

"Additional Conditions Precedent"	Conditions	A new Additional Conditions Precedent shall be added to the Facility Letter as below: 1. Each Borrower shall obtain a valid Legal Entity Identifier (a 20-digit unique code to identify parties to financial transactions worldwide) from a recognised issuer (a) before utilisation of a Facility, (b) at the time of renewal of any Facility, (c) at the time of any increase in the amount of a Facility and (d) at the time of grant of an additional facility as may be required by the Reserve Bank of India from time to time.
"RFR IRS Term Rate"		means for (i) any relevant currency and (ii) the applicable corresponding tenor, the market quoted interest rate swap or overnight index swap based on the relevant risk-free reference rate determined by the Bank.

MANAGING DIRECTOR

CONFIDENTIAL SIGNATURE	STAMP

CONFIDENTIAL

Supplemental Facility Letter (India)

- 5 The Facility Letter is hereby amended to include the following covenants

A Regulatory declarations. For the purposes of this clause .

"Control" include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in another manner.

"Directors of the Bank" means and includes the Chief Executive Officer (CEO) and the top-most officers of business and credit (presently the business head and credit head) of the Bank.

"Directors of other banks" includes directors of scheduled commercial banks, directors of scheduled o-operative banks, and the directors of subsidiaries, trustees of mutual funds, venture capital funds set up by the Bank or other banks.

"Major Shareholder" means a person holding 10% or more of the paid-up share capital or five crore rupees in paid-up shares, whichever is less.

"Relative" means a person's spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse and sister (including step-sister) of the spouse.

"Specified Senior Officer of the Bank" means and includes the top most senior officers of business and credit function of the Bank (presently the business head and credit head) and his / her immediate next lower level officer in credit and business function of the Bank.

"Substantial Interest" shall have the same meaning assigned to it in Section 5(ne) of the Banking Regulation Act, 1949.

By signing this Agreement, each Borrower hereby declares as follows:

(a) at the date hereof, none of the Directors of the Bank and their spouse and/or minor/dependent children is interested in the Borrower(s) or in their subsidiary or holding company as a partner, director, managing agent, manager, employee, guarantor, or holder of Substantial Interest, as the case may be.

(b) at the date hereof, none of the Relatives of the Directors of the Bank (other than spouse and/or minor/dependent children), is interested in the Borrower(s) or in their subsidiary or holding company as a partner, director, guarantor, Major Shareholder or is in Control, as the case may be;

(c) at the date hereof, none of the Directors of other banks and their spouse and/or minor/dependent children is interested in the Borrower(s) or in their subsidiary or holding company as a partner, director, managing agent, manager, employee, guarantor, or holder of Substantial Interest, as the case may be;

(d) at the date hereof, none of the Relatives of the Directors of other banks (other than spouse and/or minor/dependent children), is interested in the Borrower(s) or in their subsidiary or holding company as a partner, director, guarantor, Major Shareholder or is in Control, as the case may be;

(e) at the date hereof, none of the directors or partners of the Borrower is a Relative of any "Specified Senior Officer of the Bank" and none of the "Specified Senior Officers of the Bank", or his/her Relatives, is interested in the Borrower as partner, director or guarantor or holder of Substantial Interest, as the case may be; and

(f) no Borrower nor any of its current or future directors / promoters / guarantors / associate concerns / partners / coparceners (as the case may be) is or shall be:

- (i) on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or
- (ii) convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or
- (iii) on RBI's defaulters / caution list; or
- (iv) on the Bank's defaulter list.

In the event, the above negative confirmations / declarations are not true, then each Borrower shall provide a written declaration with details of such relationship to the Bank. If the details of such declaration change during the term of the Facility then, the relevant Borrowers shall promptly provide a written declaration to the Bank of any such changes for the Bank to consider the same.

- 6 Except for the Amendment, which shall come into effect on the date on which all parties to this letter have executed and acknowledged this letter, all other terms and conditions of the Agreement shall remain in full force and effect and all existing Collateral Documents and guarantees will continue to secure all liabilities which are expressed to be secured by them.

With reference to the Reserve Bank of India circular dated 12 November 2021 on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances – Clarifications, each Borrower confirms having read and understood the

CORPORATE MEDICAL TECHNOLOGIES LIMITED

MANAGING DIRECTOR	STAMP
	

MANAGING DIRECTOR



CONFIDENTIAL

Supplemental Facility Letter (India)

standard
chartered
Standard
Chartered

information provided at (www.sc.com/in/important-information/prudential-norms-on-income-recognition) regarding the concepts and illustrative examples related to due dates, classification of borrowing accounts as special mention accounts / non-performing assets in the course of the conduct of the accounts. The Borrower further understands that the examples provided are illustrative and not exhaustive in nature and Reserve Bank of India guidelines on the subject matter shall prevail. If the link given above is not accessible for any reason or the Borrower needs any further information, please contact your Relationship Manager.

7. This letter is a Finance Document.
8. Nothing in this letter shall be deemed to exclude or restrict any power, right or remedy of the Bank under the Finance Documents and that the rights of the Bank as provided for in the Finance Documents and/or at law are continuing and of full force and effect and not in any way prejudiced, impaired or otherwise affected by this letter.
9. If there is any inconsistency between the Agreement and this letter, this letter prevails.
10. This letter may be executed in any number of counterparts which will have the same effect as if the signatures on the counterparts were on a single copy of this letter.
11. This letter and any non-contractual obligations arising out of or in connection with it are governed by Indian law.
12. Subject to our right in our absolute discretion to accept the letter on a later date, the letter will lapse by close of business on the date falling 30 Banking Days after the date of the letter and will have no further effect unless it is countersigned by you and received by us before that time at: Narain Manzil, 23 Barakhamba Road, New Delhi - 110 001

We are pleased to be of service to you.

for and on behalf of

Standard Chartered Bank
Narain Manzil, 23 Barakhamba Road, New Delhi - 110 001

Name:

Title:

F [REDACTED] UNITED

MANAGING DIRECTOR

CONFIDENTIAL SIGNATURE	STAMP
[REDACTED]	[REDACTED]

Supplemental Facility Letter (India)

MANAGING DIRECTOR

Borrower Acknowledgment

We accept your offer to make available to us each Facility described in the Agreement and agree to be bound by the terms of the above letter and the Agreement.

for and on behalf of

S. [REDACTED]

Name: _____

Authorised vide Board Resolution dated _____

Title: _____

Date: _____

Place: _____

OR

Pursuant to the Resolution of its Board of Directors meeting held on _____, the Common Seal of _____ has been affixed in the _____)
presence of Director/s of the _____)
Limited, who has/have in token thereof signed this letter _____)

Place _____

Guarantor acknowledgment

We acknowledge that we have read and understood the terms of this letter and hereby acknowledge and consent to the terms of the above letter and the Agreement and confirm that the obligations under any guarantee provided by us in favour of the Bank will continue in full force and effect and is/are not and will not be discharged by the execution of this letter, and shall continue to stand as security and extend in all respects to the obligations of the Borrower(s) under the Finance Documents.

Signed and Delivered by the within named Guarantor:



→ NO RUBBER STAMP

CLIENT FULL SIGNATURE	STAMP
[REDACTED]	[REDACTED]