

Deed of Guarantee personal



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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL80503975668779V
Certificate Issued Date	: 24-Mar-2023 02:53 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85900332589374841119V
Purchased by	: GAUTAM SURI
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GAUTAM SURI
Second Party	: STATE BANK OF INDIA AND OTHERS
Stamp Duty Paid By	: GAUTAM SURI
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

₹500 500 500 500

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IN-DL80503975668779V  
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEED OF GUARANTEE DATED 15<sup>th</sup> JANUARY 2024 EXECUTED BY (I) MR. GAUTAM SURI AND (II) MR. ARVIND NANDA IN FAVOUR OF CONSORTIUM OF BANKS (STATE BANK OF INDIA, ICICI BANK LIMITED, HDFC BANK LIMITED, YES BANK LIMITED, IDFC FIRST BANK LIMITED AND BANK OF BARODA), INDUSIND BANK LIMITED

**Caution Alert:**

The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App of Stock Holding Company of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The responsibility of checking the authenticity is on the Users of the certificate. For more information, please refer to the Competent Authority.



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 Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL85900332591496109536V  
 Purchased by : ARVIND NANDA  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : ARVIND NANDA  
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IN-DL80503589423652V

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEED OF GUARANTEE DATED, 16<sup>th</sup> JANUARY 2024 EXECUTED BY (I) MR. ARVIND NANDA AND (II) MR. GAUTAM SURI IN FAVOUR OF CONSORTIUM OF BANKS (STATE BANK OF INDIA, ICICI BANK LIMITED, HDFC BANK LIMITED, YES BANK LIMITED, IDFC FIRST BANK LIMITED AND BANK OF BARODA INDUSIND BANK LIMITED



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## DEED OF GUARANTEE

**THIS DEED OF GUARANTEE** (this “**Deed**”/ “**Guarantee**”) is executed at New Delhi on the 18<sup>th</sup> day of January, 2024 (“**Execution Date**”) by:

1. **MR. GAUTAM SURI**, S/o Mr. Ram Lal Suri, R/o F-36, Radhe Mohan Drive, Gadaipur Bandh, Delhi - 110030, born on 30.09.1952, having PAN no. AAJPS9920L, having email id - gautam.suri@interarchbuildings.com, mobile no. 9810033991, an Indian inhabitant (the “**Guarantor 1**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include him and his heirs, executors, administrators, legal representatives, successors and permitted assigns);
2. **MR. ARVIND NANDA**, S/o Mr. Krishan Lal Nanda, R/o House no. 6, Deramandi Road, Mandi, Mehrauli, Delhi - 110047, born on 16.10.1954, having PAN no. AAAPN2641L, having email id - arvind.nanda@interarchbuildings.com, mobile no. 9810033990, an Indian inhabitant (the “**Guarantor 2**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include him and his heirs, executors, administrators, legal representatives, successors and permitted assigns);

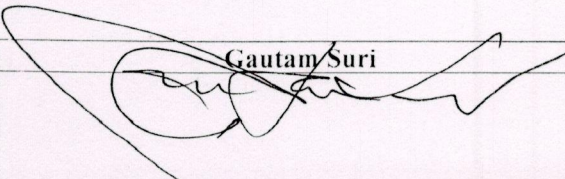
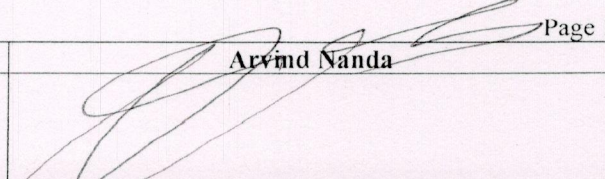
(the Guarantor 1 and Guarantor 2 are hereinafter collectively referred to as the “**Guarantors**” which expression shall unless repugnant to the context or meaning thereof be deemed to any one or more or all of them, as the context may require or permit),

### IN FAVOUR OF

The said Banks and Financial Institutions, as set-out in **Schedule II** hereinafter collectively referred to as the “**Consortium**” which expressions shall, unless it be repugnant to the subject or context thereof, include their respective successors, transferees, novatees and assigns).

By consent of all the Parties, the **State Bank of India** is designated and recognised as the “**Lead Bank**” of the Consortium. If the Consortium of Banks is increased or diminished from time to time by adding or dropping of one or more Banks or is changed by substitution of one Bank by another during the currency of this Guarantee, then the term the “**said Banks**” or the “**Consortium**” shall mean and shall be deemed to include the reconstituted consortium as well.

**WHEREAS** in terms of the working capital consortium agreement dated January 18, 2024, (hereinafter referred to as the “**Working Capital Consortium Agreement**”) (hereinafter referred to as the “**Consortium Agreement**”, which term shall include all the schedules and as may be amended or supplemented in accordance with the provisions thereof) executed by and between the said Banks/ Consortium and **Interarch Building Products Limited**, a company within the meaning of the Companies Act, 2013, having its registered office at Farm No. 8, Khasra No. 56/23/2, Dera Mandi Road, Mandi Village, Tehsil Mehrauli, New Delhi - 110047 and corporate identification no. U45201DL1983PLC017029 (hereinafter referred to as the “**Borrower**” which expression shall unless repugnant to the context or meaning thereof be

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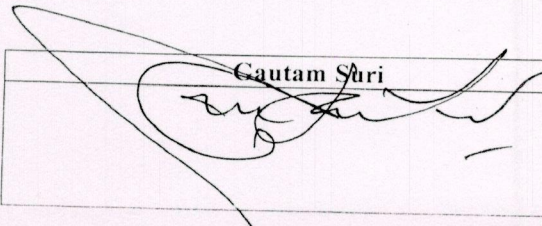
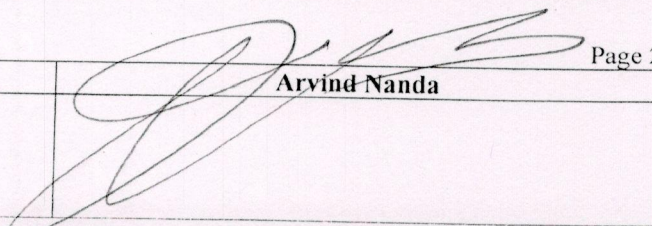
deemed to include its successors and permitted assigns) (a copy of which has been made available to the Guarantor), the Consortium has agreed to grant / granted / allowed / to be allowed / continue to be allowed to the Borrower all or some or any of the credit facilities either in Indian or foreign currencies by way of overdrafts, cash credits, term loans, pre-shipment and post-shipment credits, opening of letters of credits, issuing of guarantees 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 said Banks and the Borrower (hereinafter called the “**above mentioned credit facilities**”) for sums not exceeding in the aggregate the sum of **INR 345,00,00,000.00 (Indian Rupees Three Hundred Forty Five Crores only)** (“**Working Capital Facilities**”/ “**principal sum**”) on the terms and conditions specified and contained therein (limits specified in Schedule I hereto).

AND WHEREAS one of the conditions specified and contained in the Consortium Agreement is that the Borrower shall procure and furnish to the Consortium, a guarantee, guaranteeing due payment by the Borrower of the said principal sum together with interest costs charges expenses and/or other money due to the Consortium in respect of or under the above-mentioned credit facilities or any of them on demand by the Consortium.

AND WHEREAS the Guarantors have at the request of the Borrower and in consideration of the Consortium having agreed to grant / granted / allowed / to be allowed / continue to be allowed at the request of Guarantors the Working Capital Facilities to the Borrower, have agreed to execute this absolute, irrevocable and unconditional Guarantee in favour of the Consortium on the terms and in the manner hereinafter appearing.

NOW THE 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:

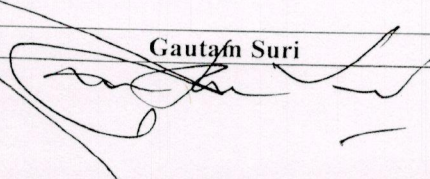
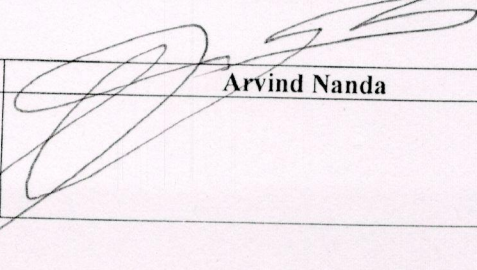
1. The said Banks shall have the sole discretion to permit drawals by the Borrower under the Working Capital Facilities at such time, on such conditions and in such manner as the said Banks may decide.
2. The Borrower shall duly and punctually repay / pay the Working Capital Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies involved, whatsoever stipulated in or payable under the Financing Documents, and perform and comply with all the other terms, conditions and covenants contained in the Financing Documents.
3. If at any time, default shall be made by the Borrower in payment/ repayment of the principal sum, together with interest, costs, charges, expenses and/ or other money for the time being, due to the Consortium or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Consortium Agreement, in respect of or under the Working Capital Facilities or any of them, the Guarantors shall, upon demand to the Guarantors, irrevocably and

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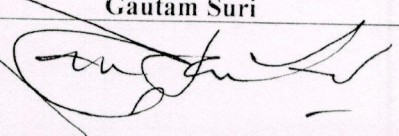
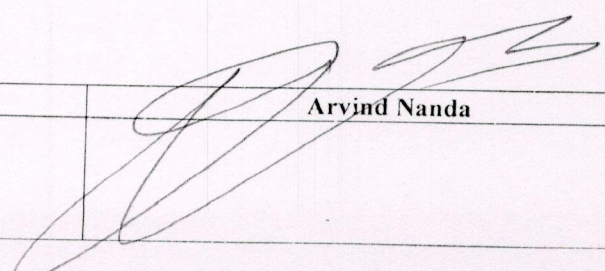
unconditionally forthwith on first demand and without any demur pay to the Consortium the whole or part of such principal sum together with interest, cost, charges, expenses and/or any other money as may be then due to the Consortium in respect of the Working Capital Facilities (the "said dues") Any such demand made by the said Banks on the Guarantors shall be final, conclusive and binding notwithstanding any difference or any dispute between the said Banks and the Borrower / arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority. The enforcement of this Guarantee in part by the said Banks, for any reason whatsoever, shall not amount to discharge of the obligations of the Guarantors under this Guarantee to the extent of the balance (unenforced) amount(s) of the Guarantee. The Guarantors shall indemnify and keep indemnified the Consortium against all losses of the said principal sum, together with interest or other money so due and all costs, damages, charges and expenses whatsoever which the Consortium may incur by reason of any default on the part of the Borrower and/or the Guarantors in performance of their respective obligations under the Financing Documents and this Guarantee, including legal proceedings taken against the Borrower and/or the Guarantors for recovery of Working Capital Facilities.

4. In the event of failure by the Guarantors to make payment as stated above, the Guarantors shall pay default interest at the same rate/s as specified in relation to the Working Capital Facilities for the Borrower till receipt of the aforesaid amounts by the said Banks to their satisfaction.
5. The Guarantors agree and confirm that the interest shall be charged on the outstandings in the account(s) opened in respect of the above mentioned credit facilities at such rate(s) as may be determined by the Consortium from time to time. 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 Consortium. The Consortium shall also be entitled to charge at its own discretion such enhanced rates of interest on the account(s) either on the entire outstandings 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 Consortium 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 Consortium's other rights and remedies.
6. The Consortium shall have the fullest liberty without affecting this Guarantee, till the above mentioned Working Capital Facilities are paid/re-paid to the satisfaction of the Consortium, to vary the amounts of the individual limits of the above mentioned credit facilities as may be agreed upon from time to time between the Consortium and the Borrower subject to the aggregate thereof not exceeding the principal sum together with all interest and other charges payable thereon as aforesaid and/or to postpone for any time or from time to time enforce or forbear to enforce any remedies or securities available to the Consortium and the Guarantors shall not be released by any exercise by the Consortium 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 Consortium or any other indulgence by the Consortium to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for

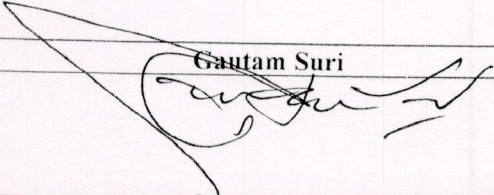
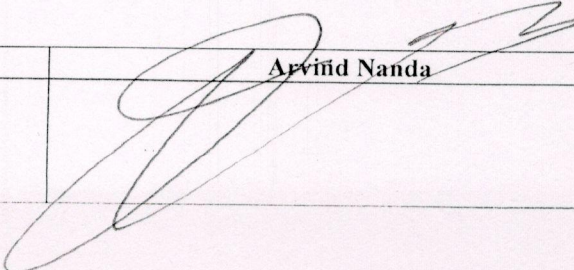
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this provision have the effect of so releasing the Guarantors.

7. As the above mentioned Working Capital Facilities have been/ shall be further secured by hypothecation and/or pledge of the Borrower's movable properties and mortgage of the Borrower's immovable properties under separate security documents executed by the Borrower with the Consortium (collectively referred to as "**Security Documents**"), which would contain stipulations including but not limited to insurance assignment and delivery of insurance policies to the Consortium, the margin or value of properties to be maintained and the periodical furnishing of different statements to the Consortium. The Guarantors hereby agree and undertake 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 Consortium in requiring or enforcing the observance or performance of any of the said stipulations or terms of the Security Documents shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantors under this Deed.
8. The said Banks shall have full liberty, without notice to the Guarantors and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the said Banks under the Financing Documents, to enforce or forbear to enforce payment of the Working Capital Facilities or any part thereof or interest or other moneys due to the said Banks from the Borrower or any of the remedies or securities available to the said Banks, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower, to give / grant temporary or extra overdrafts or other advances / credit facilities to the Borrower and to appropriate payments made to it by the Borrower towards repayment / payment of such overdrafts / advances / credit facilities from time to time and the Guarantors shall not be entitled to question such appropriation or to require the said Banks to appropriate such payments towards previous disbursements under the Working Capital Facilities so as to reduce the liability of the Guarantors hereunder on account of any such payments AND the Guarantors shall not be released by the exercise by the said Banks of their liberty in regard to the matters referred to above or by any act or omission on the part of the said Banks or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors AND the Guarantors hereby waive in favour of the said Banks so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantors might otherwise be entitled to enforce. The Guarantors also agree that they will not be entitled to the benefit of subrogation vis-a-vis securities or otherwise until all the monies due to the said Banks under the Working Capital Facilities are fully repaid / paid.
9. This Guarantee shall be enforceable against the Guarantors notwithstanding that any post-dated cheques, negotiable instruments, security and/or securities comprised in any instrument(s) executed or to be executed in favour of the said Banks shall, at the time when the proceedings are taken against the Guarantors on this Guarantee, be outstanding or unrealised or lost.

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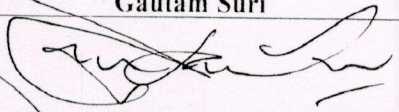
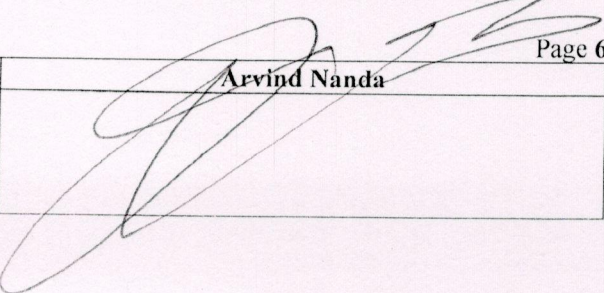
10. The Guarantors hereby agree and declare that the Borrower will be free to avail of further loan(s) or other facilities from the Bank or any other person in addition to the Working Capital Facilities and/or to secure the same during the subsistence of this Guarantee and in that event the guarantee herein contained will not be affected or vi-tiated in any way whatsoever but will remain in full force and effect and binding on the Guarantors.
11. The rights of the said Banks against the Guarantors shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the said Banks, the said Banks shall be at liberty to require the performance by the Guarantors of its obligations hereunder to the same extent in all respects as if the Guarantors had at all times been solely liable to perform the said obligations.
12. To give effect to this Guarantee, the said Banks may act as though the Guarantors were the principal debtors to the Bank.
13. The Guarantors shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the said Banks in the liquidation / insolvency proceedings.
14. This Guarantee shall be irrevocable and the obligations of the Guarantors hereunder shall not be conditional on the receipt of any prior notice by the Guarantors or by the Borrower and the demand or notice by the Bank as provided in Clause 34 hereof shall be sufficient notice to or demand on the Guarantors.
15. The liability of the Guarantors under this Guarantee shall not be affected by: (i) any change in the constitution or winding up of the Borrower or any absorption, merger or amalgamation of the Borrower with any other company, corporation or concern; or (ii) any change in the management of the Borrower or takeover of the management of the Borrower / the Guarantor by Central or State Government or by any other authority; or (iii) acquisition or nationalisation of the Borrower and/ or of any of its undertaking(s) pursuant to any law; or (iv) any change in the constitution of the said Banks; or (v) bankruptcy / insolvency / death of the Guarantors; or (vi) the absence or deficiency of powers on the part of the Guarantors to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Guarantors undertake not to revoke this Guarantee during the subsistence of the Working Capital Facilities and the Financing Documents.
16. The said Banks and their group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Guarantors, whether in single name or joint name(s), and on any monies, securities, bonds and all other assets, documents and properties held by / under the control of the said Banks and/or their group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Guarantors in any capacity), to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's

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and/or their group companies' services extended to and/or used by the Guarantors and/or as a result of any other facilities that may be granted by the said Banks and/or their group companies to the Guarantors. The said Banks and/ or their group companies are entitled without any notice to the Guarantors to settle any indebtedness whatsoever owed by the Guarantors to the Bank and/or their group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Guarantors with the said Banks and/or their group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. The Bank's and their group companies' rights hereunder shall not be affected by the Guarantors' bankruptcy, death or winding-up. It shall be the Guarantor' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

In addition to the above mentioned right or any other right which the said Banks and their group companies may at any time be entitled whether by operation of law, contract or otherwise, the Guarantors authorise the said Banks: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Guarantors with or to any branch of the said Banks and/or their group companies; (b) to sell any of the Guarantor' securities or properties held by the said Banks by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the said Banks and/or their group companies from the Guarantors, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the said Banks and/or their group companies.

17. This Guarantee is in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Guarantor may have previously given or may hereafter give to the said Banks (whether alone or jointly with other parties) and this Guarantee shall not revoke or limit any such other guarantee(s).
18. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Guarantee or affect such provision in any other jurisdiction.
19. The Consortium shall be at liberty to take in addition to the subsisting securities any other securities for the above mentioned Working Capital 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 Consortium 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 this 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 Consortium until the claims of the Consortium against the Borrower in respect of the above mentioned Working Capital Facilities and of all (if

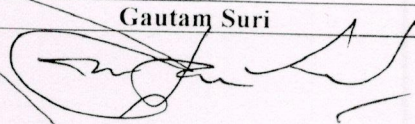
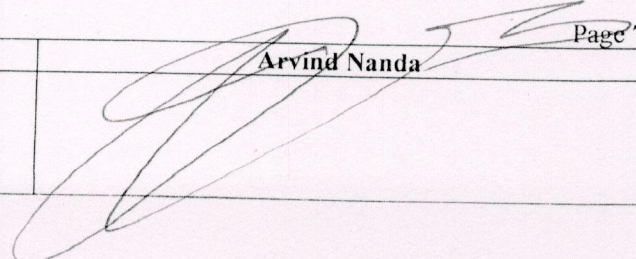
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any) other claims of the Consortium against the Borrower on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the Consortium's claims and rateably only with other Guarantors or other person(s) (if any) entitled to the benefit of such securities respectively.

20. The Guarantee herein contained shall be enforceable against the Guarantors notwithstanding the securities aforesaid or any of them or any other collateral securities that the Consortium 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 being outstanding and/or not enforced and/or remain unrealised.
21. The Guarantors hereby agree and undertake that the relationship between the Guarantors and the said Banks is such that the Guarantors (*individually*) are joint debtors along with the Borrower and accordingly they shall not be entitled to claim the benefit or legal consequence of any variation in the terms of the contract and to any of the rights conferred on the Guarantors by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872 or other applicable provisions thereof, till the time the above mentioned credit facilities are fully repaid to the satisfaction of the Consortium.
22. The Guarantee herein contained is a continuing one for all amounts advanced/ to be advanced by the Consortium to the Borrower in respect of or under the above mentioned Working Capital Facilities as also for all interest, additional interest, default interest, penal interest and costs, losses, damages, expenses and other monies which may from time to time become due and remain unpaid to the Consortium there under and the present Guarantee shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Consortium 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/or fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.
23. Notwithstanding the Consortium's rights under any security which the Consortium may have obtained or may obtain the Bank shall have full liberty to call upon the Guarantors to pay the overall principal sum together with interest as well as the costs, charges and expenses, and/or other money for the time being due to the Consortium in respect of or under the above mentioned Working Capital Facilities or any of them without requiring the Consortium to realise from the Borrower the amount(s) due to the Consortium in respect of the above mentioned Working Capital Facilities and/or requiring the Consortium to enforce any remedies or securities available to the Consortium.
24. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by Consortium or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Consortium or concern.
25. The Guarantee shall be irrevocable and enforceable against each of the Guarantors notwithstanding any dispute between the Consortium and the Borrower, until the above-

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mentioned Working Capital Facilities are fully repaid to the satisfaction of the Consortium.

26. The Guarantors affirm, confirm and declare that any balance confirmation and/or acknowledgement or debt and/or admission of liability given or promise or payment or part payment made by the Borrower or the authorised agent of the Borrower to the Consortium 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.
27. The Guarantors shall, forthwith on demand made by the Consortium deposit with the Consortium such sum or security or further sum or security as the Consortium may from time to time specify, as security for due fulfilment of their obligations under this Guarantee and any security so deposited with the Consortium may be sold by the Consortium after giving to the Guarantors a notice of sale and the said sum or the proceeds of sale of the securities may be appropriated by the Consortium towards satisfaction of the said obligations and/or any liability arising out of non-fulfilment of such obligations by the Guarantors.
28. The Guarantors hereby agree and undertake that notwithstanding any variation made in the terms of the Consortium Agreement and/or any of the said security documents inter-alia including variation in the rate of interest, extension of the date for payment of the instalments, if any, or any arrangement arrived at between the Consortium and the Borrower to give time to or not to sue the Borrower, or the Consortium parting with any of the securities given by the Borrower, the Guarantors shall not be released or discharged of his obligation under this Guarantee provided that in the event of any such variation or arrangement or agreement the liability of the Guarantors shall notwithstanding anything herein contained be deemed to have accrued and the Guarantors shall be deemed to have become liable hereunder on the date or dates on which the Borrower shall become liable to pay the amount/amounts due under the Consortium Agreement and/or any of the said security documents as a result of such variation or arrangement or agreement.
29. The Guarantors hereby agree and undertake that the Consortium shall be entitled to adjust, appropriate or set-off all money held by the Consortium 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 this Guarantee.
30. The Guarantors hereby agree and undertake that, notwithstanding the Consortium 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 his obligations under this Guarantee and in the event of the Consortium so losing or parting with the security the Guarantors shall be deemed to have consented to the same.
31. The Guarantors hereby agree and undertake 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

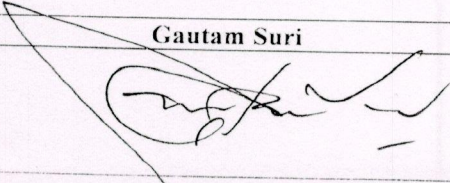
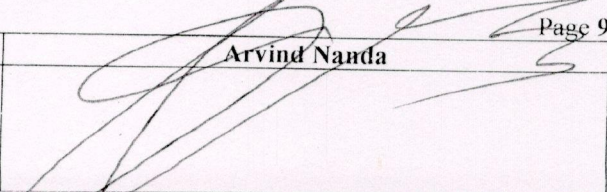
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nationalised under any law or make any arrangement or composition with creditors of the Borrower or their undertaking, the Consortium may (notwithstanding) payment to the Consortium by the Guarantors or any other person of the whole or any part of the amount hereby secured) rank as creditor and proved against the estate of the Borrower for the full amount of the Consortium's claims against the Borrower or agree to and accept any composition in respect thereof and the Consortium 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 the Consortium until all the Consortium's claims are fully satisfied and the Guarantors shall not by 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 Consortium's claims against the Borrower have been satisfied and the member banks(s) of the Consortium may enforce and recover payments 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 and in no event later than 2 days inform the Consortium in writing of the same.

32. The Guarantee hereby given is independent and distinct from any security that the Consortium 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 property, movable or immovable, and that the Guarantors have not given this Guarantee upon any understanding, faith or belief that the Consortium 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 shall not claim to be discharged to any extent because of the Consortium's failure to take any 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 default and negligence benefit of any or other such security or any other rights to any or other such security that have been or could have been taken, till the time the above mentioned Working Capital Facilities are fully repaid to the satisfaction of Consortium.
33. The Guarantors hereby agree and undertake 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 Working Capital 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 Consortium 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 duly authorized by the Consortium 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 Guarantor's duly authorised agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act of 1963.
34. The Guarantors agree that the loans hereby guaranteed shall be payable to the Consortium on the Consortium serving the Guarantors with a notice requiring payment of the amount

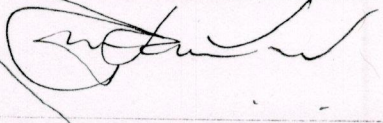
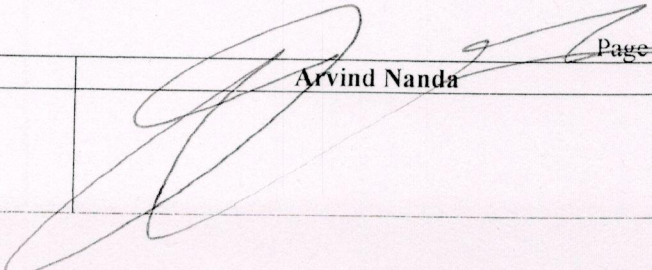
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and such notice shall be deemed to have been served on the Guarantors either by actual delivery thereof to the Guarantors or by despatch thereof by Registered Post or Certificate of Posting to the Guarantors' address herein given or any other address in India to which, the Guarantors may have given to the Consortium requesting the communication addressed to the Guarantors be despatched there at. Any notice despatched by the Consortium by Registered Post or Certificate or 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 duly authorized by the Consortium 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 despatched even though it was returned unserved on account of refusal of the Guarantor or otherwise.

35. The Guarantors hereby agree and undertake that as a pre-condition of the loan/ advance given to the Borrower by the Consortium that in case the Borrower commit default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan or due date(s) the Consortium and/or the Reserve Bank of India will have an unqualified right to publish the details of default and disclose their names or the names of their company/firm /unit and their respective directors/ partners/ proprietors as defaulter in such manner and through such medium as the Consortium or the Reserve Bank of India in their absolute discretion may think fit.

36. The Guarantors understand that as a precondition, relating to grant of the above mentioned Working Capital Facilities to the Borrower, the Consortium, requires Guarantors' consent for the disclosure by the Consortium of, information and data relating to Guarantors, of the above mentioned Working Capital Facilities availed of/ to be availed, by Borrower, and/or obligations assumed/ to be assumed, by the Guarantors in relation thereto and default, if any, committed by the Guarantors in discharge thereof. In the event the security furnished by the Guarantors is found to be insufficient / incorrect in value, the Guarantors shall furnish additional security as may be required by the said Banks. Without prejudice to the above, in the event the security furnished by the Guarantors is subsequently found to be of inferior value to that as declared by the Guarantors, the Bank shall be entitled to declare the same as an event of default under the Financing Documents and call for repayment / payment of all amounts in respect of the Working Capital Facilities.

37. Upon occurrence of an event of default by the Borrower as provided for in the Consortium Agreement, the said Banks shall demand payment from the Guarantors under this Deed within \_\_\_\_\_ days from such event of default by the Borrower and the Guarantors undertakes to make payment in terms of this clause. Notwithstanding anything contained in this clause, Guarantors undertakes to make the payment of the Obligations of the Borrower within 1 (one) day of the due date irrespective of the said Banks serving the notice and raising the demand on the Borrower and failure to pay by the Guarantors will be treated as event of default under the Consortium Agreement and this Deed.

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Notwithstanding anything contained in this Deed, the said Banks shall have an unfettered right to invoke the Deed at any given point of time within the timelines as provided for under the extant provisions of the Indian Limitation Act 1963.

38. Accordingly, the Guarantors hereby agree and gives consent for the disclosure by Consortium of all or any such:
- (i) Information and data relating to Guarantors;
  - (ii) Information or data relating to Guarantee or any other security furnished to secure any Working Capital Facilities availed of/ to be availed, by Borrower; and
  - (iii) obligations assumed / to be assumed by the Guarantors in relation to the Working Capital Facilities under this Guarantee or any other securities furnished by the Guarantors for any other credit facility granted / to be granted by the Bank; and default, if any, committed by Guarantor in discharge of such obligations.

as the Consortium may deem appropriate and necessary, to disclose and furnish to the Credit Information Companies (the "CICs") and any other agency authorized in this behalf by the Reserve Bank of India and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals) and any other agency authorized in this behalf by RBI. The Guarantors declare that the information and data furnished by Guarantors and/ or the Borrower to the Consortium are true and correct.

39. The Guarantors hereby agree and undertake that, the Guarantors are liable to be treated as a wilful defaulter in terms of the applicable Reserve Bank of India guidelines, in the event, the Consortium or any of the Consortium makes a claim on the Guarantors on account of the default made by the principal debtor, and the Guarantors refuses to comply with the demand made by the Consortium or any of the members of the Consortium, despite having sufficient means to make payment of the dues.

40. Guarantors hereby agree and undertake that:

- (i) The CICs and/or any other agency so authorized may furnish for consideration, the processed information and data of products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- (ii) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the said Banks in the manner as deemed fit by them;
- (iii) the Guarantors shall promptly authenticate and verify the financial information submitted by the said Banks and consent to the said Banks accessing its financial information available with information utilities, as and when requested by information utilities.
- (iv) The viewing of information pertaining to the Guarantors' debt from other lender/creditors, by the said Banks, will not violate the privacy of information of the Guarantors.

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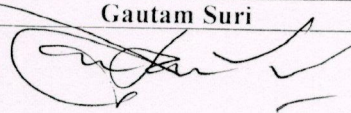
- (v) the said Banks shall recover/set off any fees required to be paid by the said Banks to the information utilities for availing their services in relation to the Working Capital Facilities.
- (vi) Any of the member(s) of the Consortium may assign or transfer any or all its rights under this Guarantee to any person, in India or outside India, in part or whole from time to time, without the consent of the Borrower and without any obligation on the part of the member(s) of the Consortium or any assignee to give prior or subsequent notice of any such assignment to the Guarantors, till the above-mentioned credit-facilities are paid/re-paid to the satisfaction of the Consortium. The member(s) of the Consortium may transfer or novate any or all of its rights and/or obligations under this Guarantee to any person, in India or outside India, in part or whole from time to time, without the consent of/ intimation to the Guarantors. The Guarantors shall promptly upon being requested by the member(s) of the Consortium execute such transfer or novation documentation as the member(s) of the Consortium may require.

Upon any such transfer or assignment as contemplated herein, such assignee and the member(s) of the Consortium, as the case may be, shall be entitled to take any action, including recovery and enforcement of the member(s) of the Consortium's rights under this Guarantee, in its own name without making the member(s) of the Consortium or the assignee, as the case may be, a party thereto.

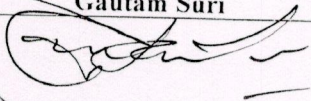
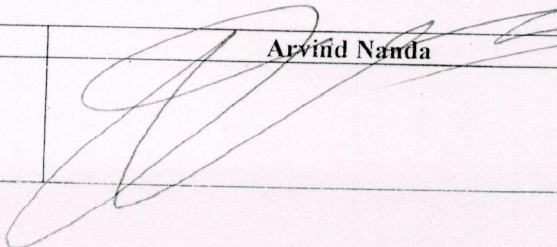
- (vii) The Guarantors confirm that neither any commission fee has been received by us from Borrower and nor we shall ask for any guarantee fee/commission from the Borrower for guaranteeing the above-mentioned Working Capital Facilities sanctioned by Consortium to Borrower.

41. The Guarantors agrees that without the concurrence of the Guarantors, the Consortium shall be at liberty to vary, alter or modify the terms and conditions of the Consortium Agreement and of the security documents executed by the Borrower in favour of the Consortium and in particular to defer, postpone or revise the repayment of the above mentioned Working Capital Facilities and/or payment of interest and other monies payable by the Borrower to the Consortium on the such terms and conditions as may be considered necessary by the Consortium including any increase in the rate of interest. The Consortium shall also be at liberty to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished by the Borrower to the Consortium to secure the above-mentioned Working Capital Facilities. The Guarantors agree that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantors are required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security, till the above-mentioned Working Capital Facilities are fully repaid to the satisfaction of the Consortium.

42. The Guarantors hereby represent, warrant and confirm that:

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- (i) The Guarantors have the competence and power to execute this Deed;
- (ii) The Guarantors have done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of this Deed or for the performance of the Guarantors' obligations in terms of and under this Guarantee have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;
- (iii) This Guarantee has been duly and validly executed by the Guarantors or on its behalf and this Deed constitutes legal, valid and binding obligations of the Guarantors;
- (iv) The entry into, delivery and performance by the Guarantors of, and the transactions contemplated by, this Guarantee do not and will not conflict: (i) with any law; (ii) with the constitutional documents, if any, of the Guarantors; or (iii) with any document which is binding upon the Guarantors or on any of their assets;
- (v) All amounts payable by the Guarantors under this Deed will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any set off;
- (vi) (i) The execution or entering into by the Guarantors of this Guarantee constitute, and performance of their obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) The Guarantors are not, will not be entitled to, and will not claim immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Deed;
- (vii) The Guarantor's confirmation on governing law as provided in Clause 54 hereof, is legal, valid and binding on the Guarantors;
- (viii) No litigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantors or its assets, which, if adversely determined, might have a Material Adverse Effect in relation to the Guarantors.
- (ix) (i) All information communicated to or supplied by or on behalf of the Guarantors to the said Bank(s) from time to time in a form and manner acceptable to the said Bank(s), are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the said Bank(s) which renders such information untrue or misleading in any respect;
- (x) In the event of any disagreement or dispute between the said Bank(s) and the Guarantors regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of

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the said Bank(s) as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Guarantors; and

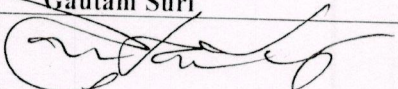
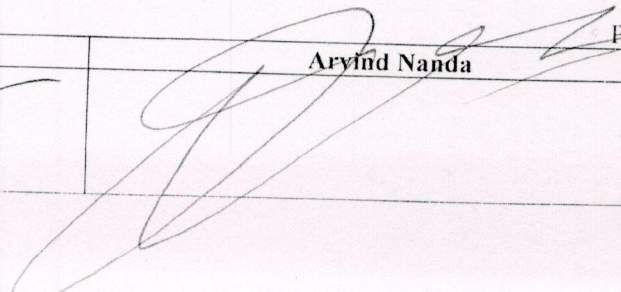
- (xi) The Guarantors shall bear all taxes, duties and charges in relation to the transactions contemplated under this Deed.
43. The Guarantors hereby agree and give consent to the sale, mortgage on prior, pari-passu or subsequent charge basis, release etc., of any of the assets by the Borrower and/or the Guarantors from time to time as may be approved by the Consortium or the transfer of any of the assets of the Borrower and/or the Guarantors from one unit to the other or to the release or lease out by the Consortium any or whole of the assets charged to the Consortium / its trustee / nominee on such terms and conditions as the Consortium may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower and/or the Guarantors. The Guarantors hereby declare and agree that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future, till the above-mentioned Working Capital Facilities are fully repaid to the satisfaction of the Consortium.
44. The Guarantors shall create / provide security as may be considered appropriate by the said Banks in favour of the said Banks in such manner and form as the said Banks may, in their sole discretion, require as security for performance of the obligations of the Borrower and the Guarantors, in a form and manner satisfactory to the said Banks. All such security:
- (i) shall not be discharged by intermediate payment by the Borrower / Guarantors or any settlement of accounts by the Borrower / Guarantors;
  - (ii) shall be in addition to and not in derogation of any other security which the said Banks may at any time hold in respect of the dues of the Borrower / Guarantors;
  - (iii) shall be available to the said Banks until all accounts between the said Banks and the Borrower / Guarantors in respect of the Working Capital Facilities are discharged in full to the satisfaction of the said Banks;
45. The Guarantors hereby agree that the said Bank(s) have an absolute right to call upon the Guarantors to declare on oath the details of all its assets and when called upon, the Guarantors will unconditionally, within a period of three days, declare on oath, the details of all its assets (whether moveable or immovable, whether tangible or intangible), whether held solely or jointly, and, whether constitutes security for this Guarantee or not, in a form and manner satisfactory to the said Bank(s). The Guarantors agree and undertake that such disclosed assets should not be encumbered or disposed off by the Guarantors without the prior written approval of the said Bank(s), till the Guarantors discharge their guarantee obligation herein or till the said Bank(s) discharges the Guarantee.
46. All documents provided by the Guarantors in connection with this Guarantee are genuine. The said Banks may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the said Banks shall be deemed to have been given by the Guarantors.

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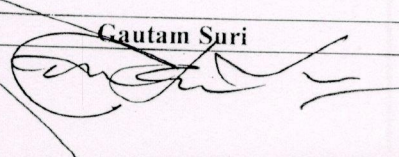
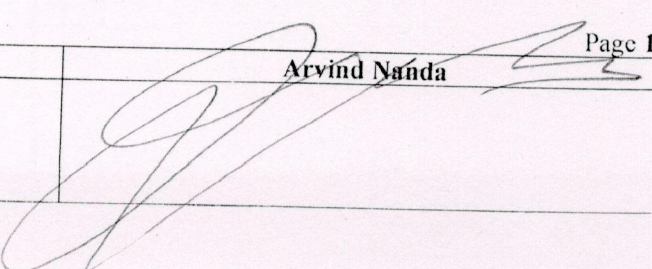
47. The Guarantors shall provide such documents and shall do all such acts, deeds and things as may be necessary or required in connection with this Guarantee.
48. The provisions as are applicable to the Borrower in relation to the assets secured / to be secured by the Borrower, shall be applicable mutatis mutandis to the Guarantors.
49. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Financing Documents and/or this Guarantee, the said Banks may, at their absolute discretion, appropriate any payments made by the Borrower or Guarantors and any amounts realised by the Bank by enforcement of security or otherwise, towards the dues payable by the Borrower to the said Banks under the Financing Documents and/or any other agreements whatsoever between the Borrower and the said Banks and in any manner whatsoever. Notwithstanding any such appropriation by the said Banks towards settlement of any dues payable by the Borrower to the said Banks under any other agreements between the Borrower and the said Banks, the Guarantor shall continue to remain liable to the Bank for all outstanding/remaining amounts in respect of the Working Capital Facilities.
50. The Guarantors acknowledge and confirm that the Guarantors have read and understood all the Financing Documents and this Guarantee as set out and/or referred to in the applications submitted by/on behalf of the Borrower to the said Banks.
51. In case there are more than one Guarantor, each of the Guarantors shall be jointly and severally liable to the said Banks for performance of all obligations under this Guarantee.
52. This Deed represents the entire understanding between the said Banks and the Guarantors regarding the subject matter hereof, and the terms and conditions of this Deed shall supersede the terms of any prior agreements or understandings, express or implied, written or oral between the said Banks and the Borrower.
53. Unless otherwise defined, capitalised terms in this Deed shall have the meanings given to them in the Consortium Agreement dated January 18, 2024, as executed by and between the Borrower and the said Banks and other Financing Documents.
54. This Guarantee shall be construed and governed in accordance with the laws of India. The Guarantors do hereby irrevocably submit themselves to the non-exclusive jurisdiction of the courts situated at New Delhi. The Consortium may, however, in its absolute discretion commence any legal action or proceedings arising out of this Guarantee in any other court, tribunal or other appropriate forum and the Guarantors hereby consent to that jurisdiction.
55. The Guarantors hereby declare that they own and possess the assets set out in their respective balance sheets furnished to the Lead Bank and the same are free from all encumbrances, charges, mortgages, liens, claims and demands save and except the charges and encumbrances already disclosed in writing to the Consortium. The Guarantors

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undertake to notify the Consortium in writing, particulars of the properties that are acquired or succeeded by them within a reasonable time so long as the Guarantee remains in force.

56. The Guarantors hereby agree and undertake not to sell, transfer, assign, dispose off, mortgage, charge, pledge or create any lien or in any way encumber their immovable and moveable properties, whether as sole or joint owner and the immovable properties to be acquired by the Guarantors in future, whether as sole or joint owner, without the said Banks' prior written consent till the obligations under this Guarantee are discharged in full.
57. The Guarantors hereby confirm and assure to the Consortium that the persons listed out in **Schedule III** hereto are their only legal heirs as per the applicable law. Further, the Guarantors undertake to give written intimation and/or notice to the said Banks and/or the Lead Bank the particulars of changes in the legal heirs/ successors immediately after such change, if any, during the continuance of this Guarantee.
58. The Guarantors shall not, till the above-mentioned Working Capital Facilities are fully repaid to the satisfaction of the Consortium, be entitled to claim the benefit of Section 134, 135, 139, 140 and 141 of the Contract Act, 1872 in the event (i) the said Banks opts for resolution under the Insolvency and Bankruptcy Code, 2016 (the "Code"); (ii) the entire undertaking of the Borrower is transferred as an ongoing concern under the provisions Code or any other law in force. Accordingly, the Guarantors hereby specifically agree and undertake to waive their rights under Section 134, 135, 139, 140 and 141 of the Contract Act, 1872 and other relevant provisions thereof and shall not claim any immunity or discharge from their liability to pay and also shall not claim any rights of the said Banks being vested with them, till the above-mentioned Working Capital Facilities are fully repaid to the satisfaction of Consortium.
59. The Guarantors hereby give specific consent to the Consortium for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the above mentioned Working Capital Facilities availed from the Consortium, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the Consortium from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Consortium, as and when requested by the concerned 'IU'.
60. The Guarantors irrevocably and unconditionally confirm that they shall continue to be bound by the terms of the Guarantee notwithstanding such transfer or assignment by any of the member(s) of the Consortium, till the above-mentioned Working Capital Facilities are fully repaid to the satisfaction of the Consortium.

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61. The Guarantors hereby expressly covenant, declare, represent and undertake that:

- (i) The property to be secured (the "**Secured Property**") will be maintained in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Working Capital Facilities and the Guarantor will ensure that the value of the Secured Property does not diminish.
- (ii) The Guarantor shall promptly give written notice to the said Banks of:
  - (a) Any dispute, which might arise between the Guarantor and any person or any governmental body or authority relating to or concerning the Secured Property.
  - (b) Any distress or execution being levied against the Secured Property.
  - (c) Any material circumstances affecting the ability of the Guarantor to perform its obligations hereunder.
- (iii) The Guarantor shall bear all costs of making good any deficit in stamp duty on any document executed by the Guarantor in relation to the Working Capital Facilities/security.
- (iv) The Secured Property is currently in use/occupation of the Guarantor and the Secured Property shall not be used/occupied by any other person, nor shall any change of use/purpose of use of the Secured Property be permitted without prior written permission of the said Banks.
- (v) The Guarantors shall ensure that the Secured Property is insured against fire, earthquake, flood, storm, tempest or typhoon and other hazards, as may be required by the said Banks, with the said Banks being made the sole beneficiary/loss payee/assignee under the policy, for a value as required by the said Banks and produce evidence thereof to the said Banks whenever called upon to do so; and that during the subsistence of this Guarantee, the Guarantor shall ensure that the insurance policy/ies are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies, and agrees to produce the necessary proof/receipts of such validity/subsistence/operativeness to the said Banks whenever required.
- (vi) The Guarantor shall promptly inform the said Banks of (a) any additions/proposed additions to or alterations in the Secured Property; and (b) any loss or damage to the Secured Property.
- (vii) The Guarantor shall ensure the due and punctual compliance with all the terms and conditions of holding the Secured Property and all the rules, regulations, bye-laws, etc., of the concerned co-operative society, association, limited company or any other competent authority, as the case may be, and pay such maintenance and other charges for the upkeep of the Secured Property as also any other dues, etc., as may be payable in respect of the Secured Property and/or of the use thereof.
- (viii) The said Banks/their authorized representatives shall be entitled to carry out inspections of the Secured Property, in such manner and at such time(s) as the said Banks may specify from time to time.
- (ix) The Secured Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme

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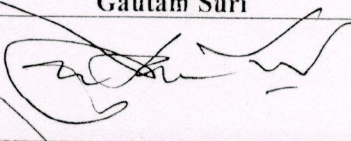
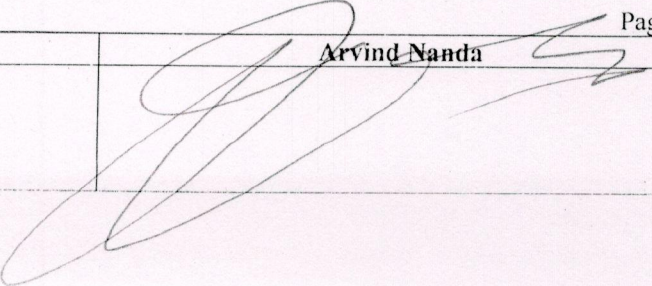
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of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.

62. The Guarantor further agree that unless the said Banks shall otherwise previously approve in writing, the Guarantor shall not:
- (i) Enter into any agreement or arrangement with any person, institution or government body for the use, occupation or disposal of the Secured Property or any part thereof.
  - (ii) Change use of the Secured Property provided that if the Secured Property is used for any purpose other than the purpose(s) stated in the applications made by the Borrower, in addition to any other action which the said Banks might take, the said Banks shall be entitled to charge, in their sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
  - (iii) Amalgamate or merge the Secured Property or any of his other property with any other adjacent property nor shall the Guarantor create any right of way or any other easement on the Secured Property.
  - (iv) Stand surety for anybody or guarantee the repayment of any facility or overdraft or the purchase price of any asset.
  - (v) Leave India for employment or business or for long term stay abroad so long as any amounts remain outstanding under the Working Capital Facilities together with interest and other dues and charges including prepayment charges as per the rules of the said Banks then in force. Whether the stay is long term or not shall be decided solely by the said Banks.
  - (vi) Execute any document or other deed, in favour of any person to deal with the Secured Property in any manner.
  - (vii) Effect any oral or other partition of the Secured Property or enter into any family arrangement or use it for the purpose of business.
  - (viii) Save and except with the prior written permission of the said Banks not to borrow from any bank/ financial institution/ other sources nor to charge any Secured Property until all amounts in respect of the Working Capital Facilities are paid in full.

63. **NON- DISPOSAL OF ASSETS AND OTHER DECLARATIONS**

- (i) The Guarantors have, on the date of this Guarantee, procured and submitted to the said Banks, a net-worth certificate from a practicing Chartered Accountant, containing details of all assets of the Guarantors, attached as Schedule IV. The Guarantors hereby confirm that the certificate of net-worth issued by a practicing-chartered accountant is comprehensive and reflects a true & correct statement of all assets of the Guarantors.
- (ii) The Guarantor hereby declare that the properties/assets described in Schedule IV, are owned and possessed by them and reflects a comprehensive, true & correct statement of all assets of the Guarantor.
- (iii) The Guarantors hereby undertake that they shall not sell, transfer, liquidate, assign, dispose off, mortgage, charge, pledge or create any lien or in any way encumber the


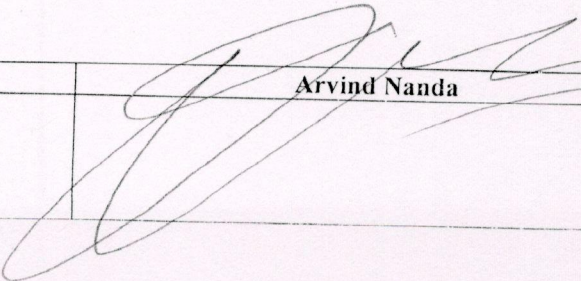
Gautam Suri	Arvind Nanda
	

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properties, assets and investments, declared in Schedule IV hereto/detailed in the net-worth certificate, or any immoveable properties acquired by the Guarantors in future, whether as sole or joint owner, without the said Banks prior written consent till the obligations under this Guarantee are discharged in full.

- (iv) The Guarantors hereby confirm the contents of the returns of Income Tax (certified by a practicing Chartered Accountant) filed with the Income Tax authorities for previous financial year, as attached in **Schedule V** hereto.
- (v) The Guarantors hereby submit certified true copies of the title documents/evidences/encumbrance certificates and deeds of all the immoveable properties disclosed in **Schedule IV.**"

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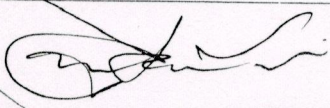
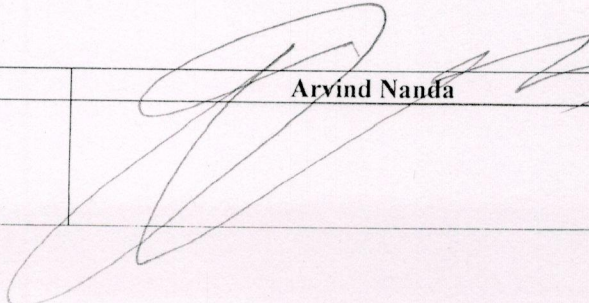
**SCHEDULE I  
WORKING CAPITAL LIMITS**

*(Indian Rupees in crores)*

<b>Name of the Bank</b>	<b>Fund Based Limits</b>	<b>Non Fund Based Limits</b>	<b>Total</b>
State Bank of India	5.00	90.00	95.00
ICICI Bank Limited	15.00	30.00	45.00
HDFC Bank Limited	5.00	30.00	35.00
IndusInd Bank Limited	5.00	55.00	60.00
Yes Bank Limited	5.00	40.00	45.00
IDFC FIRST Bank Limited	5.00	10.00	15.00
Bank of Baroda	5.00	45.00	50.00
<b>Total</b>	<b>45.00</b>	<b>300.00</b>	<b>345.00</b>

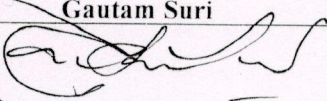
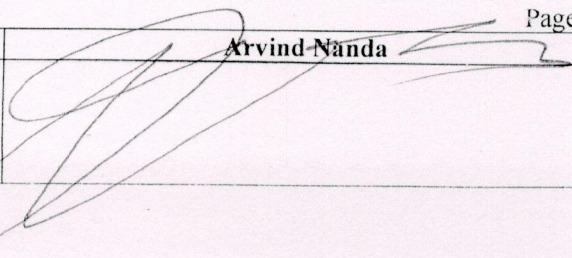
The operations of the limits, sub-limits and interchangeability between fund based and non-fund based limits shall continue to remain governed by the stipulations of the individual letters of sanction, as amended from time to time, issued by the said Banks, within the overall consortium exposure of **INR 345,00,00,000.00** (*Indian Rupees Three Hundred Forty Five Crores only*).

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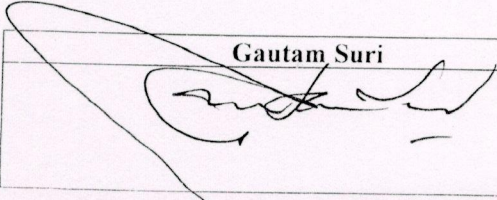
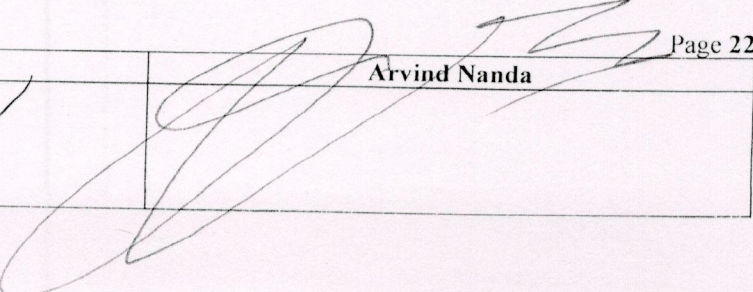
**SCHEDULE II**  
**LIST OF THE BANKS AND FINANCIAL INSTITUTIONS**

1. **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai, Maharashtra – 400 021 and acting through its as Commercial Branch at 2<sup>nd</sup> Floor, 20/34, Pusa Road, Karol Bagh, New Delhi – 110 005 (referred to as the "SBI" or "**State Bank of India**", which expression shall, unless repugnant to the subject or context thereof, include its successors, novatees, transferees and assigns);
2. **ICICI BANK LIMITED**, a company incorporated under Companies Act 1956 (presently Companies Act, 2013) & a banking company within the meaning of Banking Regulation Act, 1949 having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat – 390 007 and a branch inter alia at ICICI Bank Tower, NBCC Place, Pragati Vihar, Bhishma Pitamah Marg, New Delhi - 110003 (hereinafter referred to as the "ICICI" or "**ICICI Bank Limited**", which expression shall, unless repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);
3. **HDFC BANK LIMITED**, a company incorporated under Companies Act, 1956, as may be amended, modified from time to time & a banking company within the meaning of Banking Regulations Act, 1949 & having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra – 400 013 and a branch inter alia at 2<sup>nd</sup> Floor, Tower A, AMP Building, 31, Shivaji Marg, Moti Nagar, New Delhi - 110015 (hereinafter referred to as the "HDFC" or "**HDFC Bank Limited**", which expression shall, unless repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);
4. **INDUSIND BANK LIMITED**, a company incorporated under the provision of the Companies Act, 1956 and having its registered office at 2401, Gen. Thimmayya Road (Cantonment), Pune, Maharashtra – 411 001 and a branch inter alia at 3<sup>rd</sup> Floor, Building no. 10, Tower B, DLF Cyber City, Gurugram, Haryana - 122002 (hereinafter referred to as the "INDUS" or "**IndusInd Bank Limited**", which expression shall, unless repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);
5. **YES BANK LIMITED**, a company incorporated under the Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation Act, 1949 and having its registered & corporate office at Yes Bank House, Off Western Express Highway, Santaacruz (East), Mumbai, Maharashtra – 400055 and a branch inter alia at Yes Bank Limited, Plot No. 38, Block H1-A, Sector 63, Noida(hereinafter referred to as the "YBL" or "**Yes Bank Limited**", which expression shall, unless repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

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6. **IDFC FIRST BANK LIMITED**, a company incorporated under the Companies Act, 2013 and a banking company in terms of the Banking Regulation Act, 1949 and having its registered office at KRM Towers, 7<sup>th</sup> Floor, No. 1, Harrington Road, Chetpet, Chennai, Tamil Nadu – 600 031 and a branch inter alia at Sood Tower, 4<sup>th</sup> Floor, 25, Barakhamba Road, Connaught Place, New Delhi – 110001 (hereinafter referred to as the "IDFC" or "**IDFC FIRST Bank Limited**", which expression shall, unless repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns); and
7. **BANK OF BARODA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 (Act 5 of 1970) having its Head Office at Baroda House, Alkapuri, Baroda 390006 and Corporate Office at C- 26, G-Block, Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051 and having its Mid Corporate Branch at Bank of Baroda Building, 5th Floor, 16, Sansad Marg, New Delhi-110001 (hereinafter referred to as "**BOB**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

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**SCHEDULE III  
LEGAL HEIRS**

The following are the Class - I legal heirs of:

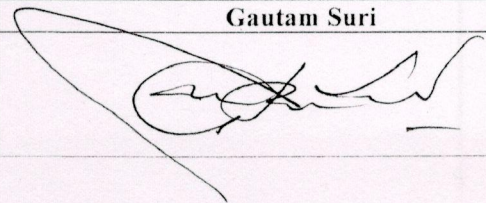
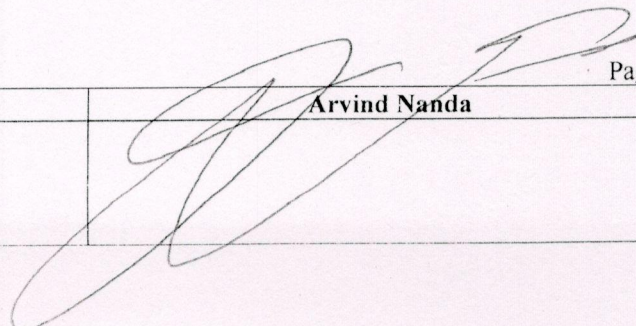
**MR. ARVIND NANDA**

S.No.	NAME	RELATION	Born On	ADDRESS	PAN No.
1.	Arhaan Nanda	Son	15.04.2003	6, Deramandi Road, Mandi, Mehrauli, Delhi - 110047	CLLPN3673G
2.	Viraj Nanda	Son	09.02.1996	6, Deramandi Road, Mandi, Mehrauli, Delhi - 110047	AVVVPN3341H

**MR. GAUTAM SURI**

S.No.	NAME	RELATION	Born On	ADDRESS	PAN No.
1.	Shobhna Suri	Wife	24.01.1953	F-36, Radhe Mohan Drive, Gadaipur Bandh, Delhi - 110030	AAJPS9966L
2.	Ishaan Suri	Son	04.08.1981	F-36, Radhe Mohan Drive, Gadaipur Bandh, Delhi - 110030	ATWPS6366G

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Gautam Suri	Arvind Nanda
	

**SCHEDULE IV**  
**Networth Certificate List of Immovable Properties**

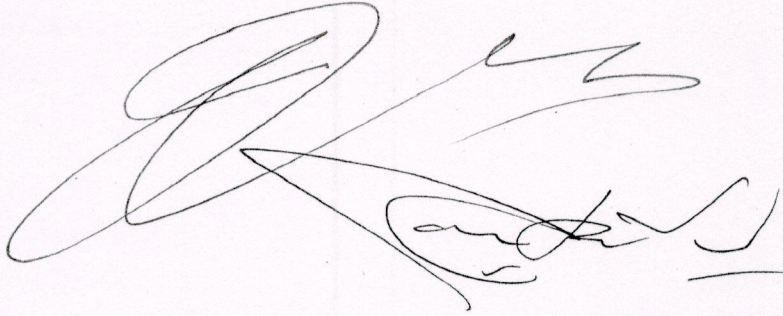
True copies of the title documents/ evidences/ encumbrance certificates and deeds of all the immoveable properties.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and lines, positioned in the center of the page.

**SCHEDULE V**

Returns of Income Tax filed with the Income Tax authorities

**[Attached as separate file]**

A handwritten signature in black ink, consisting of several large, overlapping loops and strokes, positioned in the upper middle section of the page.

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

**SIGNED AND DELIVERED** by the  
within named Guarantor 1

**MR. GAUTAM SURI.**



**SIGNED AND DELIVERED** by the  
within named Guarantor 2

**MR. ARVIND NANDA.**

