

DEED OF GUARANTEE

SVL NO. 16/7/15-2010
G-6, KUBERA TOWERS
NARAYANAGUDA
JUDICIAL MALL
500030
LICENSE NO. 13/2012

This Deed of Guarantee ("**Guarantee**") executed in the date and at the place as set out in Schedule I hereof, by the person(s) named as Guarantors in Schedule I hereof.

In Favour of

ICICI Bank Limited, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara- 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051 and amongst others, a branch / office specified in the Schedule I hereof (hereinafter referred to as the "**Bank**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns),

The expression "**Guarantor(s)**", as the subject or context may permit or require, mean any or each of the person(s) named in Schedule I as Guarantor(s) and, include (i) in the case of a company or a society or a limited liability partnership, registered under the applicable laws relating to companies, societies or limited liability partnership, its successors and permitted assigns; (ii) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (iii) in the case of a proprietary concern, the proprietor (both in its personal capacity and as proprietor of the concern) and his / her their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern; (iv) in the case of a joint HUF, the Karta of the joint HUF and any or each of the adult members / coparceners of the joint HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors; (v) in the case of an individual, his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (vi) in the case of a trust, the trust / trustee(s) for the time being, its successors and permitted assigns.

WHEREAS:

(a) By facility agreement(s) as specified in Schedule I ("**Facility Agreement(s)**") as executed and / or amended from time to time) entered into between the Bank and the borrower(s), more specifically described in Schedule I hereof (the "**Borrower(s)**"), a copy of which has been made available to and read & understood by the Guarantor(s), the Bank has agreed to grant / extend to the Borrower(s) and the Borrower(s) has/have agreed to avail financial assistances / facilities (the "**Facilities**", which expression shall include all modifications made thereto / renewals, from time to time) upto the amounts specified in Schedule I hereof, on the terms and conditions contained in the Facility Agreement and the other related transaction documents including all amendments made thereto from time to time (collectively the "**Transaction Documents**").

(b) One of the conditions for grant of the Facilities is that the Facilities together with all amounts whatsoever stipulated in and/or payable under the Facility Agreement(s) by the Borrower(s) to the Bank (including principal, interest, additional interest, fees, costs and expenses, indemnification amounts, any other monies including any increase as a result

of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies involved and all other payment obligations) (collectively, the "**Guaranteed Obligations**"), shall be secured by, inter alia, Guarantee from the Guarantor(s). The Guarantor(s) are executing this Guarantee for the said purpose.

(c) At the request of the Guarantor(s), the Bank has agreed to grant / extend the Facilities to the Borrower(s) and the Guarantor(s) has/ have agreed to execute these presents.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor(s) hereby jointly, severally, unconditionally, irrevocably and absolutely guarantee the Guaranteed Obligations to the Bank.

2. Subject to the terms of this Guarantee, the Guarantor(s) unconditionally and irrevocably undertakes that upon occurrence of any default on the part of the Borrower(s) in payment / repayment of any amount due and payable under the Facility Agreement or in the Event of Default (as defined under Facility Agreement) on the part of the Borrower(s) to comply with or perform any of the terms, conditions and covenants in the Facility Agreement, the Guarantor(s) shall, *(notwithstanding any disputes between the Bank, the Guarantor(s) and/or the Borrower(s) (including the pendency of any arbitration, administrative or legal proceedings)*, on first demand, without protest or demur, forthwith pay to the Bank all or any amount demanded by the Bank under the Facility Agreement and/ or the Guaranteed Obligations as if it were the principal debtor ("**Demand**"). The Guarantor(s)' liability hereunder shall be joint and several and co-extensive with the liability of the Borrower(s) and the Bank shall be entitled to act as if the Guarantor(s) is/are the principal debtor to the Bank. The Bank may make partial demands under this Guarantee and there can be multiple partial demands. In the event of failure by the Guarantor(s) to make payment under the Guarantee or breach of any terms of this Guarantee, the Guarantor(s) shall pay additional interest at the same rate/s as specified in relation to the Facilities for the Borrower(s) till receipt of the aforesaid amounts by the Bank to its satisfaction.

3. Any and all payments to be made by the Guarantor(s) under this Guarantee shall be made free and clear of, and without any tax deduction or set-off for or on account of any liability whatsoever including, without limitation, any present or future taxes, duties, charges, fees or withholdings of any nature whatsoever and by whomsoever imposed.

4. The Guarantor(s) agree that the liability of the Guarantor(s) under this Guarantee shall not be reduced, affected and/or released in any manner by any of the below events, and the Guarantor(s) hereby waive any rights available to them under law in that regard: (a) by the Bank releasing the Borrower(s) from its liability or making any composition with or promising to give time to or agreeing not to sue or forbearing from suing the Borrower(s) or enforcing or forbearing from enforcing any security under any instrument executed or to be executed or by amending or waiving any obligation of the Borrower(s); (b) by any other act, event or omission, which would or might operate to discharge, impair or otherwise affect the obligations of the Guarantor(s) hereunder or the rights of the Bank against the Guarantor(s); (c) the Bank does any act which is inconsistent with the rights of the Guarantor(s), or omits to take any action, and the eventual remedy of the Guarantor(s) against the Borrower(s) is thereby impaired.

5. The Guarantor(s) agree that the Guarantor(s) shall indemnify the Bank, as an independent and primary obligation, against all losses, damages, costs, claims and

expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any default on the part of the Borrower(s) and/or the Guarantor(s) in performance of their respective obligations under the Transaction Documents and this Guarantee, including legal proceedings taken against the Borrower(s) and/or the Guarantor(s) for recovery of the moneys.

6. Until all amounts payable by the Borrower(s) to the Bank under the Transaction Documents have been paid or repaid in full, the Guarantor(s) hereby: (a) waive in favour of the Bank, 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 Guarantor(s) might otherwise be entitled to enforce; (b) agree that it will not be entitled to the benefit of subrogation vis-à-vis securities or otherwise; (c) will not exercise any rights which it may have acquired otherwise, or take any action or make any claim in competition with an action or a claim of the Bank; (d) waives any presentment, demand, protest, or notice of any kind, whether judicial or extrajudicial, as well as other requirement with regard to the Bank exercising its right to take any action against the Borrower(s).

7. The Guarantor(s) hereby agree that, without the concurrence of the Guarantor(s), the Borrower(s) and the Bank shall be at liberty to: (a) vary, alter or modify any of the terms and conditions of the Transaction Documents, including but not limited to deference, postponement or revision of the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower(s) to the Bank on such terms and conditions as may be considered necessary by the Bank; (b) absolutely dispense with or release all or any of the security / securities furnished or required to be furnished to the Bank to secure the Facilities and/or the obligations of the Guarantor(s) under this Guarantee.

8. The rights of the Bank against the Guarantor(s) 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 Bank, the Bank shall be at liberty to require the performance by the Guarantor(s) of their obligations hereunder to the same extent in all respects as if the Guarantor(s) had at all times been solely liable to perform the said obligations.

9. Any admission or acknowledgement in writing given or any part payment made by the Borrower(s) in respect of the Facilities shall be binding on the Guarantor(s) and shall be treated as given on behalf of the Guarantor(s) also.

10. Without prejudice to the obligations under this Guarantee, the Guarantor(s) hereby agree and declare that, the Borrower(s) will be free to avail of further loan(s) or other facilities from the Bank or any other person in addition to the Facilities, including but not limited to temporary or extra overdraft(s), and/or to secure such facilities during the subsistence of this Guarantee.

11. The Guarantor(s) hereby agree and confirm that the Guarantor(s) shall not, without prior written approval of the Bank: (a) undertake, effect and/or permit any change in its constitution, shareholding, control or management or enter into any amalgamation, demerger, merger, reorganisation scheme or arrangement or compromise with creditors or shareholders, and/or any corporate reconstruction during subsistence of Facilities; (b) stand surety for any person and/or guarantee the repayment of any amounts and/or the performance of any actions by any persons; (c) receive any

security or commission from the Borrower(s) for giving this Guarantee so long any monies remain due and payable by the Borrower(s) to the Bank under the Transaction Documents; (d) obtain any credit facilities, loans and/or non-fund based facilities from any person and/or otherwise permit to remain outstanding any indebtedness to any person; (e) sell, transfer, assign, create any lien over, secure and/or otherwise dispose off any of their immoveable and moveable properties, including but not limited to the Secured Property, the assets as disclosed in Exhibit 1 (whether held as sole or joint owner) and any properties to be acquired by the Guarantor(s) in future; (f) change the use of the Secured Property or amalgamate or partition or merge the Secured Property or any of their other properties or effect any written or oral partition of the Secured Property or any of their other properties. In addition to any other action which the Bank might take, the Bank shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.

12. In any event, the liability of the Guarantor(s) under this Guarantee shall not be affected by: (a) any variations, alterations and modifications to the Transaction Documents and that no further consent of the Guarantor(s) is required for giving effect to any such variation, alteration and modifications; (b) any change in the constitution, winding up, bankruptcy, insolvency of the Borrower(s) / the Guarantor(s); (c) any death, retirement, absorption, merger, amalgamation, change in the management or takeover of the management of the Borrower(s) / the Guarantor(s); (d) any acquisition or nationalisation of the Borrower(s) / the Guarantor(s) and / or of any of its undertaking(s) pursuant to any law; (e) any change in the constitution of the Bank; (f) any absence or deficiency of powers on the part of the Guarantor(s) to enter into this Guarantee or any irregularity in the exercise of such powers.

13. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor(s) of the amount for the time being due to the Bank from the Borrower(s) / the Guarantor(s) in any action or proceeding brought on this Guarantee against the Guarantor(s) and shall be sufficient notice of Demand on the Guarantor(s).

14. This Guarantee is in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Guarantor(s) may have previously given or may hereafter give to the Bank (whether singly or jointly) and this Guarantee shall not revoke or limit any such other guarantee(s). The Guarantor(s) further agree and undertake that this Guarantee shall be valid and subsisting until all claims of the Bank against the Borrower(s) under the Transaction Documents and the Guaranteed Obligations are paid in full to the satisfaction of the Bank.

15. The Guarantor(s) hereby agree that when called upon by the Bank, the Guarantors will unconditionally, within a period of three days, declare on oath, the details of all his/her/its assets (whether moveable or immoveable, 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 Bank. The Guarantor(s) agree and undertake that such disclosed assets should not be encumbered or disposed off by the Guarantor(s) without the prior written approval of the Bank, till the Guarantor(s) discharge their / his / her / its obligation herein or till the Bank discharges the Guarantee. The Guarantor(s) further agree to submit certified true copies of the title documents /

evidences / encumbrance certificates and deeds of all the immoveable properties as disclosed in Exhibit 1.

16. The Guarantor(s) shall create / provide security as required by the Bank in such manner and form as the Bank may, in its sole discretion, require for performance of the obligations of the Borrower(s) and the Guarantor(s). All such security (a) shall not be discharged by intermediate payment or any settlement of accounts by the Borrower(s) / Guarantor(s); (b) shall be in addition to and not in derogation of any other security which the Bank may at any time hold; (c) shall be available to the Bank until all accounts between the Bank and the Borrower(s) / Guarantor(s) in respect of the Facilities are discharged in full to the satisfaction of the Bank; (d) shall operate as continuing security for all monies, indebtedness and liabilities as specified herein notwithstanding the existence of a 'nil' balance or a credit balance in the Borrower(s)' account under the Transaction Documents; (e) all provisions applicable to the Borrower(s) in relation to the assets secured / to be secured by the Borrower(s), shall be applicable mutatis mutandis to the Guarantor(s).

17. In the event the security furnished by the Guarantor(s) is found to be insufficient / incorrect in value, the Guarantor(s) shall furnish additional security as may be required by the Bank. Without prejudice to the aforementioned, in the event the security furnished by the Guarantor(s) is subsequently found to be of inferior value to that as declared by the Guarantor(s), the Bank shall be entitled to declare the same as an event of default under the Transaction Documents and call for repayment / payment of all amounts in respect of the Facilities.

18. The Guarantor(s) hereby, make the representations, declarations and warranties as given below and confirms that the same will continue to remain true, correct, valid and subsisting in every respect till the subsistence of this Guarantee and till the Facilities are repaid in full to the satisfaction of the Bank: (a) the Guarantor(s) have the competence to duly and validly execute this Guarantee and this Guarantee constitutes legal, valid and binding obligations of the Guarantor(s); (b) the Guarantor(s) have done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required for the execution of this Guarantee or for the performance of the Guarantor(s)' obligations under this Guarantee have been done, fulfilled, obtained, effected and performed and are in full force and effect; (c) the entry into, delivery and performance by the Guarantor(s) of, the transactions contemplated by this Guarantee, do not and will not conflict with: (i) any law; (ii) the constitutional documents of the Guarantor(s); or (iii) any document which is binding upon the Guarantor(s); (d) no litigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor(s) or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor(s); (e) all information communicated or supplied by or on behalf of the Guarantor(s) to the Bank from time to time in the form and manner acceptable to the Bank are true, fair, correct and complete in all respects; (f) all documents provided by the Guarantor(s) in connection with this Guarantee are genuine. The Bank may at any time, call for or require verification of originals of any / all such copies. Any such copy in possession of the Bank shall be deemed to have been given by the Guarantor(s); (g) the execution or entering into by the Guarantor(s) of this Guarantee constitute, and performance of their obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (h) the Guarantor(s) are not, will not be entitled to, and will not claim immunity for themselves

or any of their assets from any legal process in any proceedings in relation to this Guarantee; (i) in case the Guarantor(s) is/are individual(s): (A) holding any office in the Borrower(s), shall not accept any compensation from the Borrower(s) in the event of loss of office for any reason whatsoever, upon occurrence of an event of default (as described under the Transaction Document); (B) leave India for employment or business or for long term stay abroad so long as any amounts remain outstanding under the Facilities together with interest and other dues and charges as levied by the Bank. Whether the stay is long term or not shall be determined solely by the Bank.

19. The Guarantor(s) hereby undertakes and agrees, during the subsistence of the Facilities: (a) to reimburse the Bank from any loss, cause or expenses entailed including but not limited to any stamp duty paid by the Bank and relevant to the exercise of the Bank's rights under this Guarantee or the enforcement of the Guarantee; (b) to do whatever is legally necessary, in order to render the Guarantee enforceable and enable the Bank to preserve and exercise at any time the rights, privileges and powers under any laws or this Guarantee; (c) to promptly give written notice to the Bank of any additions / proposed additions / loss / damage / alterations in the Secured Property or any dispute (including but not limited to distress or execution levied), which might arise between the Guarantor(s) and any person or any governmental body or authority relating to or concerning the Secured Property and any material circumstances affecting the ability of the Guarantor(s) to perform its obligations under the Transaction Documents; (d) to bear all taxes, duties and charges in relation to the transactions contemplated under this Guarantee; (e) that no separate consent for any transfer, mortgage, release or lease of the assets by the Borrower(s) and/or the Guarantor(s) shall be required and Guarantor(s) consent and confirm that this consent shall be treated as a standing and continuing consent for each and every act of sale, transfer, mortgage release or lease of any of the assets of the Borrower(s) / Guarantor(s); (f) to ensure that the property to be secured (the "**Secured Property**") shall be maintained in good order and condition, insured against fire, earthquake, flood, storm, tempest or typhoon and other hazards, as may be required by the Bank, and shall ensure that the Bank is made the sole beneficiary / loss payee / assignee under the policy and that such insurance policy/ies are valid, subsisting and operative and agrees to produce the necessary proof / receipts of such validity / subsistence / operativeness to the Bank whenever required and the Bank / its authorized representatives shall be entitled to carry out inspections of the Secured Property, in such manner and at such time(s) as the Bank may specify from time to time; (g) to 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.

20. This Guarantee is a continuing guarantee and shall remain in full force and effect till such time the Borrower(s) repays / pays in full the Facilities together with all interest, commission, costs, charges and all other monies and expenses whatsoever stipulated in or payable under the Transaction Documents, regardless of any intermediate payment or discharge in whole or in part. The enforcement of this Guarantee in part by the Bank, for any reason whatsoever, shall not amount to discharge of the obligations of the

Guarantor(s) under this Guarantee to the extent of the balance (unenforced) amount(s) of the Guarantee.

21. The Bank and its 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 and credits of any kind and nature held / balances lying in any accounts of the Guarantor(s), 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 Bank or its group companies, to the extent of all outstanding dues of the Borrower(s), whatsoever, arising as a result of any of the Bank's or its group companies' services extended to and/or used by the Borrower(s) / Guarantor(s) and/or as a result of any other facilities that may be granted by the Bank or its group companies to the Borrower(s)/ Guarantor(s). The Bank and its group companies are entitled without any notice to the Guarantor(s) to settle any indebtedness whatsoever owed by the Guarantor(s) to the Bank and/or its group companies, by adjusting / setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Guarantor(s) with the Bank and/or its 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 its group companies' rights hereunder shall not be affected by the Guarantor(s)' bankruptcy, death or winding-up. It shall be the Guarantor(s)' sole responsibility and liability to settle all disputes / objections with any joint account holders. In addition to the above mentioned right or any other right which the Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Guarantor(s) authorise the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Guarantor(s) with or to any branch of the Bank and/or its group companies; (b) to sell any of the Guarantor(s)' securities or properties held by the Bank without having to institute any judicial proceeding whatsoever and retain / appropriate the total amounts outstanding to the Bank and/or its group companies from the Guarantor(s), 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 Bank and/or its group companies.

22. Notwithstanding the provisions of the Indian Contract Act, 1872 or any other applicable law, the Bank may, at its absolute discretion, appropriate any payments made by the Guarantor(s) towards the dues payable by the Borrower(s) under the Transaction Documents and/or any other agreements whatsoever including but not limited to towards repayment / payment of temporary overdrafts / advances / credit facilities, between the Borrower(s) and the Bank and in any manner whatsoever. Notwithstanding any such appropriation by the Bank towards settlement of any dues payable by the Borrower(s) to the Bank under any other agreements between the Borrower(s) and the Bank, the Guarantor(s) shall continue to remain liable to the Bank for all outstanding / remaining amounts in respect of the Facilities.

23. The Guarantor(s) have, in case of individual Guarantor(s), on the date of this Guarantee, agreed to provide and submit to the Bank, income tax and wealth tax returns for the last three years, net-worth certificate (if required, attached as Exhibit 1 herewith) or such other documents, as maybe specified by the Bank, duly certified by a practicing Chartered Accountant. The Guarantor(s) hereby confirm that the certificate of net-worth issued, contains the details of all the assets of the Guarantor(s) and is/will be comprehensive and

reflects / will reflect a true and correct statement of all assets of the Guarantor(s). The Guarantor(s) shall, during the term of the Guarantee and until the Guaranteed Obligations have been paid in full to the Bank, maintain their net-worth as it exists, as on the date of this Guarantee.

24. The Guarantor(s) hereby agrees, confirms, consents to and undertakes that: (a) the Bank shall have the right to disclose all or any information and data pertaining to the Guarantor(s), this Guarantee and Facilities including but not limited to Financial Information (as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (including all amendments and replacements made thereto and all rules and regulations framed thereunder) ("IBC")) ("**Financial Information**") relating to the Guarantor(s), to any persons at its discretion, to Reserve Bank of India ("**RBI**"), Credit Information Bureau (India) Limited ("**CIBIL**"), Information Utilities (as defined in Section 3 (21) of the IBC) ("**IU**") and/or any agency and/or as required under applicable law and/or pursuant to the provisions of IBC and/or at the order of a court of law or any statutory or regulatory or supervisory authority of any jurisdiction. CIBIL and/or any other agency so authorised may use aforesaid information disclosed by the Bank in any manner and/or may furnish for consideration the processed information and data prepared by them, to credit providers (including financial institutions) or registered users, as may be specified by RBI in this behalf, pursuant to applicable law; (b) in case the Guarantor(s) commits a default in payment or repayment of any amounts in respect of the Facilities, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the name and photographs of the Guarantor(s) (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit and declare the Guarantor(s), wilful defaulter, in accordance with the guidelines laid down by RBI; (c) the Guarantor(s) shall promptly authenticate and verify the Financial Information submitted by the Bank, as and when requested by IU. Provided that in the event the Guarantor(s) fails to authenticate the Financial Information within the timeline prescribed under applicable law / regulations, the Guarantor(s) agrees and confirms that he/she/it shall be deemed to have authenticated the said Financial Information.

25. All the provisions of this Guarantee are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

26. The Bank may, at any time, without prior intimation to the Guarantor(s), assign or transfer all or any of its rights, benefits and obligations under this Guarantee to any person without any consent of the Borrower(s) and /or the Guarantor(s).

27. In the event of any disagreement or dispute between the Bank and the Guarantor(s) 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 the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Guarantor(s).

28. Each Demand notice by the Bank under this Guarantee must be in writing, and may be given in person, post, email,

and must be sent to the Guarantor(s) at its address as provided in Schedule I.

29. This Guarantee shall be governed by and construed in accordance the laws of India. Any suit or legal proceedings, whatsoever, arising out of or in connection with any claim or dispute under this Guarantee shall be subject to the exclusive jurisdiction of the competent courts under which the ICICI Bank branch/office, specified under Schedule I is situated.

30. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them in the respective Transaction Documents. The provisions of this Guarantee shall be interpreted in accordance with the following: (a) A reference to: (i) an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly; (ii) "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration; (iii) "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Guarantee; (iv) "person" includes an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; (b) the singular includes the plural (and vice versa); (c) reference to the words "include" or "including" shall be construed without limitation; (d) reference to a gender shall include references to the female, male and neuter genders; (e) all approvals, permissions, consents or acceptance required from the Bank

for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Bank;

31. All notices or other communications under or in connection with this Guarantee shall be given in writing and shall be deemed to be effective: (i) If sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; (ii) If sent by e-mail or any other electronic or telecommunication mode, when sent by the sender; and (iii) If sent by facsimile, on receipt of a confirmation from the correct facsimile number. Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank. Notices or communication may be made to: (a) the Guarantor's address, registered e-mail address, or facsimile number (together referred as "contact details") as provided herein, and; (b) The Bank's address or facsimile number of its zonal / regional office specified in CAL, or to such other address or, facsimile number as may be designated by the Guarantor and the Bank in writing to each other. (iv) The Guarantor acknowledges and confirms that any notice provided by the Bank shall be treated by the Guarantor as sufficient and reasonable notice to the Guarantor and agrees to assume the liability for any non-delivery of a notice as aforesaid, by any reason of any error, electronic or otherwise. (v) It is incumbent upon the Guarantor to intimate change in their demographic information (including but not limited to e-mail address, facsimile), if any, immediately. Bank shall not be responsible for any loss, damage or consequences for wrong delivery of the above items arising out of non-intimation of change in mailing/communication address or contact details. (vi) The Guarantor further agrees to keep the Bank indemnified from and against all claims either by the Guarantor or any other actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against the Bank or that the Bank may suffer, incur or sustain by reason of or on account of the Bank having so acted in lieu of incorrect contact details provided herein.

**Schedule I
Part A**

Sr. No.	Headings	Details.
1.	Date of execution of Guarantee	Date: _____
2.	Place of execution of Guarantee	Place: Hyderabad in the State of Telangana
3.	Details of the Guarantor(s)	<u>Guarantor 1</u> Name: Mr. Sharad Kumar Jayantilal Kadakia Constitution: Individual Registered / Residential address: 5-2-223, Gokul Distillery Road, opp: Andhra Bank, Hyderbasti, Secunderabad -500003 E-mail Address:
4.	Details of Borrower(s)	Name: M/s GV Research Centers Private Limited Constitution: Private Limited Registered / Residential address: 5-4-187/3&4, Soham Mansion, 2nd Floor, MG Road, Secunderabad - 500003 E-mail Address:
5.	Details of ICICI Bank branch/ office address	ICICI Bank Towers, Plot No 12, Financial Dist., Gachibowli, Hyderabad -500 032
6.	Details of the Facilities	Overall Amount: Not exceeding Rupees 225.0 million.
7.	Details of the Facility Agreement	(i) Facility Agreement: Document dated _____ between M/s GV Research Centers Private Limited and ICICI Bank Limited. (ii) Credit Arrangement Letter (CAL) bearing Reference no. CAL3529613224 dated April 07, 2021 including all amendments, renewals thereto.

IN WITNESS WHERE OF the Guarantor(s) have caused this Guarantee to be executed on the day, month and year as specified in Schedule I hereto.

Signed and delivered by the within named Guarantors:

Mr. Sharad Kumar Jayantilal Kadakia