LETTER OF CONTINUING GUARANTEE

(JOINT & SEVERAL)

This Letter of Continuing Guarantee is executed at the date and place more particularly mentioned in Annexure-1 by the persons more particularly mentioned in Annexure 2 hereinafter collectively called “the Guarantor(s)” of the one part which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include; (a) in case of a company, its successors and permitted assigns; (b) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (c) in case the Borrower is a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns; (d) in case of a trust, the trustee or trustees of the trust for the time being and from time to time; (e) in case of a Hindu undivided family, the Karta and the members for the time being and from time to time of the said Hindu undivided family and their respective heirs, executors, administrators and assigns; (f) in case of an individual proprietor, the proprietor’s heirs, administrators, executors and legal representatives; (g) in case the Borrower is a registered society, its successors and permitted assigns; hereinafter collectively called “the Guarantor(s)” of the one part.

IN FAVOUR OF

HDFC BANK LTD., a banking company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and a branch office inter alia at the Place more particularly mentioned in Annexure-1, hereinafter called “the Bank” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the other part:

WHEREAS:

(i) At the request of the Guarantor(s) the Bank has granted/ agreed to grant to the persons more particularly mentioned in Annexure-3, (hereinafter referred to as “the Borrower” a credit facility aggregating to the amount more particularly listed out in Annexure -4 hereinafter collectively called the “Facility” and the Borrower(s) has/ have executed various documents as amended from time to time;

(ii) One of the conditions of the Bank having agreed to grant/ having granted the said Facility to the Borrower was that the Guarantor(s) shall execute in favour of the Bank an unconditional and irrevocable continuing Guarantee being these presents;

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Date: 2026.07.29 12:29:42 IST

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The Guarantor(s) have agreed to issue this guarantee favoring the Bank in support of the Credit Facility/ies of Rs. 36,100,000.00 Rupees Three Crore Sixty One Lakh Only sanctioned to the Borrower. In this regard, the Guarantor(s) confirm that the Guarantor(s) have not received nor will receive, any consideration in whatever form, directly or indirectly, from the Borrower for the issuance of the personal / corporate guarantee as security for the Credit Facility/ies. The Credit Facility/ies will become available to the Borrower for utilisation in the Bank's discretion upon fulfilment of conditions and for the amount that will be mentioned by the Bank in the sanction letter(s) ("Sanction Letter") that has been/will be issued by the Bank to the Borrower. Mere utilisation of the Credit Facility(ies) / sanctioned limit of the Credit Facility(ies) or any part thereof or any request therefor from the Borrower/Security Provider, shall by itself amount to irrevocable and unconditional acceptance by the Borrower/Security Provider of the Sanction Letter(s), without any further deed act or writing or signatures from the Borrower/Security Provider in this regard. The Sanction Letter(s) shall be deemed to form part of the Agreement. The aggregate of the amounts of the Credit Facility/ies that will be mentioned in the Sanction Letter(s) for being made available by the Bank to the Borrower, shall be treated as the 'sanctioned limit' of the Credit Facility/ies. However, this Deed and obligations taken hereunder and the other transaction documents related to the Credit Facility/ies, are irrevocably binding on the Borrower and the Security Provider, and shall without any further, act, deed or writing, cover and govern, the sanctioned limits of the Credit Facility/ies under the Sanction Letter(s).

2. The Guarantor(s) doth hereby irrevocably and unconditionally guarantee the due repayment to the Bank at any branch of the Bank on demand without demur and/ or contestation and notwithstanding any dispute between the Bank and the Borrower of all the amounts including the principal sum more particularly mentioned in Annexure-4 towards the said Facility and indebtedness due and payable by the Borrower to the Bank under the Facility or any one or more or all of them or any part thereof for the time being outstanding under the Facility granted/ agreed to be granted by the Bank to the Borrower and all interest, commission, costs, charges and expenses and all other monies whatsoever due owing and payable by the Borrower to the Bank thereunder ("the said dues"), in the event of failure on the part of Borrower in repaying the same to the Bank or discharging its liability thereunder. The Guarantor(s) shall pay to the Bank within 7 working days of the Bank's first written demand at its Branch Office more particularly mentioned in Annexure-1 the said dues provided that the aggregate liability of the Guarantor(s) under this guarantee shall not exceed Rs 3.61 cr plus interest thereon as provided in clause 4, and costs reasonably and properly incurred in enforcement (the decision of the Bank as to such default/ failure of the Borrower and the amount claimed therein, being final, conclusive and binding on the Guarantor(s).

3. The obligations hereunder are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought against the Guarantor(s) alone or jointly with the Borrower.

4. In the event of the Guarantor's failure to pay to the Bank the said dues forthwith on demand made by the Bank then in such event, the aforesaid amount shall bear and carry interest at the rate of 18% per annum or such other rate as the Bank may in its absolute discretion stipulate, from the date of demand till payment by the Guarantor(s).

5. The Guarantor(s) hereby indemnifies (excluding any losses, claims, or costs arising from the gross negligence, wilful default, or fraud of the Bank or its officers, employees, or agents.) the Bank and agrees to keep the Bank indemnified and save harmless at all times till the Facility is outstanding, due and payable by the Borrower, against all actions, proceedings, claims and demands, duties, penalties, taxes, losses, damages, cost (as between Advocate and Client) charges and expenses and other liability whatever which may be brought and made against or sustained or incurred by the Bank by reason of having granted/continued/agreed to grant the Facility to the Borrower.

6. The Bank shall be at liberty, and shall have full discretionary power without the Guarantor(s) further assent and knowledge and without in any way affecting the Guarantor(s) liability under this guarantee and the Guarantor(s) hereby waives the rights available to it as surety under the applicable provisions of the Indian Contract Act, 1872 or its statutory modification or re-enactment thereof.

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a) to renew/ change/ enlarge/ release the terms and conditions for grant of the Facility or any advance, credit entered into with/ granted to the Borrower, or

b) to hold over, renew, or give up in whole or in part, and from time to time, any bills, notes, mortgages, charges, liens or other securities received or to be received from Borrower either alone or jointly with any other person or persons;

c) to vary/exchange or release any securities held or to be held by the Bank for the Facility; or

d) to release or discharge the Borrower or any person liable with the Borrower as Guarantor(s) or otherwise, or

e) to do any act or omission the legal consequence of which is to discharge the Borrower or any person liable for or with the Borrower as aforesaid, or

f) to postpone for any time or from time to time the exercise of any power or powers conferred upon the Bank by law or otherwise and to exercise the same anytime and in any manner and either to enforce or forbear to enforce the covenants or agreements entered into by the Bank with the Borrower or any other remedies or securities available to the Bank, or

g) to enter into any composition or compound with or promise to grant/ extend time or any other indulgence or not to sue, either the Borrower or any other person liable as surety, or collaterally liable for the Borrower, as the Bank may deem fit,

h) And nothing done or omitted to be done by the Bank in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability under this guarantee of any of the Guarantor(s).

7. The Guarantor(s) shall also not be entitled to look into or consider any question or dispute which may arise between the Bank as the creditor and the Borrower as to repayment by the Borrower to the Bank of all amounts due under the Facility together with all interest, costs, charges and expenses in respect thereof or otherwise howsoever provided that nothing in this Clause shall prevent the Guarantor(s) from raising, in response to a demand under Clause 1, any manifest computational error in the amount claimed.

8. This Guarantee shall remain in full force and effect until the Borrower is fully discharged by the Bank of all the liabilities under the Facility and until the Borrower has got the discharge confirmed in writing from Bank.

9. Further, this guarantee shall be a continuing guarantee and be applicable to the ultimate balance that may become due to the Bank from the Borrower under the Facility notwithstanding that the loan account maintained by the Bank for the Borrower, may in the meantime or at anytime or times have been in credit or may have disclosed a reduced or nil balance.

10. The Bank shall be entitled to retain realise or otherwise dispose off in such manner as the Bank may think fit any securities, now or hereafter held by the Bank and without any liability to account to the Guarantor(s) or any appropriation of such securities or of the proceeds thereof until the said ultimate balance shall have been satisfied.

11. And Notwithstanding the Bank receiving payments from the Borrower/the Guarantor(s) or any person or persons as aforesaid liable to the Bank, or from any security held by the Bank of the whole or any part of the amount hereby guaranteed, if the Borrower shall become bankrupt or insolvent or being a corporation or any incorporated company shall pass a resolution for voluntary winding-up or shall be ordered to be wound-up by an order of the court, or shall enter into any arrangement scheme including rehabilitation scheme approved by Banks/ Financial institutions/ Board of Industrial and Financial Reconstruction etc., compromise with its creditor or creditors, the Bank shall be at liberty without discharging the Guarantor's liability to make or assent to any compromises, compositions or arrangements and to rank as creditors for the Bank's total claim hereunder and to receive dividends, composition or other payments thereupon to the entire exclusion and surrender of all the Guarantor's rights as surety/ sureties in competition with the Bank, notwithstanding the statutes of bankruptcy or any rule of law or equity to the contrary, unless all the Bank's dues as aforesaid have been satisfied in full.

12. The Guarantor(s) or any of them shall not be entitled in competition with the Bank to prove in the bankruptcy or insolvency of the Borrower or exercise any other right of surety discharging his liability in respect of the principal debt and shall not have any right to be subrogated to the Bank in respect of any proof unless and until the whole of the moneys owing to the Bank by the Borrower shall have been completely discharged and paid and to enable the Bank to sue the Borrower or prove against his estate for the whole of the moneys owing the Bank may place any sum received from the Guarantor(s) or any of them to a suspense account, without any obligation on its part to apply the same towards the discharge of the moneys them owing.

13. Further if the Guarantor(s) now have or shall hereafter take any security from the Borrower in respect of the Guarantor's liability under this guarantee, the Guarantor(s) will not prove in the bankruptcy or insolvency or winding-up of the Borrower in respect thereof to the Bank's prejudice and such security shall stand as a security for the Bank and shall forthwith be deposited with the Bank.

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14. Any indebtedness of the Borrower now or hereafter held by the Guarantor(s) is hereby subordinated to the indebtedness of the Borrower to Bank; and such indebtedness of Borrower to Guarantor(s) if Bank so request shall be collected, enforced and received by Guarantor(s) as trustee for Bank and be paid over to Bank on account of the indebtedness of Borrower to Bank but without reducing or affecting in any manner the liability of Guarantor(s) under the other provisions of this guarantee.
shall not apply to amounts owed by the Borrower to the Guarantor(s) in the ordinary course of bona fide commercial or trade dealings, unless and until the Borrower has committed a default under the Facility and the Bank has issued written notice invoking this Clause."

15. The Bank may proceed against and recover from any of the Guarantor's property including any credit balance or security held/ to be held in future, by the Bank on the Guarantor(s) account by sale and or otherwise and allocate and apply the net proceeds of sale and realisation thereof and any other monies in the Bank's hands standing to the Guarantor(s) credit or belonging to the Guarantor(s) on any account whatsoever independently of the other in such order and in such manner as the Bank may think fit in or towards the payment of any monies payable by the Borrower/ Guarantor(s) to the Bank hereunder.

16. The Guarantor(s) hereby undertake to do execute and perform on demand at the Guarantor's cost all such acts, deeds and things as the Bank may require for as further security or for due discharge of the Guarantor's liability hereunder and if so required by the Bank to deposit with the Bank cash or any security acceptable to the Bank to cover the total liability and obligations under this guarantee.

17. The Bank's decision shall be final and binding on the Guarantor(s) in respect of all matters concerning the aforesaid amounts and/ or these presents.

18. The Bank may enforce and recover upon this guarantee for full amount hereby guaranteed and interest thereon to satisfy its total claim against the Borrower, notwithstanding any composition as aforesaid and notwithstanding any other guarantee, security or remedy which the Bank may hold or be entitled to in respect of the sum hereby secured, and notwithstanding any charges for interest which may be debited in the Bank's account for the Borrower or in any other account for the Borrower.

19. This guarantee shall not be affected by any change in the constitution of the Borrower or the Guarantor(s) and shall not be determined or in any manner prejudiced by any absorption and amalgamation or re-constitution or alteration in the status or change in the Constitution of the Bank but shall ensure and be available for and by the absorbing or amalgamated or reconstituted or altered or changed authority or body.

20. This guarantee shall be in addition and not in substitution to any other guarantee for the Borrower signed by the Guarantor(s) that the Bank may at any time hold.

21. In order to give effect to this guarantee, the Bank shall be entitled to act as if the Guarantor(s) is the principal debtor to the Bank for all payments and covenants hereby guaranteed.It is applicable solely for the purposes of the manner and mechanics of enforcement and recovery hereunder, and this Clause shall not be construed to deprive the Guarantor(s) of any defence that would otherwise be available to a surety under Applicable Law, save as expressly and specifically waived elsewhere in this Guarantee."

22. The Guarantor(s) agrees that the Guarantor(s) shall not be entitled to claim the benefit of any legal consequences of any variation of any contract entered into by the Borrower with the Bank, the liability in respect of which is guaranteed by the Guarantor(s) aforesaid.

23. The Guarantor(s) agrees that as a pre-condition of the Facility given to the Borrower by the Bank, in case the Borrower commits default in repayment of the Facility or in the repayment of the interest thereon or any installments thereof on the due dates or in case of default by the Guarantor(s) in the performance of the obligations hereunder, the Bank and/ or Reserve Bank of India ("RBI") will have an unqualified right to disclose or publish the name of the Borrower and/ or Guarantor(s) and its/ their Directors/ Partners/ Proprietor as wilful defaulters in such manner and through such medium as the Bank or the RBI in their absolute discretion may think fit.

24. The Guarantor(s) understands that as a pre-condition, relating to grant of the Facility to the Borrower and furnishing of guarantee in relation thereto, the Bank, requires consent of the Guarantor(s) of the Facility, granted/to be granted by the Bank for the disclosure of information and data relating to the Guarantor(s), any credit facility availed of by the Guarantor(s), obligations as assumed by the Guarantor(s), in relation thereto and default, if any, committed in discharge thereof.

25. Accordingly, the Guarantor(s) hereby agrees and gives consent for the disclosure by the Bank of all or any such;

   a) Information and data relating to it;

   b) The information or data relating to it obligations in any credit facility granted/ to be granted by the Bank and guaranteed by it as a Guarantor(s); and

   c) Default, if any, committed by it, in discharge of its such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by RBI.

26. The Guarantor(s) declares that the information and data furnished by it to the Bank are true and correct.

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27. The Guarantor(s) undertakes that:

a) CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

b) CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

28. The absence or infirmity of borrowing powers on the part of the Borrower or any irregularity in the exercise thereof shall not affect the Guarantor's liability and any monies advanced to the Borrower shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be effected by any change in the name or constitution of the un-incorporated body or firm by death or retirement or otherwise howsoever.

29. This guarantee shall be enforceable against the Guarantor(s) notwithstanding that the securities created/to be created by the Borrower or by the Guarantor(s) or any other collateral securities the Bank might obtain/ have obtained from the Guarantor(s) or the Borrower or any negotiable or other securities referred to herein or to which it may extend or be applicable shall at the time of proceedings being taken against the Guarantor(s) on this guarantee be outstanding or unrealised.

30. In additional to all liens upon, and rights of set off against the monies, securities or other property of Guarantor(s) given to the Bank by law, the Bank shall have a lien upon and a right of set off against, all monies, securities and other property of Guarantor(s) now or hereafter in the possession of or on deposit with the Bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to Guarantor(s). No lien or right of set off shall be deemed to have been waived by any act or conduct on the part of Bank, or by any neglect to exercise such right of set off or to enforce such lien, or by any delay in so doing and every rights of set off and lien shall continue in full force and effect until such rights of set off or lien is specifically waived or released by an instrument in writing executed by the Bank.

31. The demand hereunder in writing shall be deemed to have been duly given to the Guarantor(s) by the Bank, by sending the same by post addressed to the Guarantor(s) at the Guarantor's Registered Office hereunder written and shall be effectual notwithstanding any change thereof and notwithstanding notice thereof to the Bank, and such demand shall be deemed to have been received by the Guarantor(s) 3 (three) Business Days after the posting thereof and shall be sufficient if signed by any officer of the Bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the Post Office. the Bank shall additionally send a copy of any demand by email to the address last notified in writing by the Guarantor(s), it being clarified that the postal deemed-receipt timeline under this Clause shall govern for computing the Guarantor's payment obligation.

32. This guarantee shall inure for the benefit of the Bank's successors and assigns, and shall be binding on the Guarantor(s), Guarantor's estate, effects and successors.

33. The Guarantor(s) have agreed to issue the guarantee favouring the Bank in support of the Facility sanctioned to the Borrower. In this regard, the Guarantor(s) confirm that the Guarantor(s) have not received nor will receive, any consideration in whatever form, directly or indirectly, from the Borrower for the issuance of the personal guarantee as security for the Facility.

34. Any sum of money which may not be recoverable from the Guarantor(s) on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Borrower shall nevertheless be recoverable from them as principal debtors.

35. It is hereby expressly agreed between the parties that even if by any act of legislation and/ or by any act of State and/ or God if Borrower's debts under the Facility to the Bank are suspended or cancelled the Guarantor(s) shall nevertheless be bound to pay to the Bank all the amounts demanded by the Bank from the Guarantor(s) hereunder.

36. The non-execution or defective execution of this guarantee by any of the Guarantor(s) will not absolve the other of the Guarantor(s) from fully liability hereunder.

37. **Governing Law, Jurisdiction and Arbitration :**

37.1 This Agreement shall be subject to, governed by, and construed in accordance with the laws of India.

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37.2 The Parties hereto expressly agree that all disputes arising out of and /or relating to this Agreement including any Transaction Documents shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Lending Office is situated more particularly mentioned in Annexure-1. Provided that to the extent allowed by Law, the Bank shall be entitled to take proceedings relating to a dispute in any Court/Tribunal of any other place which has jurisdiction. Provided further that if any dispute arising under this Agreement is below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The venue of arbitration shall be the city in which the Lending Office is situated or such other place as may be determined by the Bank. If a Party is required to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award.

Annexure-1

Date of execution of the Letter of Guarantee	
Place of execution of the Letter of Guarantee	MANGALORE
Location of HDFC Bank's Branch / Lending Office (Address).	MANGALORE
Place of Jurisdiction	

Annexure-2

LIST OF GUARANTORS

In case of Individuals :

Name of the Guarantor	Name of Relation	Address of Business/Residence

In case of Partnership firms:

(1) Name of the Partner	Name of Relation	Address of Business/Residence

Jointly carrying on the business in Partnership under the name and style of M/s and having a place of business at

(2) Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.____________________	S/o , W/o ,D/o ______________	
Mr./Ms.____________________	S/o , W/o ,D/o ______________	
Mr./Ms.____________________	S/o , W/o ,D/o ______________	

Jointly carrying on the business in Partnership under the name and style of M/s and having a place of business at

In case of companies :

Name of the Company (incorporated under the provisions of the Company Act 1956)	Having its registered office at :
MANIPAL TECHNOLIGIES LIMITED	UDAYAVANI BUILDINGPRESS CORNER,MANIPALKADEKAR - 576104UDUPI576104KARNATAKA

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Annexure-2 Contd.

In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence

(in case of insufficient space provided, addendums to the annexure may be provided)

Annexure-3
LIST OF BORROWERS

In case of Individuals/Proprietor :		
Name of the Borrower	Name of Relation	Address of Business/Residence

In case of Partnership firms:		
(1) Name of the Partner	Name of Relation	Address of Business/Residence

Jointly carrying on the business in Partnership under the name and style of
M/s
and having a place of business at

(2) Name of the Partner	Name of Relation	Address of Business/Residence
Mr./Ms.__________________	S/o , W/o ,D/o _____________	
Mr./Ms.__________________	S/o , W/o ,D/o _____________	
Mr./Ms.__________________	S/o , W/o ,D/o _____________	

Jointly carrying on the business in Partnership under the name and style of M/s_____________
____and having a place of business
at____

Annexure 3- Contd.

In case of companies:

Name of the Company (incorporated under the provisions of the Company Act 1956)	Having its registered office at :
AROMEE BRANDS PRIVATE LIMITED	SURVEY NUMBER 35,PLOT NO 7 G4BAIKAMPADY INDUSTRIAL AREA,MANGALURU ,DAKSHINA KANNADA-575011 ,KARNATAKA

In case of any other person :			
Name of the Guarantor	Constitution	Name of Relation	Address of Business/Residence

(in case of insufficient space provided, addendums to the annexure may be provided)

Annexure - 4

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Facilities sanctioned to the Borrower(s)	
Name of the Borrower	Facility Amount (Amount in Rs./Lacs)
AROMEE BRANDS PRIVATE LIMITED	36100000.00
Grand Total	36100000.00
Grand Total Amount in words : Rupees Three Crore Sixty One Lakh Only	

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“Payment by Mistake, Accident or Error

(a) The Guarantor hereby agrees and confirms that in the event the Bank transfers or remits any money to the Guarantor or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Guarantor, then the Guarantor shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Guarantor to the Bank, the Guarantor shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Guarantor and keep it free from any attachment.

(b) The Guarantor hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Guarantor. The Guarantor hereby further agrees and confirms that in case the Guarantor fails to return the money within the timelines as mentioned above, the Guarantor shall be liable to pay interest on such money to the Bank at the same rate as applicable to the said Credit Facilities granted in terms of the Loan Agreement.

(c) Without prejudice to the foregoing, the Guarantor hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Guarantor maintained with the Bank and recover such money, under intimation to the Guarantor, and/or (b) recover such money from the future disbursements (if any) by the Bank to the Guarantor.

(d) The Guarantor further agrees that such money which has been transferred or remitted by the Bank to Guarantor or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total said dues and all other guaranteed amounts payable by the Guarantor to the Bank in terms of this Guarantee, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above.”

Acceptance, Signing, Delivery, Execution of this Document/Agreement:

This document may be accepted by the Borrower physically or electronically, as under:

A) Physical acceptance (wet signature) by the Borrower:

In case the document is accepted physically by the Borrower, the physical signature clauses at the end of this document shall apply. However, in case the document is electronically accepted by the Borrower as mentioned in (B) below, then the physical signature of the Borrower shall not be required and the physical signature fields at the end of the document, though appearing there, shall be treated as non-applicable.

B) Electronic acceptance by the Borrower:

In case of electronic acceptance of this document by the Borrower, the following shall apply:

The Borrower hereby expressly acknowledges and confirms that it/its authorized signatory(ies) on its behalf, has/ve read, verified, understood this Document and the Borrower has irrevocably agreed to and accepted, signed and delivered this document including all the terms and conditions contained in this document/terms and conditions/agreement, the Schedules thereto (collectively, "Document"), by way of electronic signature (e-sign) or digital signature (of the Borrower in case of an individual, or of the authorized signatories of the Borrower in case of the non-individual) or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the Borrower shall be required for signing, acceptance and delivery by the Borrower.

The acceptance, signing and delivery by/for and on behalf of the Borrower is complete and absolute as above.

For the purpose of stamp duty, the Bank may optionally designate this document as the principal agreement or require any extract of any part of it (“Relevant Extract”) to be designated as the principal agreement and such determination of the Bank would be deemed to be final and binding on the Borrower. The Borrower acknowledges that any writing on the said stamp paper or stamped (including franked/e-stamped) Relevant Extract associating the stamp paper/stamped page (including franked) with this document would be as good as making the stamp paper/stamped page an integral part of this document.

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The Borrower also acknowledges that the execution of the agreement would be complete only once the same is accepted by the Bank. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the Borrower as above, the Bank shall be deemed to have accepted this document: (i) either, online by way of the Bank sending an email communicating such completion, from its relevant office/ branch to the Borrower and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialing at the hands of its officer the Relevant Extract of this document or (iii) by way of by way of electronic signature (e-sign) or digital signature by its officer.

Upon signing of this Document by the Borrower this document and any electronic copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document. The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract.

Physical acceptance fields (only if applicable i.e. in case the document is not accepted electronically):

“The Guarantor hereby expressly acknowledges and confirms that the Guarantor has read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in PG Page no ____to PG Page no ____and hereby records and agrees to abide by the same by affixing signature below.”

Note If signed through a POA Holder or Authorised Signatory please specify

(In case of an Individual)

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their authorized signatories at the place, on the day and year first hereinabove mentioned.

Name of the Guarantor

Signature

(In case of a Company)

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed at the place, on the day and year first hereinabove mentioned at MANGALORE

The Common Seal of MANIPAL TECHNOLIGIES LIMITED

Ltd. has been affixed hereunto)

pursuant to the Resolution of the Board of Directors dated __________)

in the presence of:)

)

seal

)

- 0

the Director/ s and / or the .... who have)

in token thereof, subscribed their signature hereto.)

Signature Not Verified

Digitally signed by MANIPAL TECHNOLIGIES LIMITED

Date: 2026.07.29 12:29:42 IST