

PRIVATE AND CONFIDENTIALDate: 16th December 2025

Ref. No.: MM/15122025/88136

M/s. SAI PARENTERAL'S LIMITED
PLOT NO 39, 5TH FLOOR
LAVANYA ARCADE JAYABHERI ENCLAVE,
GACHIBOWLI , SERI LINGAMPALLY
K.V.RANGAREDDY - 500032
TELANGANA

Kind Attn: Mr. ANIL KUMAR KARUSALA (Managing Director)

Dear Sir,

Re: Banking Facilities

We, Kotak Mahindra Bank Ltd., 5th Floor, Jewel Pavani Tower, Somajiguda, Raj bhavan Road, Hyderabad-500082, Telangana (herein after referred to as "the Bank") are pleased to inform M/s. SAI PARENTERAL'S LIMITED (herein after referred to as "the Borrower") that the facility/ies mentioned in the Annexures has/have been sanctioned to you. The facility/ies is/are subject to the terms and conditions contained in the respective Facility Agreement/s to be executed by you together with the Schedules contained thereunder and all other Transaction Documents (as defined in the aforesaid respective Facility Agreement/s and those that the Bank may from time to time stipulate and not limited to those mentioned in Annexures hereto).

Specific terms and conditions in addition to the terms and conditions of the Facility Agreement and the Security Agreement, applicable for the individual facility/ies are detailed in the Annexures to this letter.

This letter and the Annexures hereunder are intended for your guidance and information. Any legal relationship will be evidenced by documentation, which will be prepared following your acceptance of the offer. Please note that at such time the contents of this letter shall form an integral part and shall be read in conjunction with the Facility and Security documentation.

In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of the Borrower to the Bank's Wholesale Integrated Service Excellence department, at 5th Floor, Jewel Pavani Tower, Somajiguda, Raj bhavan Road, Hyderabad-500082, Telangana, India within 7 days from the date of this letter, after which this offer will lapse.

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Kotak Mahindra Bank Limited
5th Floor, Jewel Pavani Tower,
Somajiguda, Raj bhavan Road,
Hyderabad-500082,
Telangana

M/s. SAI PARENTERAL'S LIMITEDwww.kotak.com

Registered Office:
27BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra(E), Mumbai 400 051
India.

This is a Confidential document.

We assure you of our best services at all times.

Yours faithfully,

For Kotak Mahindra Bank Limited,

Name: Jasmeet Singh
Designation: Deputy Vice President
Mid-Market
Phone No:9740152735
Email Id: Jasmeet.Singh@Kotak.com

Name: Gudla Sai Ganesh
Designation: Associate Vice President
Wholesale Integrated Service Excellence
Phone No:7738064176
Email Id: gudla.saiganesh@kotak.com

I/We hereby acknowledge receipt of your sanction letter no. Ref.No. **MM/15122025/88136** and Annexures dated **16th December 2025** of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

For and on behalf of **M/s. SAI PARENTERAL'S LIMITED,**

Authorized Signatory

Place: Hyderabad

Date: When the last of the parties have put their signatures to this Agreement/Instrument.

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ANNEXURE - I
TERMS OF SANCTION
(Rs. In Cr)

S.n o.	Facilities	Margin	Earlier Risk limits	Revised Risk limits	Status	Max Tenor/ Usance	R/ NR	S/ US	Validity
1	Term Loan Limit		0.00	36.00					
1.1	Short Term Loan - 1 (equivalent to AUD \$ of 30,00,000)	32.31% (funding towards Tranche-3 purchase consideration)	0.00	18.00	New	179 days or within 10 days of receipt of IPO Proceeds whichever is earlier	NR	S	20-11-2026
1.2	Term Loan - 2 (equivalent to AUD \$ of 30,00,000)		0.00	18.00	New	7 years including 12 months Moratorium, quarterly repayment	NR	S	20-11-2026
2	Working Capital limit		0.00	2.00					
2.1	WCDL	25%	0.00	2.00	New	90 days	R	S	20-11-2026
2.2	Cash Credit	25%	0.00	2.00	New	12 months	R	S	20-11-2026
	Total Funded		0.00	38.00					
	Total Non-Funded		0.00	0.00					
	Total Risk limits		0.00	38.00					

R/ NR = Revolving or Non-Revolving
S / US = Secured or Unsecured

FACILITY-WISE TERMS & CONDITIONS:

Facility 2.1	
Facility	Working Capital Demand Loan (WCDL)
Limit	Rs.2,00,00,000/- (Rupees Two crores only)
Purpose	Working Capital
Tenor	Maximum 90 days
Rate Of Interest	As specified under Other Terms and Conditions.
Disbursement Conditions	No automatic roll-over of revolving WCDL shall be allowed. Same would be at the sole discretion of the Bank basis the prevailing internal guidelines and RBI regulations.
Security	Please refer Other Terms and Conditions.
Drawing Power (DP)	The limit shall be allowed within available Drawing Power (DP) computed as detailed in Other Terms and Conditions.

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Pre-Disbursement conditions	<ul style="list-style-type: none"> WC limits of Rs.2 Cr to be released only post closure of STL-1 and security perfection of KMBL.
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Facility 2.2	
Facility	Cash Credit (CC)
Limit	Rs.2,00,00,000/- (Rupees Two crores only)
Purpose	Working Capital
Tenor	Repayable on demand
Rate of Interest	As specified under Other Terms and Conditions.
Security	Please refer Other Terms and Conditions.
Drawing Power (DP)	The limit shall be allowed within available Drawing Power (DP) computed as detailed in Other Terms and Conditions.
Pre-Disbursement conditions	<ul style="list-style-type: none"> WC limits of Rs.2 Cr to be released only post closure of STL-1 and security perfection of KMBL.

Facility 1.1	
Facility	Short Term Loan -1 (STL)
Limit	Rs.18,00,00,000/- (Rupees Eighteen crores only) or (equivalent to AUD of 30,00,000), Whichever is lower
Purpose	Towards acquisition of Foreign entity (Noumed Pharmaceuticals Pty Limited (Australia))
Tenor	Maximum 179 days
Availability end date	The facility shall be valid for draw down up to 31.03.2026.
Margin	32.31% (funding towards Tranche-3 purchase consideration for STL-1 & TL-2)
Rate Of Interest	As specified under Other Terms and Conditions.
Disbursement Condition	<ul style="list-style-type: none"> No automatic roll-over of the facility shall be allowed. Same would be at the sole discretion of the Bank basis the prevailing internal guidelines and RBI regulations. The Borrower to submit Debit Authority letter at the time of disbursement. <p>The Borrower shall submit a CA authenticated statement showing the following:</p> <ul style="list-style-type: none"> Payment already made towards acquisition Source of payment already made to each vendor (the money should have come either by way of equity contribution or internal accruals) Balance payment to be made towards acquisition Disbursement of the term loan based on the CA certificate. <p>STL-1 disbursement will happen into HSBC A/c of Sai Parenterals Ltd (India) and from there they will transfer to Sai Parenterals PTE Ltd (Singapore) through ODI transaction and finally from Sai Parenterals PTE Ltd (Singapore) to Noumed Pharmaceuticals Pty Limited (Australia).</p>

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	<p>Specific intimation to be made to HSBC stating that the Funds released by KMBL should be used for Noumed (Australia) acquisition through Sai Parenteral Singapore.</p> <ul style="list-style-type: none"> Post Disbursement, CA certificate to be obtained on end use of funds within 45 days.
Pre-Disbursement Conditions	<ul style="list-style-type: none"> Undertaking from customer stating that funds released for STL-1 & TL-2 is used for equity purchase of Noumed (Australian entity) Acquisition through Sai Parenterals (Singapore). During the transaction from Sai Parenterals (India) to their Subsidiary: Sai Parenterals (Singapore) and Sai Parenterals (Singapore) to Noumed Life sciences Ltd (UK), company needs to mark an copy of email to Kotak bank.
Repayment Method	<ul style="list-style-type: none"> Bullet repayment at the end of the tenor or within 10 days of receipt of IPO Proceeds whichever is earlier. Installments shall exclude amount of monthly interest. Installment shall be recovered by ways of debit to current account of the Borrower with the Bank
Security	Please refer Other Terms and Conditions.

Facility 1.2	
Facility	Term Loan (TL)
Limit	Rs.18,00,00,000/- (Rupees Eighteen crores only) or (equivalent to AUD of 30,00,000), Whichever is lower
Availability end date	The facility shall be valid for draw down up to 31.03.2026.
Purpose	Towards acquisition of Foreign entity (Noumed Pharmaceuticals Pty Limited (Australia))
Tenor	Tenor is 7 years including 12months Moratorium. Door to door tenor not to exceed 7 years.
Rate Of Interest	As specified under Other Terms and Conditions.
Margin	32.31% (funding towards Tranche-3 purchase consideration for STL-1 & TL-2)
Disbursement Method	<p>The Borrower shall submit a CA authenticated statement showing the following:</p> <ul style="list-style-type: none"> Payment already made towards acquisition Source of payment already made to each vendor (the money should have come either by way of equity contribution or internal accruals) Balance payment to be made towards acquisition Disbursement of the term loan based on the CA certificate. At any point of disbursement, it shall be ensured that the Borrower has contributed its margin share of 32.31% The Borrower to submit Debit Authority Letter at the time of disbursement. TL-2 disbursement will happen into HSBC A/c of Sai Parenterals Ltd (India) and from there they will transfer to Sai Parenterals PTE Ltd (Singapore) through ODI transaction and finally from Sai Parenterals PTE Ltd (Singapore) to Noumed Life sciences LTD (UK). Specific intimation to be made to HSBC stating that the Funds released by KMBL should be used for Noumed (Australia) acquisition through Sai Parenteral Singapore.

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	<ul style="list-style-type: none"> Post Disbursement, CA certificate to be obtained on end use of funds within 45 days.
Pre-Disbursement Conditions	<ul style="list-style-type: none"> Undertaking from customer stating that funds released for STL-1 & TL-2 is used for equity purchase of Noumed (Australian entity) Acquisition through Sai Parenterals (Singapore). During the transaction from Sai Parenterals (India) to their Subsidiary: Sai Parenterals (Singapore) and Sai Parenterals (Singapore) to Noumed Life sciences Ltd (UK), company needs to mark an copy of email to Kotak bank.
Repayment Method	<ul style="list-style-type: none"> Loan shall be repaid by way of 24 equal Quarterly Instalments starting from Quarter following the month of first disbursement of Term Loan post completion of 12months Moratorium. Moratorium period of 12 months from the date first disbursement Term Loan. End to end tenor of the facility in case of disbursement in multiple traches to remain within overall sanctioned tenor and original moratorium period. Instalments exclude monthly interest. Instalments shall be recovered by ways of debit to current account of the Borrower with the Bank.
Security	Please refer Other Terms and Conditions.
Covenants/ Conditions	<ul style="list-style-type: none"> The Bank reserves the right to verify the status report on the vendors or obtain copies of reports as available with existing working capital bankers or the Borrower. Cost overruns (beyond what is provided under disbursement conditions) shall be borne by the Borrower.

Other Terms and Conditions							
Validity of Sanction	<ul style="list-style-type: none"> The facility/ies so sanctioned by the Bank to the Borrower shall at all times be available at the sole discretion of the Bank. The facilities are valid upto the dates mentioned in the facilities table and shall be due for review/ renewal at the end of the validity period, subject to review at periodical intervals wherein the facility/ies maybe continued / cancelled / reduced depending upon the conduct and utilisation of the facility/ies. The Borrower shall submit data for renewal/review (as required by the Bank) by 20-10-2026. Pending renewal/review, if renewal is undertaken by the Bank at its discretion for a short tenure to the validity of facilities, the existing terms will apply and such extension shall not alter/vary/change the prevailing terms & conditions. 						
Rate of Interest / Discount	<p>(The following table is to be filled up for sanctioned fund-based facilities in accordance with approved sanction terms. Below given ROI specifications are indicative).</p> <table border="1"> <thead> <tr> <th>Credit facility</th> <th>Rate of interest / discount</th> <th>Applicable REPO Period</th> </tr> </thead> <tbody> <tr> <td colspan="3">Rupee denominated:</td> </tr> </tbody> </table>	Credit facility	Rate of interest / discount	Applicable REPO Period	Rupee denominated:		
Credit facility	Rate of interest / discount	Applicable REPO Period					
Rupee denominated:							

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	Cash Credit	3M REPO Rate MCLR 5.25%+ Applicable Spread = 8.65% P.A OR As mutually agreed at the time of facility release / disbursement	3M
	WCDL / STL	As mutually agreed at the time of facility release / disbursement	ON/1M/3M/6M/1Y
	Short Term Loan - 1 (equivalent to AUD \$ of 30,00,000)	3M REPO Rate MCLR 5.25%+ Applicable Spread = 8.65% P.A OR As mutually agreed at the time of facility release / disbursement	3M
	Term Loan - 2 (equivalent to AUD \$ of 30,00,000)	3M REPO Rate MCLR 5.25%+ Applicable Spread = 8.65% P.A OR As mutually agreed at the time of facility release / disbursement	3M
ON=Overnight; M=Month; Y-Year			
<p>Interest is chargeable on monthly basis. On Bills/Invoice/Cheque discounting/Factoring, etc., facilities, the discount for the tenor is payable upfront by deduction from finance proceeds and balance is disbursed to Borrower.</p> <p>The rate of Interest specified for the Term Loan (TL) facility is valid for a period of 15 days only from the date of this Sanction Letter, post which the Bank reserves the right to vary/change the rate of interest for the said facility if such facility remains undisbursed. (Applicable only where term loan's is/are sanctioned; Mandatory for SME segment only, and Variable for other segments).</p> <p>The rate of Interest specified for the Cash Credit/Overdraft facility is valid for a period of 15 days only from the date of this Sanction Letter, post which the Bank reserves the right to review/vary/change the rate of interest for the said facility. This is in case the facility was unavailable for utilization to the Borrower after 15 days, for any reason whatsoever including delay/failure to execute loan or security documents or failure to comply with any conditions as stipulated in the sanction letter or facility agreement. (Applicable only where CC/OD facility/ies is/are sanctioned; Mandatory for SME segment only, and Variable for other segments).</p>			
MCLR Reset Date	First Reset Date: Interest rate on all the loans will be reset on the 16th day of the relevant calendar month/s bucket with respect to the Applicable MCLR of the Bank, excluding the month of disbursement.		

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	<p>Subsequent Reset Date /s: will be the date which is immediately succeeding to the date on which relevant calendar month/s bucket with respect to the Applicable MCLR are completed from the earlier Reset Date.</p> <p>Applicable MCLR prevailing on the Reset Date + Spread shall be the Rate of Interest for that Facility until next Reset Date.</p> <p>To illustrate: For a disbursement made on June 12, 2025 (in case of K-MCLR 6M) first reset date will be December 16th, 2025 and the subsequent Reset date will be on June 16th, 2026. (in the similar way the Reset Dates for K- MCLR (O/N,1M, 3M,1Y,2Y,3Y) shall be calculated / interpreted)</p>									
External benchmark linked pricing	External Benchmark rate	RBI Policy Repo Rate								
	External benchmark reset frequency	<table border="1" data-bbox="715 703 1444 864"> <thead> <tr> <th>Facility</th> <th>Re-set frequency</th> </tr> </thead> <tbody> <tr> <td>Cash Credit</td> <td>3M</td> </tr> <tr> <td>Short Term Loan - 1</td> <td>3M</td> </tr> <tr> <td>(equivalent to AUD \$ of 30,00,000)</td> <td>3M</td> </tr> </tbody> </table> <p>(Note: specify as applicable read with ALCO Guidelines, which vary depending on exposure on Borrower and types & tenors of facilities - Overnight (ON) OR 14 day OR 1 Month OR 3 Months)</p>	Facility	Re-set frequency	Cash Credit	3M	Short Term Loan - 1	3M	(equivalent to AUD \$ of 30,00,000)	3M
	Facility	Re-set frequency								
	Cash Credit	3M								
Short Term Loan - 1	3M									
(equivalent to AUD \$ of 30,00,000)	3M									
Rate of Interest (ROI)	External Bench Mark + Applicable spread. Applicable REPO rate prevailing on the first disbursement under each Loan/Facility plus spread shall be the Rate of Interest for that Facility until next Reset Date.									
ROI reset Date	<p>(Specify as applicable depending on reset period/s approved for the facilities)</p> <p>In case of ON Repo, the reset shall be undertaken on a daily basis. OR</p> <p>In case of Repo 14 days, the reset shall be effective on every 15th day. Eg: If loan is disbursed on 3rd Oct 2025, first reset will be on 17th Oct, 2025. OR</p> <p>In case of monthly reset, the reset shall be effective from 16th day of the next calendar month. Eg: If new loan with monthly reset is disbursed on 20th Oct 2025, the first reset will be effective from 16th Nov 2025, next reset will be from 16th Dec 2025 and so on.</p> <p style="text-align: center;">OR</p> <p>In case of 3 month reset:</p>									

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		<p>First Reset Date: The External Benchmark rate of the loans/facility will be first reset on the 16th day of the second calendar month, excluding the month of disbursement.</p> <p>Illustratively the external benchmark rate of a Loan/facility availed between, 1st to 31st October, shall be reset on the 16th of December. So also the external benchmark rate of Loan/facility availed between 1st to 30th November, shall be reset on the 16th of January and so on and so forth.</p> <p>Subsequent Reset Date /s: The external benchmark rate will subsequently be reset on the 16th day of 3rd month, which is immediately succeeding, the previous reset dates.</p> <p>Illustratively, the external Benchmark rate of the loan which was reset on 16th December, shall be reset again on 16th March and thereafter on June 16th and so on (ill the loan is live). So also the external Benchmark rate of the loan which was reset on 16th January will be reset on 16th April and thereafter on July 16th and so on (till the loan is live).</p>
	Covenants	The Bank has a right to revise the “spread” over external benchmark after three years from date of loan/facility disbursal and thereafter after completion of every 3 years in case of long tenor loans. The credit risk premium shall not be increased, except on account of deterioration in the credit risk profile of borrower.
ROI / Commission covenants	<p>The Bank shall be entitled to vary / change the rate of interest (including any change as may be directed by Reserve Bank of India and / or any other regulatory / statutory body) from time to time or method of computation of such rate of interest, as per the Bank’s Policies/Internal Guidelines, and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time. Such further letter(s) issued by the Bank modifying the facility/ies shall be considered to be a part of this Sanction Letter and any reference to the Sanction Letter shall be deemed to be a reference to such further letter(s) also.</p> <p>Interest rates that are / may be communicated by the Bank to the Borrower from time to time, are also based on the credit rating of the Borrower assessed by the external credit rating companies formed under the Credit Information Companies (Regulation) Act and also on the credit rating assessed by the Bank.</p> <p>Notwithstanding the rates of interest on funded facilities / Commission on non-funded facilities specified in these sanction terms, in the event of any downgrading / downward revision in the credit rating / risk profile of the Borrower, or increase in regulatory</p>	

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	<p>provisioning norms/risk weightage, the Bank shall be entitled to vary / reset the interest rate / commission rate upwards by increasing credit risk premium included in the interest rate / commission rate and send a communication to the Borrower to that effect. Borrower agrees to pay interest / commission at such rate. In case of non-funded facilities, such higher commission rate will be payable on outstanding LC/BG/SBLC transactions also.</p> <p>Penal charges shall be additionally applicable for default/overdue or for any breach / non-compliance of material terms & conditions, as per the Bank's policies & Standard Schedule of Penal Charges.</p> <p>The interest rate as specified herein shall prevail over that specified in the Master Facility Agreement/ Loan Agreement, etc. and shall be read and understood accordingly, wherever appearing.</p> <p>Change of interest rate from fixed to floating or vice-versa may be allowed only at the discretion of the Bank, subject to payment of stipulated charges.</p>
Inspection / Audit	<ul style="list-style-type: none"> • The Bank reserves the right to undertake inspection of the books & records, stock, book debts, plants, offices, any studios & sets, mortgaged properties, any other securities by appointing an external agency or by its own personnel at a 24 hour notice. • Stock & Book debts audit may be undertaken annual frequency. • Delay / non-cooperation by Borrower in stock audit being undertaken is liable to suitable action by the Bank as it may deems fits including dropping the Drawing Power (DP) during the period of delay, levy of penal charges, adjusting the DP basis adverse remarks in the audit etc. • The Bank may at its discretion accept stock & receivables audit report of any other working capital Banker. • Cost of audit and inspection shall be borne by the Borrower.
Insurance	<ul style="list-style-type: none"> • All insurable assets of the Borrower and/ or third party charged/ to be charged to the Bank shall be kept fully insured at all times against all risks exposed to (comprehensive risks policy / burglary insurance / fire insurance / marine insurance/any other specific policy as applicable). In the event of non-compliance or under-insurance, the Bank reserves the right to take up insurance policy in its own name by debit to the Borrower's account/s with the Bank. • Copy of insurance policy/ cover note with endorsement in favour of the Bank as one of the loss payees (when securities are charged to more than one bank) to be lodged with the Bank within 30 days from credit disbursement / policy renewal. • Insurance cost to be borne by the Borrower.
Stock and book debts statement	The Borrower shall submit monthly statement of stock & book debts in the prescribed format on or before 15th of the succeeding month. The statement shall include the following details:

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(Specify applicable facilities: CC, WCDL)	<ul style="list-style-type: none"> Value of stock as at the end of the month with break up of raw material, work in progress, finished goods, stock in transit, slow moving or obsolete stocks and LC stock/ unpaid stock, stocks in custody of outsiders on job work, etc. Value of book debts as at the end of the month indicating ageing of receivables (outstanding upto 90 days, 91 to 120 days, 121 to 180 days, over 180 days), indicating names & amounts of receivables from group/related entities included in the statement, book debts assigned or discounted, outstanding creditors as at the end of the month with break-up of group company creditors and LC creditors. The value of debtors assigned or financed by invoice / bills discounted with Bank or other Banks/NBFCs from value of total stock and debtors. Facility/ies wise limit and outstanding at the end of the month with other working capital bankers Previous month's sales and purchases with total quantity and amount. 																	
Drawing Power (DP) Computation (Applicable for Facility/ies CC, WCDL)	<p>A) Margin on Stock & Book Debts 25% on stock and 25% on book debts</p> <p>B) DP Computation 1) DP for CC / WCDL, in case of Multiple banking arrangement</p> <table border="1" data-bbox="363 913 1490 1489"> <tr> <td>Stock (excluding obsolete and slow moving stock)</td> <td rowspan="2">A</td> </tr> <tr> <td>Less: Goods received under unpaid usance LCs/ Buyers Credit / BG / SBLC, Stocks purchased under Purchase Bill Discounting, Guarantees executed by the Bank or other banks in lieu of advance payment for purchase of raw materials or other inventories, other creditors for trade net of advances paid to vendors</td> </tr> <tr> <td>Total value of Book Debts</td> <td rowspan="3">B</td> </tr> <tr> <td>Less: book debts of group/related entities, book debts > 180 days, book debt assigned/discounted / financed (invoice or bills)</td> </tr> <tr> <td>Less: Advances received from customers, Advance received against firm export orders</td> </tr> <tr> <td>Total Eligible Current Assets (C)</td> <td>A+B</td> </tr> <tr> <td>Less: Stipulated Margin</td> <td>D</td> </tr> <tr> <td>Drawing Power (E)</td> <td>C - D</td> </tr> <tr> <td>Less : (a)Outstanding under EPC/ PCFC on confirmed order basis (b)Outstanding with other banks</td> <td>F</td> </tr> <tr> <td>Net Drawing Power (G)</td> <td>E - F</td> </tr> </table> <p>Raw materials, consumables, work-in-progress, finished goods / trade goods shall be valued at per relevant accounting standards.</p>	Stock (excluding obsolete and slow moving stock)	A	Less: Goods received under unpaid usance LCs/ Buyers Credit / BG / SBLC, Stocks purchased under Purchase Bill Discounting, Guarantees executed by the Bank or other banks in lieu of advance payment for purchase of raw materials or other inventories, other creditors for trade net of advances paid to vendors	Total value of Book Debts	B	Less: book debts of group/related entities, book debts > 180 days, book debt assigned/discounted / financed (invoice or bills)	Less: Advances received from customers, Advance received against firm export orders	Total Eligible Current Assets (C)	A+B	Less: Stipulated Margin	D	Drawing Power (E)	C - D	Less : (a)Outstanding under EPC/ PCFC on confirmed order basis (b)Outstanding with other banks	F	Net Drawing Power (G)	E - F
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Net Drawing Power (G)	E - F																	
Securities contractual /	For Hypothecation: (TL & WC)																	

<p>Comforts</p>	<ul style="list-style-type: none"> 1st PPC on all Current asset & Moveable Fixed assets (excluding assets funded by other lenders) of the company both present and future along with New lenders. <p>For Mortgage: (TL & WC): 1st PPC on below 4 Factory units:</p> <table border="1"> <tr> <td data-bbox="368 392 1492 488"> Industrial Pharma Unit On Shed / Unit No. D-4 in Sy.No.280 Situated at Phase V, IP., Jeedimetla Village Admeasuring With Total Land of 1281.03 sq yards Having Accommodated With Shed, Office Room, Storage Shed Etc. </td> </tr> <tr> <td data-bbox="368 488 1492 584"> Industrial Pharma Unit On Shed/Unit No. D-1 in Sy.No.280 Situated at Phase V, IP., Jeedimetla Village Admeasuring With Total Land of 1243.80 sq yards Having Accommodated with Shed, RCC Building, GF RCC Building & FF RCC Building </td> </tr> <tr> <td data-bbox="368 584 1492 703"> Industrial Pharma Unit on Plot No.51 in Sy.No.860 Situated at TGIIC -IDA, Industrial Park, Bhongiri Village Admeasuring With Total Land of 1356 Sq.Mts or 1621.77 Sq.Yds. Having accommodated With Cellar / Stilt +Ground Floor + Mezzanine Floor + 2 Upper Floors and Terrace Floor ACC Sheet Roof </td> </tr> <tr> <td data-bbox="368 703 1492 831"> Industrial Pharma Unit in Plot No.45 A & B in Sy.No.81, 82 & 84 Situated at Bollaram Village admeasuring With Total Land of Ac.1-4.8 Gts or 5420 Sq.Yds. (4878 sq yards considered by valuer) having accommodated with office Block, Production Block, Transformer Yard, Utilities Block, Air Compressor and Parking, Etc., </td> </tr> </table> <ul style="list-style-type: none"> Title search report of the property to be found satisfactory to the Bank. Immovable properties charged to the Bank are subject to valuation by panel valuer of the Bank, at least once in two years or at shorter periodicity as per the decision of the Bank, at the cost of the Borrower. The Bank may accept the value of the mortgaged property at lower of valuation given by panel valuer or valuation approved by internal technical team. <p>For Personal Guarantee / Corporate Guarantee: (TL & WC)</p> <ul style="list-style-type: none"> Personal Guarantee/s of Anil Kumar Karusala, Vijitha Gorrepati and Aruna Karusala. Latest acknowledged copies of latest IT Return/s and CA certified Net worth Statement/s (mentioning complete addresses of immovable properties) to be submitted. <p>Timelines for completion of Security:</p> <table border="1"> <thead> <tr> <th data-bbox="384 1335 842 1397">Type of Security / comfort</th> <th data-bbox="842 1335 1326 1397">Time line for Completion/Perfection of the security.</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 1397 842 1460">Hypothecation documentation, PG, Debit mandate, UDC</td> <td data-bbox="842 1397 1326 1460">Upfront</td> </tr> <tr> <td data-bbox="384 1460 842 1554">NOC /PP Letter Mortgage perfection (WC limits will be released post Security perfection)</td> <td data-bbox="842 1460 1326 1554">within 90 days from 1st disbursement.</td> </tr> </tbody> </table>	Industrial Pharma Unit On Shed / Unit No. D-4 in Sy.No.280 Situated at Phase V, IP., Jeedimetla Village Admeasuring With Total Land of 1281.03 sq yards Having Accommodated With Shed, Office Room, Storage Shed Etc.	Industrial Pharma Unit On Shed/Unit No. D-1 in Sy.No.280 Situated at Phase V, IP., Jeedimetla Village Admeasuring With Total Land of 1243.80 sq yards Having Accommodated with Shed, RCC Building, GF RCC Building & FF RCC Building	Industrial Pharma Unit on Plot No.51 in Sy.No.860 Situated at TGIIC -IDA, Industrial Park, Bhongiri Village Admeasuring With Total Land of 1356 Sq.Mts or 1621.77 Sq.Yds. Having accommodated With Cellar / Stilt +Ground Floor + Mezzanine Floor + 2 Upper Floors and Terrace Floor ACC Sheet Roof	Industrial Pharma Unit in Plot No.45 A & B in Sy.No.81, 82 & 84 Situated at Bollaram Village admeasuring With Total Land of Ac.1-4.8 Gts or 5420 Sq.Yds. (4878 sq yards considered by valuer) having accommodated with office Block, Production Block, Transformer Yard, Utilities Block, Air Compressor and Parking, Etc.,	Type of Security / comfort	Time line for Completion/Perfection of the security.	Hypothecation documentation, PG, Debit mandate, UDC	Upfront	NOC /PP Letter Mortgage perfection (WC limits will be released post Security perfection)	within 90 days from 1 st disbursement.
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NOC /PP Letter Mortgage perfection (WC limits will be released post Security perfection)	within 90 days from 1 st disbursement.										
<p>Other Security related conditions</p>	<ul style="list-style-type: none"> The Borrower shall obtain all such permissions and approvals as may be required under any law for the time being in force or pursuant to any provisions of any agreement and/or documents for the purpose of creation of security as mentioned hereinabove. 										

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 India.

	<ul style="list-style-type: none">• RoC / CERSAI search for existing charges shall be conducted prior to security creation / disbursement. Search Report to be found satisfactory and acceptable to the Bank.• Relevant charges shall be registered with CERSAI / ROC or any other authorities within regulatory time limit, including mortgage registration with sub-registrar where applicable.• Charges shall be registered with ROC vide Form CHG1 within 30 days from the execution of the charge document. In case of failure to create/modify charge within 30 days, the Bank reserves the right to unilaterally register the charges with ROC and any additional cost shall be borne by the Borrower. NOCs/ Pari passu letters from existing charge holders shall be submitted within 90 days of 1st disbursement.• Mortgages shall be subject to legal audit through legal counsel of the Bank once in 3 years, at the cost of Borrower.
Covenants/ Conditions	<ul style="list-style-type: none">• The working capital facility/ies granted by the Bank and other banks (if any), both secured and unsecured, shall be within the overall working capital requirements of Rs.67crores assessed by the Bank.• The Borrower agrees, declares and confirms that the facilities so sanctioned by the Bank shall be utilized solely for the purpose for which the facilities are sanctioned and shall not be deployed either directly or indirectly by the Borrower for any investment in any Stock Exchange and/ or in the capital market or for investments in subsidiaries, acquisition of real estate.• The Borrower to get the Bank's facility rated from an approved Credit Rating Agency and shall get the same reviewed periodically in a timely manner. A copy of the rating letter issued by the Credit Rating Agency to the Borrower to be submitted to the Bank along with a covering letter indicating that the rating is accepted by the Borrower. The rating letter to be submitted within 90 days from acceptance of the Bank's sanction letter. Bank reserves the right to charge penal charges as per Bank's standard schedule of penal charges for delay or default in obtaining external rating. Failure/delay in obtaining credit rating may also be treated as an Even of Default.• The Credit facilities of the Borrower shall be subject to review in the event of down grade of internal/external rating of the Borrower.• Borrower shall provide Unhedged Foreign Currency Exposure (UFCE) declaration on a quarterly basis from the authorised signatory of the Borrower and a certificate from the statutory auditors of the Borrower on a yearly basis, in line with RBI Guidelines. Bank reserves the right to levy penal charges for delay/non-submission of UFCE declaration/certification at rates specified in Standard Schedule of Penal Charges. Borrower agrees that any intimation given by the Bank with respect to the amounts payable towards penalty shall be final and conclusive without production of any proof. Nothing in this clause will prevent the Bank from exercising the rights and remedies available to it under the facility agreements.

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	<ul style="list-style-type: none"> • The Borrower to periodically submit diligence certificate & compliance certificate as per format specified in Annexure III of RBI circular DBOD.No.BP.BC.94/ 08.12.001/ 2008-09 dated 10th February 2009 on exchange of information, or as amended from time to time. • The Borrower to submit a certificate (signed by authorised signatory(ies)) certifying that the borrowed funds have been used for the purpose for which these were availed, at-least once every year in line with RBI Guidelines. The Bank reserves the right to seek a specific certification from the Borrowers' auditors regarding end use of funds disbursed to the Borrower. The Bank would award a separate mandate to the auditors for the purpose. • The Borrower hereby undertakes that the Borrower's projects / plants / operating unit and activities shall be compliant with Social, Environmental, Health & Safety Regulations. In this regard, the Bank reserves the right to undertake safety/environmental/social, etc. audit at the cost of Borrower. • In case of any fraud / suspected fraud on the part of the Borrower, the Bank shall have right to undertake forensic audit of the Borrower's books at the cost of Borrower. • The Borrower to obtain prior permission from the Bank before raising any further loans/ availing any facility/ies against the assets offered as security for facility/ies of the Bank. • The Borrower shall not open any new current account with any other Bank, without prior approval from the Bank. • The Borrower to route their banking business including deposits, foreign exchange business and bill business through the Bank pro-rata to the Bank's exposure in the aggregate credit facility/ies from the banking system. • The Borrower to open & maintain salary accounts of their employees with KMBL at least in proportion to share of lending. • The Borrower to route tax payments through KMBL in proportion to the share of lending. • In due discharge of the liabilities undertaken in terms of the entire facility/ies the Borrower shall provide to the Bank an undated cheque super- scribed in the format "Not exceeding Rs. 2,00,00,000 /-" • Debit authority to be provided from borrower for TL's repayment amount prior to disbursement. • The Bank shall have the first right of refusal for entry into the Working Capital Banking Arrangement of the Borrower for its incremental working capital needs arising out of the expansion / modernization/ diversification program. • Reduction/ change in promoter shareholding/ change in promoter directorship resulting in change in management control shall be undertaken with prior permission of the Bank. Pledge of shares by promoters which may potentially change management control (if pledge is enforced) shall be undertaken with prior approval of the Bank. For the above purpose, transfer of shares includes formation of a Trust which becomes the beneficiary of promoters' shareholding.
Loan system for delivery	If and when the total funded working capital limits availed by borrower with banking system amount to Rs.150 crores or more, RBI stipulations on loan system of bank credit will become

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of bank credit	applicable and borrower shall be compliant with regulatory stipulations. For this purpose, the Bank reserves the right to bifurcate the sanctioned limits of any facility/ies including Cash Credit / Overdraft facility, to create / enhance the loan component of limits, to comply with the regulatory requirements stipulated by RBI. Borrower hereby authorizes, confirms and consents that the Bank may if required, debit one facility account and credit another facility account/s to meet such statutory / regulatory requirements.
CC/OD operational restrictions	In case the share of exposure of the Bank to the Borrower is less than 10% of the total exposure of the banking system to the Borrower, or becomes less than 10% in future, the RBI stipulated operational restrictions will be applicable as per circular dated 6 th August 2020 or as modified from time to time.
Other Covenants	<ul style="list-style-type: none"> The Borrower shall not advance or give any loans to or guarantees / letters of comfort on behalf of any other borrower or group companies and promoters, or endorse or in any manner become directly or contingently liable for or in connection with obligations of any person
General terms and conditions	<p>a) Stamp duty in respect of the documents executed shall be payable by the Borrower alone. All taxes/ charges / fees / expenses, documents execution related charges and expenses, ROC/CERSAI charge registration charges, legal audit cost, encumbrance certificate cost, and any other amounts payable under the facility/ies by the Borrower to the Bank either under the Facility or Security Documents shall also be borne and paid by the Borrower and the Bank shall be entitled to debit the account of the Borrower for such amounts.</p> <p>b) The Facilities granted by the Bank are unilaterally cancellable by the Bank. The unutilized portion may be cancelled by the Bank without prior intimation to the Borrower. The outstanding balance (utilized portion) may be recalled with reasonable notice as decided by the Bank.</p> <p>c) If the Borrower is in default with the Bank or any other lender/s, the Borrower may be subjected to formulation & implementation of Resolution Plan (RP) by the Bank, singly or jointly with other lenders, as stipulated by RBI's Prudential Framework for Resolution of Stressed Assets notified or any other scheme of RBI, as may be amended from time to time. The Borrower acknowledges and confirms that the Bank shall have all the rights (without obligation) as per the RBI guidelines. For this purpose, the Borrower shall comply with necessary regulatory requirements, including requisite corporate approvals / authorisations / modifications, to facilitate the implementation of RP, to the satisfaction of the Bank.</p> <p>d) In case of any default/overdue arising under any facility, the Bank has right to withhold further disbursements/use of all the facilities till the default/overdue is cured.</p> <p>e) The Borrower hereby agrees, declares and confirms that - none of their directors/ partners or their relatives as defined under the companies Act 2013 are directors or related to the directors in any banking company, and would take Bank's approval before any such person is appointed as partner/director and would inform the Bank if any such directorship of another bank arises in future, and shall ensure at all times that no person shall be inducted as a director or shall allow any person to continue as a director in the board of the Borrower whose name appears in the list of wilful Defaulters; at all times have the requisite statutory approvals for the Business and shall Inform about the events which may substantially affect the business and remedial steps taken to mitigate</p>

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the risks; notwithstanding the individual facility limits the Bank shall have the power from time to time to change the individual facility limits or for interchanging within the individual facility limits granted/ to be granted or for granting the additional facility limits within the aggregate secured limits and the securities / additional securities furnished by the Borrower from time to time shall secure the aggregate secured facilities granted / to be granted by the Bank from time to time; The Bank reserves the right at any point of time, to vary, alter, modify or rescind, amend or change any one or more of the terms & conditions of the Facility/ies, at the Bank's discretion, with such notice as the Bank may deem reasonable & without assigning any reasons.

- f) The Borrower's business activities and the operations and conduct of the credit facilities shall be subject to compliance with applicable laws & regulations including RBI stipulations, FEMA Regulations, Foreign Trade Regulations, Anti Money Laundering Regulations including FATF etc.
- g) In order to comply with the directions issued by Reserve Bank of India it is agreed between the parties that notwithstanding anything contrary contained either in the Facility / Security Agreements or their schedules or any other letter, agreement with respect to the rate of interest, its calculation/ methodology of computation and all the terms relating to the rate of interest, the rate of interest computation methodology mentioned in the Sanction Letter shall apply and such terms shall prevail over the interest rate clauses wherever they are mentioned in the Facility / Security Agreements or any other letter, agreement without any further act or deed between the Parties. Accordingly wherever Prime Lending Rate / Bench mark Rate / Base Rate / Reference Rate is mentioned the same be substituted and be read and understood as Applicable MCLR herein specified.
- h) The Borrower understands and hereby gives specific consent to the Bank/ for disclosing / submitting the financial information as defined in Section 3 (3) of Insolvency and Bankruptcy Code (IBC) read with relevant Rules & Regulations framed under IBC, in respect of the Credit/ Financial facilities availed from the Bank, from time to time, to any 'Information Utility' (IU) as defined in Section 3(21) of IBC, in accordance with the relevant Regulations framed under the IBC and directions issued by Reserve Bank of India to the banks from time to time. The Borrower hereby specifically agrees to promptly authenticate and shall ensure its Guarantors / Security Providers promptly authenticate, the financial information submitted by the Bank, as and when requested by the concerned Information Utility.
- i) Further, the Borrower hereby gives specific consent to the Bank for bearing the requisite charges levied by the information utility towards submission of information to it, and hereby authorizes the Bank to recover the charges from the accounts with the Bank.
- j) The Borrower shall obtain Legal Entity Identifier ("LEI") number from Legal Entity Identifier India Ltd (LEIIL) within regulatory timeline, annually renew the LEI, and inform the same to the Bank. This is as required by RBI stipulations in this regard in circulars dated 2nd Nov 2017, 21st April 2022, or as may be amended from time to time. Continuity/Renewal of credit facilities shall be subject to compliance with these stipulations.
- k) Any change in citizenship status of Borrower / guarantors / directors / partners/ trustees (if they are individuals) shall be with prior approval of the Bank; In case such person/s

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	<p>lose the citizenship of India, the fact shall be immediately informed in writing to the Bank.</p> <p>l) In case the scheduled payment date of any installment / interest falls on a non-working day, such interest / installment shall be paid on the preceding working day.</p> <p>m) The Bank may engage the services of third party service providers to undertake some of the activities of the Bank, subject to RBI extant stipulations on outsourcing.</p> <p>n) The Borrower hereby confirms, represents & undertakes that the Borrower is not a Specially Designated National (SDN) and/or otherwise sanctioned under the sanctions (and related laws) promulgated by the Office of Foreign Assets Control's (OFAC), USA, India or by Reserve Bank of India or any other regulatory authority), United Nations, European Union, and/or any other country (say, Sanctions). Further, the Borrower undertakes that transactions shall not be undertaken where any other person/entity to which the sanctions apply would be directly or indirectly benefited.</p> <p>o) Any applicable GST or other Government levies shall additionally apply on any service charges or penal charges stipulated by the Bank.</p>
Foreclosure & Prepayment charges	<p>Pre-payment / Foreclosure of facilities at the Borrower's request / takeover of facilities (i.e. where facility is not recalled by the Bank), prior to expiry date / completion of the tenor of the loan, shall attract pre-payment charges, as specified in the schedule of charges.</p> <p>No Foreclosure/pre-payment charges shall be applicable to MSE (Micro and Small Enterprise) Borrowers in case of closure of any floating rate loans & advances. (Such Nil charges for floating rate advances is applicable for sanctions/renewals w.e.f. 1st Jan 2026 only and does not apply for sanctions/renewals up to 31st Dec 2025; applicable to and specify this clause only for sanctions/renewals to MSE borrowers on or after 1st Jan 2026, and not to include this clause for medium enterprises or other borrowers)</p> <p>In case of cash credit/ overdraft facilities, no pre-payment charges shall be applicable if the borrower intimates the Bank of their intention not to renew the facility before the expiry of the period as stipulated in the sanction terms, provided that the facility gets closed on the due date.</p>
Other Pre-disbursement conditions	<ul style="list-style-type: none"> • NCIF Match found in Borrower name: as per NCIF team, Extra/Enhanced due diligence to be conducted and obtain approval from RCU and RBM before onboarding. • UBI TL Statement of account for last 12m to be provided to validate the receipts since there is a delays as per CRILC. • Plant visit to be done before disbursement.
Other specific Conditions	<ul style="list-style-type: none"> • PG of Karusala Aruna will be released post security perfection and IPO successful completion. • Other lenders security should be at par with KMBL within 6months else Exclusive charge on 2 commercial properties with UBI to proposed under 1st PPC. • Wealth account of Promoter: Anil Kumar Karusala to be opened with KMBL - to be monitored in next renewal. • NOC to be obtained from KMBL prior to infusing any money in subsidiaries/step down subsidiaries of the borrower.

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	<ul style="list-style-type: none"> Pledge of shares of Noumed (Australia) to be extended to KMBL as well if Axis bank is obtained - to be tracked at time of PP Letter sharing.
Events of Default (EODs)	<ul style="list-style-type: none"> IPO should be completed by 30.04.2026. Revenue and PAT for FY26(Aud/Prov) falling short of FY26 (Proj) by 20% DSCR <1.5x. Total Debt/ PBDIT exceeding 3.75x. Proportionate cash flow routing in overall banking exposure not being established within 60 days from date of 1st disbursement. (Cashflow routing share to be maintained at 22%) Promoters group Shareholding falling below 50%. Borrower not closing TL-1 of KMBL (Rs.18 Cr) and Axis bank TL (Rs.18 Cr) through IPO Funds
Processing fees	0.35% P.A. + applicable taxes
Legal Documentation	Documentation for credit facilities and securities shall be executed as specified by the Bank.
Declaration of Group entities	Along with the accepted sanction letter for new/enhanced/renewed facilities, the borrower shall declare the names of Group/related entities along with nature of relationship with them.
Schedule of Standard Penal Charges & other charges (to be updated by WISE Team)	Enclosed herewith

List of Documents	
No	Document Type
1.	Duly accepted Sanction Letter signed by authorised signatory/ies of the Borrower.
2.	Certified true copy of Board Resolution
3.	Certified and dated True Copy of Memorandum of Association and Articles of Association (MOA/AOA)
4.	Master Facility Agreement
5.	Deed of Hypothecation
6.	Personal Guarantee Deed along with latest ITR & NW Certificates
7.	Mortgage deed
8.	Any other document as maybe prescribed by the Bank

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Table for schedule of standard penal charges and general schedule of charges

Table A
Standard Penal Charges – WBG including MM, excluding SME

S.No.	Type	Penalty Amount/Rate
1	Delay or Default in Payment or where amount drawn beyond the Maximum Overdraft Limit and/or the Drawing Power	
i.)	All facilities except “LCBD, Export Credit in INR or Foreign Currency (FC), and Devolved Liabilities arising from NFB facilities and all Other Foreign Currency Loans”	Amounts standing unpaid on respective due dates shall attract penal charge at 8% per annum (to be charged for actual no. of days) on overdue amount plus applicable taxes
ii.)	LCBD facility	Amounts unpaid on due date shall attract penal charge at 2% p.a. (to be charged for actual no. of days) on overdue amount plus applicable taxes.
iii.)	Devolved Liabilities arising from NFB facilities (viz. LC & BG)	The devolved liabilities shall carry ROI commensurate with the credit risk premium of the borrower as per Bank’s pricing guidelines. All such amounts standing unpaid shall also attract penal charge at 8% per annum (to be charged for actual no. of days) on devolved liabilities from the date of devolvement till its regularization, plus applicable taxes
iv.)	Export Credit in INR / FC	If Export takes place after sanctioned period but within 360 days from date of advance: Contracted interest rate of the transaction up to original sanctioned period and for period beyond that, interest at 1.8% p.m., compounded monthly. If Export takes place after 360 days from date of advance: Interest at 1.8% p.m., compounded monthly, right from the date of advance till recovery date.

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v.)	All Foreign Currency Loans	Amounts standing unpaid on respective due dates shall attract overall interest at 2% p.m. compounded monthly on outstanding/ unpaid amount.
2	Delay or Non-Creation of Security in favor of the Bank by the Borrower/ Security Provider	
i.)	<p>Delay/ Non-Creation of Security in favor of the Bank by the Borrower/Security Provider</p> <p>The term non-creation of security shall mean failure of the Borrower/Security Provider to create security in such form and manner as per the agreed terms mentioned in Sanction letter /Facility letters or Facility /Loan Agreements or any other document/instrument to secure the loan/financial facility availed from the Bank and shall also include:</p> <ul style="list-style-type: none"> • Non-submission of NOC or Permission to Mortgage from any person/entity/ competent authority as prescribed by the Bank • Non-submission of Pari passu letters from other lenders 	<p>The Bank shall levy Penal charges at Rs. 5.50 per day per lac of exposure (or a part thereof) + applicable taxes for any delay beyond the original due date (“ODD”) as per sanction terms upto 180 days from the ODD.</p> <p>Beyond 180 days delay, the Bank reserves the right to recall the facility (ies) or charge penal charges at Rs. 11 per day per lac of exposure (or a part thereof) + applicable taxes until the security is created to the satisfaction of the Bank.</p> <p>(The said penal charges shall be calculated on sum of limits of revolving lines and outstanding under non-revolving lines of both fund and non-fund based facilities to which the security extends.)</p>
3	Delay or Non-submission of various documents	
i.)	Delay/ Non-submission of Stock / Property insurance policy	<p>Upto Rs. 10 crs exposure - Rs. 5000/- per month + applicable taxes</p> <p>Above Rs. 10 crs exposure - Rs. 10000/-per month + applicable taxes</p> <p><u>Timelines for submission:</u> Cover note: 15 days from expiry of existing policy; Renewed policy: 30 days from expiry of existing policy</p>

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		<p>for Takeover cases: Insurance policy to be submitted within 45 days from the date of first disbursement</p> <p>Delay in submission of more than 60 days will result in reductions of limits at the absolute and sole discretion of the Bank.</p>
ii.)	Delay in submission of Documents under deferral	<p>Rs. 2500/- per month + applicable taxes per CRN</p> <p>The penalty would be applicable after 15 Days from the due date until receipt of the respective document to the satisfaction of the Bank.</p>
iii.)	Delay in Stock Audit	<p>Rs. 5000/- per month + applicable taxes</p> <p>Penalty will be applicable after 60 days from the due date until receipt of the stock audit report to the satisfaction of the Bank.</p>
iv.)	Delay in submission of stock statement	<p>Rs. 5000/- per month + applicable taxes</p> <p>Penalty will be applicable if the statement is not submitted on due date until the receipt of the statement.</p> <p>If submission is not received 15 days beyond the submission due date, Bank may also drop the drawing power at its absolute and sole discretion.</p>
a	<p>Non-submission of UFCE declaration/certificate: Note: - The said charges should not exceed Rs. 500 p.a. per lac on Fund Based O/s exposure in a financial year</p>	
i.)	<u>Self-Declaration</u> – if not submitted within 2 months from the end of the applicable period	Rs. 125/- per quarter per lac + applicable taxes, on the Total Fund Based Outstanding exposure relevant for UFCE provision at the end of each quarter
ii.)	<u>Annual UFCE certificate from the Statutory Auditor</u> if not submitted within 8 months from close of financial year	Rs. 500/- p.a. per lac + applicable taxes, on the Total Fund Based Outstanding exposure relevant for UFCE provision
4b	<p>Charges for recovery of Provision on account of inadequate hedging where UFCE declaration/certificate is submitted within the stipulated timelines</p>	

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i.)	Likely loss/EBID ratio ¹	Charges for recovery of provision (to be charged on Total FB O/s relevant for UFCE provision)
	<= 15%	Nil
	> 15%<=30%	Rs. 50 per quarter per lac + applicable taxes
	>30%<=50%	Rs. 75 per quarter per lac + applicable taxes
	>50%<=75%	Rs. 100 per quarter per lac + applicable taxes
	>75%	Rs. 125 per quarter per lac + applicable taxes
5	Non-compliance or breach of other sanction terms	
i.)	Non-closure of account with other bank (unless specific permission is taken), wherever stipulated	Rs. 5000/- per month + applicable taxes
ii.)	Commitment Charges for non-utilization of limits	If average utilization of facility limits for a quarter is below the stipulated threshold as per sanction letter, Commitment charges of Rs. 5.50 per day per lac of unutilized limits (or a part thereof) + applicable taxes.
iii.)	Charges for Breach of Other Material Terms and Conditions (i.e. breach of any Event of Default conditions ("EOD") as mentioned in any loan/facility agreement or Sanction Letter or any other agreement or breach of any Specific Conditions mentioned in the Sanction Letter) and not covered specifically in this Schedule.	Rs. 5.50 per day per lac of exposure (or a part thereof) + applicable taxes (to be calculated from the day of breach until complied) In addition to these charges/levies, Bank also reserves the absolute right to recall the limits and demand repayment of all facilities from the borrower.

Table B1
Standard charges – WBG including MM, excluding SME

Type	Business Segment	Deadline	charges/interest/Commission (For the delayed period beyond the deadline) plus applicable taxes	Timing of charge recovery
Audited Annual Report	WBG	8 months from close of financial year	Rs. 5,000/- per month till the audited	

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			financials are submitted	
Provisional unaudited financials	WBG	3 months from close of financial year	Rs. 5,000/- per month till the provisional financials are submitted	
Audited Annual Report of group companies	WBG	8 months from close of financial year	Rs. 5,000/- per month till the audited financials are submitted	
Monthly / Quarterly customer wise Sales Statements	WBG	15 days from end of month/ quarter	<ul style="list-style-type: none"> Rs. 2,000/- in the subsequent month & Rs.5000/- per month from the next month till the Statement is submitted 	
QIS Statements/ Quarterly results/ Any other format of quarterly reporting prescribed by the Bank	WBG	<ul style="list-style-type: none"> Quarterly results: 30 days from end of quarter <p>OR</p> <ul style="list-style-type: none"> QIS I: One week before the commencement of the quarter QIS II: Within six weeks from the end of quarter QIS III: Within eight weeks from the end of half year 	<ul style="list-style-type: none"> Rs. 2,000/- in the subsequent month & Rs. 5,000/- per month from the next month till the statement is submitted 	
Monthly / Quarterly project progress report of engineer/technical	WBG	30 days from end of the period	Rs. 10,000/- per month or part thereof under delay.	

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End use Certificate	MM and NAC	At the time of renewal of facilities	INR 10000/- per month until the certificate is submitted	
Net Worth Certificate	MM and NAC	On or before 31st December every year	INR 10000/- per month until the certificate is submitted	
Monthly / Quarterly project MIS	RERA Projects	Within 20 days from the end of the month/ quarter	INR 10,000/- per month or part thereof under delay.	
Annual RERA account end-use certificate from Statutory Auditor	RERA Projects	Within 6 months from the close of the accounting year	INR 25,000/- per month or part thereof under delay.	
Margin deposited with exchange to be submitted quarterly	BFIG	To be submitted as and when bank asks for and to be submitted in 15 days from request	Rs. 2,000/- in the subsequent month & Rs. 5,000/- per month from the next month till the statements are submitted.	

Table B2
Standard Charges – WBG including MM, excluding SME

Type	Business Segment	Particulars	Charges plus applicable taxes
Foreclosure of the working capital facilities	WBG	As per Borrower's request	Foreclosure of the working capital facilities availed, prior to their expiry date or extended date, by way of takeover by another lender, shall attract penal charge of 2% on the limits sanctioned by the Bank.
Prepayment of Term loans being WCTL /TL /FCTL /Corporate Loan /____)	WBG	As per Borrower's request	<ul style="list-style-type: none"> • For floating rate loans: charge of 2% p.a. not exceeding 2 % on the outstanding loan amount.

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			<ul style="list-style-type: none"> • For fixed rate loans: No Pre-payment is allowed.
Delay or Failure in submission of rating letter issued by the Credit Rating Agency	WBG	rating letter to be submitted within 90 days from acceptance of the Bank's sanction letter	Bank reserves the right to charge additional interest at 2% p.a. on committed limits for delay or default in obtaining external rating. (In case external rating of Bank's facilities is not available).

Table C
Standard Charges – WBG including MM, Excluding SME

Type	Business Segment	Particulars	Charges plus applicable taxes	Timing of charge recovery
Solvency Certificate	WBG	As per Borrower's request	INR 10,000/- per certificate. It is agreed and understood by the Borrower that issuance of a solvency certificate shall be at the absolute and sole discretion of the Bank and the Bank may refuse issuance of such certificate in exercise of its discretionary right.	At the time of issue

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Adhoc Set up charges (for adhoc cases)	WBG	Digital Execution	INR 12,500/- for every request made by the Borrower.	Prior to limit loading
	WBG	Physical Execution	INR 25,000/- for every request made by the Borrower.	
Change of Security of Mutual funds and other liquid securities	WBG	As per Borrower's request	INR 10,000/- per request	At the time of request of such change
Extension of timeline for security creation	WBG	As per Borrower's request	INR 10,000/- for each extension request	At the time of PDF extension in the system
NOC Issuance* /Duplicate issuance of NDC	WBG	As per Borrower's request	INR 5,000/- per NOC /Duplicate NDC	At the time of issue of NOC /Duplicate NDC.
Mortgage charges	WBG		INR 25,000/- per instrument (out of pocket expenses such as stamp duty, registration charges, legal charges etc. to be charged separately)	At the time of mortgage creation
Renewal Documentation Charges	WBG	Digital Execution	INR 2,500/- for every renewal	At the time of completion of renewal documentation
	WBG	Physical Execution	INR 5,000/- for every renewal	At the time of completion of renewal documentation
For Standard documentation NTB/Enhancement documentation charges	WBG	Digital Execution	INR 5,000/- for every NTB/enhancement	Prior to Limit Loading
	WBG	Physical Execution	INR 10,000/- for every NTB/Enhancement	

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For Non-Standard documentation NTB/Enhancement documentation charges	WBG	Digital Execution	INR 10,000/- for every NTB/enhancement	Prior to Limit Loading
	WBG	Physical Execution	INR 20,000/- for every NTB/Enhancement	
ROC Search Report	WBG		INR 1,250/- for each report	NTB/Enhancement – before disbursement and for existing Account at the time of each renewal sanction acceptance
Stamp duty and incidental charges / Valuation charges/ Title verification/ clearance charges /ROC filing	WBG		As per actuals incurred	
Unit inspection / security verification charges	MM and NAC		On actuals	
Dishonor charges per Instance (Cheque / Standing Instructions / ECS / NACH) for loan repayment	WBG		Rs 750/- per instances	

Note (to be included in SL):

- In addition to these charges/levies, Bank also reserves the absolute right to withdraw the limits and demand repayment of the facilities from the borrower for any breach of any of the terms and conditions prescribed in the sanction letter or any loan/security document executed in favor of the Bank.

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Annexure to sanction terms: Borrower
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Clarification on Identification of Special Mention Accounts (SMA) / Non Performing Asset (NPA)	
In case of Term Loans	<ul style="list-style-type: none"> • If due date of a loan account is March 31, 2021, and full dues (interest / principal instalment / EMI) are not received by Kotak Mahindra Bank Limited (Bank) before day-end of March 31, 2021, the account will be considered as overdue with reference to due date and will be tagged as SMA 0. If the account continues to remain overdue and all dues are not regularised by April 30, 2021, then the account gets tagged as SMA-1 as on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. If the account continues to remain overdue, account gets tagged as SMA-2 as of May 30, 2021 and if continues to remain overdue further, accounts gets classified as NPA at day end on June 29, 2021. <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
In case of Cash Credit (CC)/ Overdraft (OD)/ Dropline Overdraft (DLOD) Account(s)	<p>i. In a CC or OD or DLOD account, if outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of more than 30 days -say from March 31, 2021, the account gets tagged as SMA 1 as of April 30, 2021 i.e. upon completion of 30 days of being continuously in excess. If the account continues to be remain continuously in excess, the account gets tagged as SMA-2 on May 30, 2021. If the account continues to remain in excess, account gets classified as NPA at day end of June 29, 2021.</p> <p>ii. In addition to (i) above, a CC or OD or DLOD account may get classified as NPA if outstanding balance in the account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.</p> <p>For example, if there are no credits continuously for 90 days say from March 31, 2021 to June 29, 2021 or credits are not enough to cover the interest debits between March 31, 2021 to June 29, 2021, the account gets classified as NPA as of June 29, 2021 at day end.</p> <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p>
Other types of credit facilities (excluding Agricultural crop loans)	<p>In case of credit facilities like Bills discounting / Invoice Finance, if the bill/invoice is unpaid beyond the due date for payment, it is considered as overdue.</p>

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Clarification on Identification of Special Mention Accounts (SMA) / Non Performing Asset (NPA)

In case of Working Capital Demand Loan (WC DL), other demand loans and short term bullet repayment loans, if the loan and/or interest thereon is unpaid beyond the due date for payment, it is considered as overdue.

In case of Letter of Credit (LC) devolved / Bank Guarantee (BG) / Standby Letter of Credit (SBLC) invoked, from such devolvement / invocation date, the overdue period is reckoned.

In case of forward contract or derivative transaction, if the receivables representing positive mark-to-market value of a derivative contract are unpaid beyond specified due date for payment, it will be considered as overdue.

For past due/overdue credit facilities as above, SMA-0 / SMA-1 / SMA-2 / NPA classification will be made depending on length of overdue period.

For Example: Say, the borrower was obliged to make the subject payment as above (including interest / overdue penal interest thereon) to the Bank on 31st March 2021. If it remains unpaid, the borrower becomes SMA-0 from 31st March 2021 onwards for up to 30 days overdue, i.e. till 29th April 2021. If it continues to remain overdue as on 30th April 2021, it will be classified as SMA-1 from 30th April 2021. It remains in such SMA-1 status for cumulative overdue of 60 days, i.e. till 29th May 2021. If the overdue continues beyond 60 days (i.e. beyond 29th May 2021), from 30th May 2021 it is classifiable as SMA-2 till cumulative overdue up 89 days, i.e. till 28th June 2021. After completion of 90 days overdue period, i.e. as by day end of 29th June 2021, the borrower will be classified as NPA till the overdue is fully cleared.

Please take note that Special Mention Accounts (SMA) / Non Performing Asset (NPA) reporting is done at Borrower level as per the applicable regulatory guidelines and thus, overdue in any one account of the Borrower will result in reporting of the Borrower as SMA or NPA as the case may be.

Grant of concessions to borrower who is under 'financial difficulty' as per norms specified by RBI; extension of DCCO period of project loans beyond RBI stipulated period, will be classified as restructured. Restructured accounts are classifiable as NPA as per RBI stipulations, whether or not there is any overdue amount pending to be paid by the borrower.

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