



75 03/01/2022
No. 75 Date 03/01/2022 Rs 100
Sold To S. SARATHI
S/o. D/o. W/o. LATE S.S.R. RAO SHARMA
For Whom SAI PARENTERALS PVT LTD

AL 954798

V. SUNITHA
Stamp Vendor LIC. No: 15-07-014/2021
H.No. 4-2-1/5, Dr. B.R. Ambedkar Nagar,
Nacharam, Uppal, Medchal-Malkajgiri Dist. Telangana.
Cell: 8125926129

LOAN AGREEMENT

This Unsecured Loan Agreement ("Agreement") is made and entered into on this 18th day of July 2022, at Hyderabad, by and between:

1. Mr. **Anil Kumar Karusala** Son of Late Tata Rao, residing at _303 A, Vishnu Splendor Apts, Opp HP Gas Godown, Yellareddy Guda, Hyderabad-500036, Telangana, India. (Hereinafter referred to as the "**Lender**", which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, and assigns);

AND

Anil Kumar

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2. Sai Parenteral's Limited, a company incorporated under the Companies Act, 2013, having its registered office at 4th floor, Plot No 39, Lavanya Arcade, Jayabheri Encl and bearing CIN U24231TG2001PLC036043, (hereinafter referred to as the "Borrower" or the "Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

WHEREAS

A. The Borrower requires financial assistance from time to time for its business operations and general corporate purposes.

B. The Lender, being a Promoter of the Company, has agreed to provide unsecured loans to the Company as and when required, subject to the terms and conditions contained herein.

C. The Lender shall have the option to convert the outstanding loan amount (in full or in part) as on the date of conversion into equity shares of the Company, at Book Value of shares under Net Asset Method (NAV), as per latest available audited Balance Sheet, in compliance with the provisions of the Companies Act, 2013 and applicable rules.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Loan Facility

1.1 The Lender agrees to provide to the Company, from time to time, such amounts as may be mutually agreed between the Parties ("Loan Amount").

1.2 Each disbursement shall be made through normal banking channels to the Company's bank account.


1.3 The aggregate amount of the loan outstanding from time to time shall be reflected in the books of the Company and confirmed by both Parties at the end of each financial year.

2. Nature of Loan

2.1 The Loan shall be unsecured and shall not be backed by any charge, lien, pledge, or mortgage on the assets of the Company.

2.2 The loan shall be treated as a Promoter/Director's Unsecured Loan in the Company's books.

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3. Tenure and Repayment

3.1 The Loan shall be repayable on demand, unless converted into equity shares as per Clause 5 below.

3.2 The Company may, at its discretion, prepay the whole or any part of the outstanding loan amount at any time without any prepayment penalty.

4. Interest

4.1 The loan shall not carry any rate of interest, and is said to be Interest free Loan.

5. Option for Conversion into Equity Shares

5.1 The Lender shall have the discretion to convert, at any time and from time to time, the entire or any part of the outstanding loan amount as on the date of conversion into fully paid-up equity shares of the Company.

5.2 The conversion shall be effected at a price equivalent to the Book Value per equity share of the Company under Net Asset Value Method, as determined based on a Valuation Certificate issued by a valuer registered with the Insolvency and Bankruptcy Board of India (IBBI), prepared in accordance with applicable provisions of the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014.

5.3 The conversion shall be carried out in compliance with the provisions of Section 62(1)(c) of the Companies Act, 2013, and other applicable laws, including necessary approvals from the Board of Directors and Shareholders of the Company.

5.4 Upon the exercise of the conversion option by the Lender:

- (a) The Lender shall give a notice to the Company specifying the amount to be converted.
- (b) The Company shall convene a Board Meeting to approve such conversion and issue of shares.
- (c) The Company shall obtain shareholders' approval, where required, and file necessary forms (including PAS-3 and MGT-14) with the Registrar of Companies; and
- (d) The Company shall issue and allot the said equity shares to the Lender in compliance with applicable laws.

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5.5 Upon such allotment, the rights and obligations of the Lender as a creditor shall cease to the extent of the amount converted, and the Lender shall be entitled to all rights as a shareholder of the Company in respect of the equity shares so allotted.

6. Representations and Warranties

Each Party represents and warrants that:

- (a) it has full power and authority to enter into and perform this Agreement;
- (b) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms; and
- (c) execution and performance of this Agreement does not violate any applicable law, regulation, or agreement binding on it.

7. Compliance with Law

Both Parties agree that the borrowing, maintenance, and any subsequent conversion of the Loan into equity shares shall be undertaken strictly in compliance with the Companies Act, 2013, the Income Tax Act, 1961, and all other applicable laws and regulations.

8. Miscellaneous

8.1 Amendment: This Agreement may be amended or modified only through a written instrument signed by both Parties.

8.2 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Hyderabad shall have exclusive jurisdiction.

8.3 Notices: All notices, demands, or communications shall be sent to the Parties' addresses stated above, by registered post, courier, or email.

8.4 Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior understandings or representations.







IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month, and year first above written.

For and on behalf of the Company
Name: SAI PARENTERALS LINTIED
Designation: Director
Signature:

by the Sp



Lender (Promoter)
Name: Anil Kumar Karusala
Signature: *Anil Kumar*