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Kempinc LLP

INDIA NON JUDICIAL

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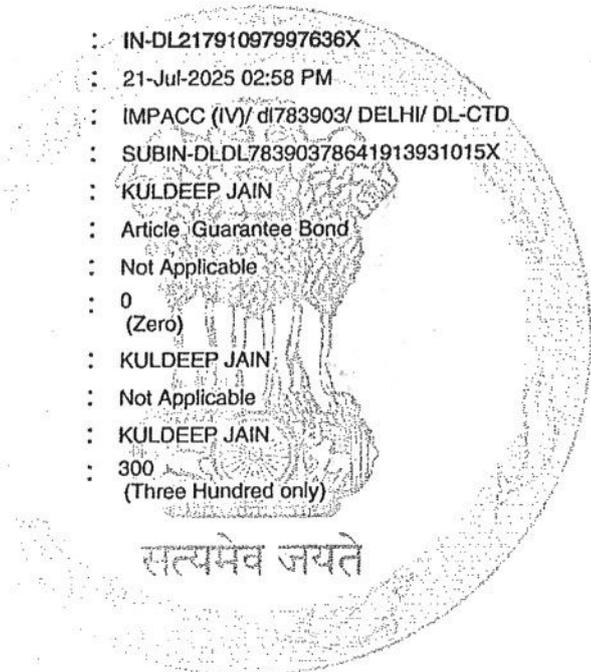
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Government of National Capital Territory of Delhi

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Certificate Issued Date	: 21-Jul-2025 02:58 PM
Account Reference	: IMPACC (IV)/ dl783903/ DELHI/ DL-CTD
Unique Doc. Reference	: SUBIN-DL78390378641913931015X
Purchased by	: KULDEEP JAIN
Description of Document	: Article Guarantee Bond
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KULDEEP JAIN
Second Party	: Not Applicable
Stamp Duty Paid By	: KULDEEP JAIN
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



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Please write or type below this line IN-DL21791097997636X

This stamp Paper is a Part of Deed of Guarantee .

(Handwritten signature)

360 ONE PRIME LIMITED

(Handwritten signature)
Authorised Signatory

For KEMPINC LLP

(Handwritten signature)
Designated Partner

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.



DATED: 22-07, 2025

DEED OF PERSONAL GUARANTEE

BY AND BETWEEN

KULDEEP JAIN

as the Guarantor

IN FAVOUR OF

**360 ONE Prime Limited
as the Lender**

TO SECURE THE OUTSTANDING AMOUNTS OF

**Kempinc LLP
as the Borrower**



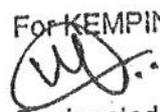
For KEMPINC LLP

Designated Partner

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DEED OF PERSONAL GUARANTEE

This DEED OF PERSONAL GUARANTEE (this "Guarantee") is executed at Delhi on this 22 day of 07, 2025 by:

Kuldeep Jain, aged 50 years, son of Pratap Jain, holder of PAN card number AEJJP4284J, residing at Flat no 13/A, The Peregrine, 400 Veer Savarkar Marg, Prabhadevi, Mumbai, Maharashtra, 400025 (hereinafter referred to as the "Guarantor", which expression shall, unless it be repugnant to the context or meaning thereof, include the legal heirs, administrators, executors and successors of the Guarantor) of the FIRST PART;

IN FAVOUR OF

360 ONE Prime Limited (Corporate Identity Number: U65990MH1994PLC080646), a Company incorporated under the Companies Act, 1956 and having its registered office at 360 One Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, acting in its capacity of Lender (hereinafter referred to as the "Lender", which expression shall, unless repugnant to the subject or context thereof, and include its successors in office and permitted assigns) of the SECOND PART;

TO SECURE THE OUTSTANDING AMOUNTS OF

Kempinc LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 (LLPIN: AAX-9503) having its registered office at 13/A, Peregrine Apt 400, Veer Savarkar Marg, Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400025 (hereinafter referred to as the "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART.

(The Guarantor, the Lender and the Borrower shall hereinafter be collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

- (A) The Borrower has availed a loan aggregating upto Rs. 670,00,00,000/- (Rupees Six Hundred Seventy crores only) ("Loan Amount/Facility/Loan"), in terms of the Master Financing Agreement dated on or about the date of this Guarantee executed inter alia between the Lender and the Borrower, the Sanction Letter and other Facility Documents in connection with the Loan Amount which sets out the key terms upon which the Facility was sanctioned ("Master Financing Agreement").
(B) In pursuance of the provisions of the Master Financing Agreement, the Guarantor shall furnish to the Lender, an unconditional and irrevocable guarantee in a form and manner satisfactory to the Lender guaranteeing the full discharge of the Outstanding Amounts payable by the Borrower.
(C) The Lender hereby called upon the Guarantor to execute these presents, which the Guarantor has agreed to do in the manner hereinafter expressed.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Table with 3 columns: Guarantor (with signature), Lender (with number 2), and For KEMPINC LLP Borrower Designated Partner (with signature).

Vertical stamp and signature on the right side of the page, including the text 'For KEMPINC LLP Designated Partner'.

1.1 Definitions

Unless otherwise defined in this Guarantee, capitalised terms in this Guarantee shall have the meanings ascribed to such terms in the Master Financing Agreement or the Facility Documents. In this Guarantee, the capitalised terms listed below shall have the meanings set out against each term.

“Master Financing Agreement” has the meaning ascribed to the term in Recital (A).

“Demand Notice” means any demand notice issued pursuant to this Guarantee in the form set out in Schedule I (*Form of Demand Notice*) hereto.

“Dispute” has the meaning ascribed to it in paragraph (a) of Section 23.2 (a) (*Enforcement*) of this Personal Guarantee.

“Insolvency Code” means the Insolvency and Bankruptcy Code, 2016.

“Outstanding Amounts” has the meaning ascribed to the term in the Master Financing Agreement.

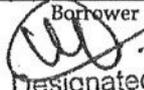
“TDS Certificate” has the meaning ascribed to the term in Section 14.1 (*Payments*).

“Transaction Documents/Facility Documents” has the meaning ascribed to the term “Facility Documents” in the Master Financing Agreement.

1.2 Interpretation

In this Guarantee:

- (a) reference to an account includes a reference to any sub-account of that account;
- (b) unless the context otherwise requires, the singular includes the plural and *vice versa*;
- (c) headings and the use of bold typeface shall be ignored in its construction;
- (d) a reference to a Section or Schedule is, unless indicated to the contrary, a reference to a section of or schedule to this Guarantee;
- (e) references to this Guarantee shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (f) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (g) references to the word “includes” or “including” are to be construed without limitation;
- (h) a “person” includes any:
 - (i) individual,
 - (ii) firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),or two or more of any of the foregoing;

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Guarantor 	Lender	Borrower LEO KEMPINC LLP  Designated Partner

- (i) references to a person shall include such person's successors in title and permitted assignees or transferees;
- (j) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (k) words importing a particular gender include all genders;
- (l) any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;
- (m) references to "Party" means a party to this Guarantee and references to "Parties" shall be construed accordingly;
- (n) references to any law shall include references to such law as it may, after the date of this Guarantee, from time to time be amended, supplemented or re-enacted;
- (o) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Guarantee in accordance with such meanings;
- (p) any consent, approval, determination, waiver or finding to be given or made by any of the Lender shall be made or given by such Lender in their sole discretion;
- (q) in the event of any disagreement or dispute between any Lender/ on the one hand and the Guarantor or the Borrower on the other hand, regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in this Guarantee, the opinion of the Lender in respect thereof shall be final and binding on the Guarantor and the Borrowers. For the purpose of giving full and proper effect to this Guarantee, the Master Finance Agreement and this Guarantee shall be read together and construed harmoniously.

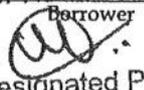
2. TRANSACTION DOCUMENTS

The Guarantor irrevocably agrees and acknowledges that he has duly received a copy of the executed Master Financing Agreement, Sanction Letter and all other Facility Documents and represents and warrants to the Lender that he has read, understood and is fully aware of the terms and conditions of the Transaction Documents and the obligations of the Borrower to punctually discharge the Outstanding Amounts. The Guarantor further irrevocably agrees and acknowledges that he has agreed to and accepted the terms and conditions of each of the Transaction Documents and irrevocably undertakes to strictly comply with and pay the Outstanding Amounts and restrictions assumed by or imposed on him (or expressed to be so assumed or imposed) under the Transaction Documents.

3. GUARANTEE

3.1 In consideration of the Lender agreeing to sanction the Loan/Facility to the Borrower, the Guarantor irrevocably and unconditionally guarantees to the Lender the punctual payment and discharge of the Outstanding Amounts (*as defined under the Master Financing Agreement*) and performance by the Borrower of all of the respective Outstanding Amounts under the Transaction Documents.

3.2 The Guarantor further acknowledges, undertakes, confirms, and agrees that:

<p style="margin: 0;">K5</p> <p style="margin: 0;">Guarantor</p> 	<p style="margin: 0;">4</p> <p style="margin: 0;">Lender</p>	<p style="margin: 0;">For KEMPINC LLP</p> <p style="margin: 0;">Borrower</p>  <p style="margin: 0;">Designated Partner</p>
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- (a) his obligation to pay the Outstanding Amounts in accordance with Section 3.1 (*Guarantee*) above constitutes a financial debt (as defined under the Insolvency Code); and
- (b) notwithstanding anything to the contrary contained in this *Guarantee* or in any of the other Transaction Documents, his obligation to pay the Outstanding Amounts in accordance with Section 3.1 (*Guarantee*) above, shall be determined by reference to the amount of Outstanding Amounts due under the Transaction Documents without giving effect to any reductions or haircuts that may be imposed or sought to be imposed in respect of the Outstanding Amounts of the Borrower whether pursuant to the Insolvency Code, or any mechanism provided for in guidelines of the Reserve Bank India ("RBI") or otherwise.

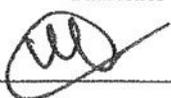
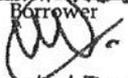
3.3 Until the Final Settlement Date (as defined in Master Financing Agreement), the Guarantor hereby irrevocably and unconditionally guarantees to the Lender that he shall, on the failure by the Borrower to pay and/or discharge any of the Outstanding Amounts in full or in part or on the occurrence of any Event of Default by the Borrower as set out and as per the terms in the Master Financing Agreement and anytime upon first demand by the respective Lender from time to time, by issuance of a Demand Notice to the Guarantor, unconditionally pay to the Lender, within 1 (one) Business Day, without demur or protest, the Outstanding Amounts as stated in the Demand Notice. The Lender shall be entitled to make multiple demands on the Guarantor under this *Guarantee* from time to time. Further, the Guarantor hereby agrees and acknowledges that the time period of 1 (one) Business Days for making payment of the Outstanding Amounts as set out above is a reasonable notice and acceptable.

Provided however that in the event of commencement of bankruptcy proceedings against the Borrower or in the event an insolvency or bankruptcy petition in relation to the Borrower is admitted by the National Company Law Tribunal or other relevant Governmental Authority under the Insolvency Code, the Demand Notice for the Outstanding Amounts then outstanding shall be deemed to have been issued and delivered to the Guarantor and this *Guarantee* shall be deemed to have been invoked without any further actions to be done under this *Guarantee* by the Lender.

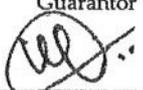
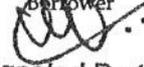
3.4 Any demand given or made by the Lender to the Guarantor by way of a Demand Notice shall be final, conclusive, and binding on the Guarantor.

3.5 Until the Final Settlement Date, the Guarantor shall, as a separate and independent stipulation and without prejudice to other provisions contained herein (for the avoidance of doubt, as principal and primary obligor and not merely as surety), on a full indemnity basis, indemnify the Lender for any losses, damages, costs, claims and expenses whatsoever, including without limitation, all or any levies (including stamp or documentary Taxes) incurred in connection with this *Guarantee* and all costs, expenses or charges relating to or arising out of this *Guarantee* including all or any Taxes and costs, expenses or charges incurred in connection with the preservation or enforcement of the rights of the Lender under this *Guarantee*, which the Lender may suffer, pay or incur:

- (a) by reason of or in connection with the Outstanding Amounts not being discharged by the Guarantor;

K5	5	For KEMRING LLP
Guarantor	Lender	Borrower
		
		Designated Partner

- (b) as a result of the whole or any of the Outstanding Amounts being or becoming void, voidable, unenforceable or ineffective as against the Guarantor for any reason whatsoever; or
 - (c) by reason of or in connection with any default on the part of the Borrower in payment of the Outstanding Amounts under the Transaction Documents (as may be applicable) or this Guarantee, including legal proceedings taken against the Borrower for recovery of the moneys.
- 3.6 The Guarantor shall have no right to terminate or modify his Outstanding Amounts or its obligations under this Guarantee and any such right is expressly excluded.
- 3.7 Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Applicable Law (as defined under the Master Financing Agreement), or any terms and conditions to the contrary contained in the Transaction Documents and/or this Guarantee, the Lender may, in their absolute discretion, appropriate any payments made by the Borrower and any amounts realized by the Lender by enforcement of the rights under the Transaction Documents or otherwise, towards any of the dues payable by the Borrower under the Transaction Documents and notwithstanding any such appropriation by a Lender, the Guarantor shall continue to remain liable for all amounts that remain outstanding in respect of the Outstanding Amounts until the Final Settlement Date.
- 3.8 The rights and remedies of the Lender under this Guarantee shall be cumulative, in addition to and independent of any other security which the Lender may at any time hold for the Outstanding Amounts of the Borrower and/or the Obligors under the Transaction Documents or any rights, powers and remedies provided by Applicable Law.
- 4. POWER TO VARY**
- 4.1 The Guarantor hereby agrees that, without the concurrence of the Guarantor, the Lender shall be at liberty to:
- (a) exercise or refrain from exercising any rights against the Borrower or other persons (including the Guarantor);
 - (b) settle, release or compromise any of the Outstanding Amounts, any security therefor or any liability (including hereunder) incurred directly or indirectly in respect thereof or hereof;
 - (c) save and except if otherwise agreed under the Master Financing Agreement, vary, alter, waive, release or modify any and all the provisions of the Transaction Documents including, without limitation, any modification, variation, waiver, release or amendment of the Transaction Documents;
 - (d) extend the time of payment by the Borrower of the Outstanding Amounts;
 - (e) enter into any composition or compound with or to grant any other indulgence or facility to the Borrower and/or the Guarantor gives or grants, temporary or extra overdrafts or other advances or credit facilities to the Borrower and appropriate payments made to it by the Borrower towards repayment or payment of such overdrafts, advances or credit facilities from time to time and the Guarantor shall not be entitled

Guarantor 	Lender	For KEMRINC LLP Borrower  Designated Partner
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to question such appropriation or require the Lender to appropriate such payments towards the repayment of the Outstanding Amounts; and

- (f) exercise at any time and in any manner any power or powers reserved to the Lender under the Transaction Documents, to enforce or forbear to enforce payment of any amounts under the Master Financing Agreement or any part thereof or interest or other moneys due to the Lender from the Borrower or any of the remedies or securities available to the Lender.

4.2 The enforcement of this Guarantee in part by the Lender, for any reason whatsoever, shall not amount to discharge of the Outstanding Amounts of the Guarantor under this Guarantee to the extent of the balance (unenforced) amount(s) of the Guarantee.

5. NO RELEASE

Subject to Section 9 (*Irrevocable and Continuing Guarantee*), the rights of the Lender against the Guarantor shall remain in full force and effect, notwithstanding any arrangement which may be reached between the Lender and any other guarantor(s), and notwithstanding the release of any other guarantor(s) from liability and notwithstanding that at any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Lender and the Lender shall be at liberty to require the performance by the Guarantor of the payment of the Outstanding Amounts hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to pay the said Outstanding Amounts until repayment in full of the Outstanding Amounts in terms of the Master Financing Agreement.

6. PRINCIPAL DEBTOR

The Guarantor undertakes that upon the failure of the Borrower to fulfill the Outstanding Amounts in accordance with the Transaction Documents and per the terms of the Master Financing Agreement or on the occurrence of an Event of Default under the Transaction Documents, the Guarantor shall on demand pay such amount in accordance with the provisions of Section 3.2 (*Guarantee*) above, as if he was the principal debtor.

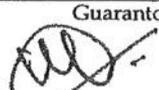
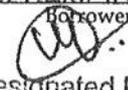
7. NO SECURITY TAKEN BY THE GUARANTOR

7.1 The Guarantor has not taken or will not take from the Borrower or any other Person any security for the performance of the Outstanding Amounts under this Guarantee and, if they do so, the security and any proceeds from that security will be held in trust for the Lender and delivered immediately to the Lender.

7.2 If the Guarantor has taken, or, after the date of this Guarantee, takes any security from the Borrower in respect of the Guarantor's liability under this Guarantee, the security will rank subordinate to the Lender's claims against the Borrower and such security shall stand as a security for the Lender and shall forthwith be deposited with the Lender.

7.3 If the Guarantor receives any sums from the Borrower in respect of any payment by the Guarantor under this Guarantee, the Guarantor shall hold such monies in trust for the Lender until the Final Settlement Date, as set out in the Transaction Documents.

7.4 The Guarantor has not or will not merge, nor in any way exclude or prejudice, or affect, the Guarantee, by any other security interest, right of recourse, guarantee, lien, indemnity or other

KS	7	For KEMPING LLP
Guarantor	Lender	Borrower
		 Designated Partner

right or remedy whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this Guarantee hold or have) as regards the Borrower or any other Person, in respect of the Outstanding Amounts of the Guarantor under this Guarantee.

7.5 The Guarantor shall have no claim against the Borrower in relation to any loans, advances, any other claims or dues whatsoever till the Final Settlement Date, as set out in the Transaction Documents and shall enter into such deed(s) of subordination as may be required by the Lender in respect of such indebtedness as may be owed to the Guarantor by the Borrower.

8. NO PROOF IN LIQUIDATION; NO EXERCISE OF RIGHTS

8.1 Whilst this Guarantee continues, the Guarantor agrees that:

- (a) the Guarantor shall not in the event of the liquidation of the Borrower prove any claims in competition with the Lender in liquidation proceedings;
- (b) the Guarantor shall have no right of subrogation or indemnity against the Borrower, nor shall the Guarantor exercise any such rights available to the Guarantor under the Applicable Law, to claim any sum relating to the Outstanding Amounts from the Borrower, including those of subrogation and of proof in any of the Borrowers' insolvency and shall hold the benefit of any such rights for the Lender; and
- (c) the Guarantor shall submit his yearly net worth certificates which shall signify the net worth of the Guarantor. The Guarantor hereby agrees and covenants that, his net worth shall not, at all times until the Final Settlement Date, fall below the Outstanding Amounts.

8.2 In the event that any rights of subrogation or indemnity are not waived as stated hereinabove pursuant to any provision of Applicable Law, such rights shall be subordinated to the Outstanding Amounts. This Guarantee may be enforced in accordance with its terms without prior recourse to any other guarantee or security and without proceedings being taken against the Borrower.

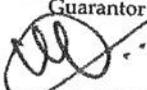
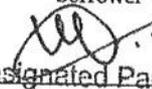
8.3 The Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed in favour of the Lender shall, at the time when the proceedings are taken against the Guarantor, be outstanding or unrealised or lost.

9. IRREVOCABLE AND CONTINUING GUARANTEE

This Guarantee is an irrevocable continuing guarantee, and the Outstanding Amounts of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Borrower and the demand or notice by the Lender as provided in this Guarantee hereof shall be sufficient notice to or demand on the Guarantor. The Guarantee shall extend to the ultimate balance of all sums payable under the Transaction Documents, regardless of any partial or intermediate payment or discharge and shall automatically lapse on the Final Settlement Date.

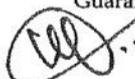
10. LIABILITY NOT AFFECTED

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<p>KJ</p> <p>Guarantor</p> 	<p>Lender</p>	<p>For KEMPING LLP Borrower</p>  <p>Designated Partner</p>
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The liability of the Guarantor under this Guarantee shall not in any manner be released, discharged, or terminated by the following until the Final Settlement Date:

- (a) any change in the constitution, management, ownership or corporate existence of the Borrower or the Company;
- (b) change in management, take over, acquisition or nationalization of the Borrower or the Company and/or Obligors and/or of any of their undertakings pursuant to Applicable Law and/or change in the partnership interest of the Borrower and/or change of partners of the Borrower;
- (c) initiation of any insolvency, liquidation, bankruptcy, winding-up or similar situation or proceeding in respect of the Borrower or Obligors or the Company or any absorption, merger, amalgamation of the Borrower or Company with any other company or concern;
- (d) any absence or deficiency (including irregularity in the exercise of such powers) or power on the part of the Guarantor to give guarantees or indemnities or any irregularity in the exercise of such powers;
- (e) winding up (voluntary or otherwise), absorption, merger or amalgamation or bankruptcy or insolvency of the Borrower or Obligors or the Company;
- (f) any intermediate payments or satisfaction of any part of the Outstanding Amounts;
- (g) the granting of any time or extension of time for payment of any amounts due to the Lender pursuant to the Master Financing Agreement or any other Transaction Documents;
- (h) any dispute or disagreement between the Lender on one hand, and the Borrower and/or the Obligor, on the other, or other indulgence to the Borrower and/or the Obligor or any other person with respect to the Outstanding Amounts;
- (i) any illegality, invalidity, irregularity or unenforceability of all or any part of the Outstanding Amounts or the terms of any Transaction Document;
- (j) any variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any person;
- (k) any amendment, novation, supplement, extension, variation in the terms, conditions, waiver by the Lender under the Master Financing Agreement or any other Transaction Documents or the constitutional documents of the Borrower or the Company including the Shareholders' Agreement;
- (l) any variation or change in the validity, legality and enforceability of Master Financing Agreement or any other Transaction Documents;
- (m) any delay by Lender to exercise its rights under the Master Financing Agreement or any other Transaction Documents;
- (n) any cure period allowed by the Lender under the Master Financing Agreement or any other Transaction Documents;
- (o) any non-presentation or non-observance of any formality or forbearance or delay or waiver or concession whatsoever, whether as to time, performance or otherwise, on the part of the Lender under the Master Financing Agreement or any other Transaction Documents or other requirement in respect of any instrument;
- (p) any incapacity or lack of power, authority or legal personality of any person;

<p>KJ</p> <p>Guarantor</p> 	<p>Lender</p>	<p>FOR KEMRING LLP</p> <p>Borrower</p>  <p>Designated Partner</p>
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- (q) any amendment or assignment or novation or charge or succession or variation (however fundamental) to the terms of any Transaction Document;
- (r) acceleration of payment or Mandatory Prepayment Event or prepayment/repayment of any amounts to the Lender; or
- (s) any other act, thing, or omission on the part of the Lender which under the law relating to sureties would have the effect of so releasing, impairing, discharging the Guarantor of their liability under this Guarantee. The Guarantor hereby waives in favour of the Lender so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantor might otherwise be entitled to enforce.

11. NO REQUIREMENT TO EXHAUST REMEDIES

Prior to making any demand hereunder, the Lender shall not be required to take any step, make any demand upon, exercise any remedies or obtain any judgment against the Borrower, give notice to the Borrower or any other person under the Transaction Documents or otherwise and howsoever arising, or make or file any claim or proof in the dissolution or winding up of the Borrower or enforce or seek to enforce any rights under the Transaction Documents now or hereafter held by the Lender in respect of the Outstanding Amounts.

12. NOTICE OF DEMAND

12.1 Any Demand Notice, other notice, or any other communication under this Guarantee to the Guarantor shall be in writing and shall be sent at the following addresses of the Guarantor and the Lender:

To the Guarantor

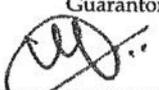
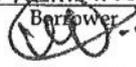
Address : Flat no 13/A, The Peregrine, 400 Veer Savarkar Marg, Prabhadevi, Mumbai, Maharashtra, 400025
 Email : kuldeep.jain@cleanmax.com
 Attention : Mr. Kuldeep Jain
 Telephone : +91 9820039444

To the Lender

Address : 360 One Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400013
 Email : varun.seth@360.one
 Attention : Mr. Varun Seth

To the Borrower

Address : 13/A, Peregrine Apt 400, Veer Savarkar Marg, Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400025
 Email : viren.shah@cleanmax.com
 Attention : Kuldeep Jain

Guarantor	10 Lender	For KEMPINC LLP Borrower
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If a Demand Notice to the Guarantor is delivered by hand or email during the normal business hours of the intended recipient, it shall be deemed to have been received at the time of delivery and otherwise on the next Business Day. If a Demand Notice to the Guarantor is sent by registered post (with acknowledgement due) or by first class courier, it shall be deemed to have been delivered to the Guarantor on the date of receipt of acknowledgment by the Guarantor and/ or Lender and/or Borrower. Further, it is hereby clarified between the Parties hereto that the Lender can directly give any notice under this Guarantee without issuing it through the Lender and the Guarantor agrees to the validity of such notices and communications.

13. RIGHT OF SET-OFF AND LIEN

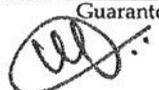
The Lender shall, upon occurrence of an Event of Default and until the satisfaction in full of all the Outstanding Amounts, have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on any monies, securities, bonds and all other assets, documents and properties held by / under the control of the Lender (whether by way of security or otherwise pursuant to the Transaction Documents entered/ to be entered into by the Guarantor in any capacity), to the extent of all outstanding dues, whatsoever, arising as a result of any of the Lender's services extended to and / or used by the Guarantor and/ or as a result of any other facilities that may granted by the Lender to the Guarantor. The Lender' rights hereunder shall not be affected by the Guarantor's bankruptcy/insolvency/lunacy.

14. PAYMENTS

- 14.1 All payments under this Guarantee will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any Applicable Law then in effect. If the Guarantor is required to make any Tax Deductions from any payments to the Lender, he shall make that Tax Deduction, make payment of the Tax so deducted to the relevant Tax authority within the time period prescribed under Applicable Law and deliver to the concerned Lender entitled to the payment, a tax deduction certificate in the format prescribed under Applicable Law (the "TDS Certificate") or such other form of confirmation as per Applicable Law, within the timelines prescribed under Applicable Law.
- 14.2 The Guarantor shall, promptly upon becoming aware that he must make a Tax Deduction in respect of any payment by the Guarantor under the provisions of this Guarantee, notify the Lender accordingly.

15. TAXES AND EXPENSES

The Guarantor shall pay all Taxes, stamp duty, fees, penalties, or other charges payable on or in connection with the transactions contemplated hereunder and the execution of this Guarantee. If the Guarantor fails to pay the costs, charges, expenses, and Taxes payable as aforesaid, then the Lender may (*but is not obliged to*) pay such amounts, on behalf of the Guarantor. The Guarantor shall, from time to time, forthwith on demand made by the Lender together with official receipt or other documentation evidencing such payment, pay to or reimburse the Lender and/or its nominees, agents, representatives, or advisers any money paid by the Lender as aforesaid. The Guarantor agrees to indemnify the Lender against all or any levies (including stamp or documentary Taxes) incurred in connection with this Guarantee and all costs, expenses or charges relating to or arising out of this Guarantee including all or any Taxes and costs, expenses or charges incurred in connection with the preservation or enforcement of the rights of the Lender.

Guarantor 	Lender	For KEMPING LLP  Designated Partner
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16. REPRESENTATIONS AND WARRANTIES

The Guarantor hereby makes the following representations and warranties on behalf of itself, which representations and warranties shall be deemed to be repeated on each day (with respect to the facts and circumstances then existing) until the Final Settlement Date.

The Guarantor represents and warrants to the Lender as of the date of this Guarantee that:

(a) *Status of the Guarantor*

- (i) The Guarantor is of sound mind, is competent to contract and has power and authority to own properties and assets and to transact the business in which he is engaged. The Guarantor has the power to enter into, perform, and deliver and to comply with the provisions of this Guarantee;
- (ii) the Guarantor is an Indian citizen and a person resident in India under the Applicable Law including the Foreign Exchange Management Act, 1999 (as amended from time to time) and shall remain an Indian citizen and a person resident in India, until the Final Settlement Date; and
- (iii) the Guarantor has obtained all third-party approvals and consents as may be required under any agreement entered into with, or deed or other instrument in favour of, any Person, including necessary consents from creditors/lenders or any third persons with whom the Guarantor has entered in contractual arrangements for the execution, delivery and performance of this Guarantee and all such approvals and consents are valid and subsisting.

(b) *Binding Effect*

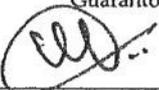
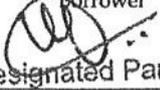
This Guarantee has been duly executed and delivered by the Guarantor and constitutes the legal, valid, and binding Outstanding Amounts of the Guarantor, enforceable against the Guarantor, and the respective estate, effects, and successors of the Guarantor, in accordance with the terms of this Guarantee.

(c) *No Contravention*

The execution, delivery and performance of this Guarantee and all instruments and agreements required hereunder do not and would not contravene, violate or constitute a default under: (i) any provision of any agreement or other instrument to which the Guarantor is a party or by which the Guarantor and/or his assets are or may be bound; (ii) any treaty or Applicable Law applicable to the Guarantor; or (iii) any judgment, award, injunction, order or decree binding upon the Guarantor or his assets.

(d) *No Default*

No event has occurred and is continuing which constitutes or which, upon the lapse of time or the giving of notice or both, would become an Event of Default relating to the Guarantor under the Transaction Documents or a default under any agreement, mortgage, guarantee, indenture, note or other instrument to which the Guarantor is a party or by which the Guarantor or his assets are or may be bound.

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(e) *Compliance with Laws*

The Guarantor is in material compliance with Applicable Law. Further, no regulatory approval is required to execute this Guarantee.

(f) *Solvency*

The Guarantor hereby represents that the Guarantor is fully solvent and is not declared insolvent or bankrupt by any order of a court and no proceedings in relation to bankruptcy or insolvency are pending against the Guarantor.

(g) *Immunity*

The Guarantor has no immunity and the waiver of immunity by the Guarantor herein is legal, valid, binding, and enforceable and the Guarantor is not entitled to claim for himself or any of his assets any right of immunity from suit, execution, attachment prior to judgment, attachment in aid of execution or any other legal process with respect to his Outstanding Amounts under the Guarantee in any jurisdiction. The Guarantor hereby waives any rights available to him as surety under the provisions of the Indian Contract Act, 1872 or its statutory modification or re-enactment thereof especially but not limited to those arising under Sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.

(h) *Genuineness of Documents*

All documents provided by the Guarantor in connection with this Guarantee are genuine and the Guarantor has not entered into any fraudulent transaction or arrangement with any Person.

(i) *No Misrepresentation*

(i) All information communicated to or supplied by or on behalf of the Guarantor to the Lender from time to time in a form and manner acceptable to the Lender, is true, correct, and complete in all respects as on the date on which it was communicated or supplied; and

(ii) No event has occurred since the date of communication or supply of any information to the Lender which renders such information untrue or misleading in any respect.

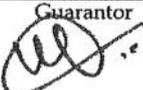
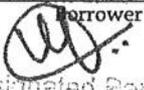
(j) *Validity and Admissibility in Evidence*

(i) All consents required:

(A) to enable the Guarantor to lawfully enter into and comply with his obligations in this Guarantee;

(B) to make this Guarantee admissible in evidence in their jurisdiction;

(C) to ensure that the obligations of the Guarantor under this Guarantee are legal, valid, binding, and enforceable,

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have been obtained or effected and are in full force and effect and this Guarantee is in a proper form for its enforcement in India.

(ii) No consent is required from any Person (including any creditor or lender or investors of the Borrower or the Company or any of their Affiliates) or any Governmental Authority or any third person for the Guarantor to lawfully enter into and comply with its obligations in this Guarantee.

(k) *Governing Law*

The Guarantor confirms that the choice of law as specified in Section 23 (*Governing Law and Enforcement*) will be recognized and enforced in India and is valid and binding on the Guarantor.

(l) *Representations under the Transaction Documents*

The Guarantor is aware of the representations and warranties made or deemed to be made in the Transaction Documents, including those that are made in respect of the Guarantor, and confirms the accuracy thereof.

(m) *Opinion of the Lender to be binding in case of a Dispute*

In the event of any disagreement or dispute between the Lender and the Guarantor regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Guarantor.

(n) Any disputes between the Guarantor and the Borrower shall not impact or affect the enforceability or performance of the Guarantor under the Guarantee.

(o) *No proceedings pending or threatened*

(i) There are no legal proceedings, present or threatened (in writing), against the Guarantor, which may have an effect on the enforceability or performance of the Outstanding Amounts of the Guarantor under the Guarantee.

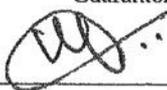
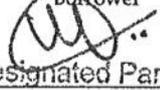
(ii) The Guarantor is not aware of any circumstances against the Guarantor which are likely to give rise to any such litigation, proceeding, investigation or inquiry, which is likely to have a Material Adverse Effect.

(p) *Net worth*

The Guarantor hereby represents and warrants that his net worth (as determined by the Lender) shall not fall below the Outstanding Amounts until the Final Settlement Date.

(q) *Event of Default*

The Guarantor hereby agrees that breach of any of the terms herein shall constitute an Event of Default under the Master Financing Agreement.

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(r) *Material Adverse Effect*

There are no facts or circumstances, conditions, or occurrences in relation to the Guarantor which constitutes a Material Adverse Effect in relation to this Guarantee.

(s) *No Agreements or Instruments*

There are no agreements or instruments which have been executed by the Guarantor which has the effect of amending or modifying this Guarantee.

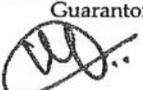
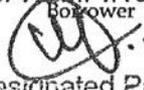
(t) *No fraudulent transaction*

No act of fraud, embezzlement, misstatement, misappropriation or siphoning off funds or revenues or any other act having a similar effect has been committed by the Guarantor.

(u) *General*

- (i) The Guarantor hereby represents that apart from the personal guarantee(s) furnished in favour of SBICAP Trustee Company Limited for securing the obligations of Cleanmax IPP1 Private Limited (details of which are provided in Schedule III hereunder), there are no other guarantees or letter of comforts or such other undertakings/contractual comforts provided to third parties.
- (ii) The Guarantor represents and warrants that he has the financial ability and capacity to discharge all the actual and contingent liabilities, assumed by him, as of the date of this Guarantee, and henceforth the Guarantor undertakes that he shall not incur any obligation which might impact the performance of his Outstanding Amounts under this Guarantee.
- (iii) The Guarantor further represents, warrants and agrees that for the purpose of making an acknowledgement or making a payment, the Borrower shall be deemed to act as the Guarantor's duly authorized agent in that behalf for the purposes of Sections 18 and 19 of the Limitation Act, 1963.
- (iv) The Guarantor hereby agrees and undertakes that his legal heirs shall be liable with respect to the Outstanding Amounts to the extent of assets/properties they inherit from the Guarantor or as a beneficiary of any trust set up by the Guarantor but not from their personal assets.
- (v) The Guarantor acknowledges that the representations and warranties, when made or deemed to be made, are an integral part of this Guarantee and the Lender has agreed to provide Loan on the basis of such representation and warranty.
- (vi) Each of the representations and warranties are independent and shall not be treated to be qualified by any actual or constructive knowledge on the part of Lender or any of his agents, representatives, officers, employees, or advisers.

17. COVENANTS

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17.1 The Guarantor hereby to be in compliance with the following covenants, from the date of this Guarantee and until the Final Settlement Date:

(a) *Outstanding Amounts under Transaction Documents*

(i) He shall strictly observe, perform and comply with his obligations as set out in each of the Transaction Documents, as if the Guarantor was a party to the Transaction Documents. For this purpose, it shall be deemed that all such obligations are incorporated into this Guarantee by reference. Without prejudice to the generality of the aforesaid, the Guarantor hereby irrevocably agrees and undertakes that:

a. the Guarantor, directly or indirectly, hold and continue to exercise Control over the Borrower and the Company and maintain majority interest in the Borrower and shall continue to be the promoter of the Borrower and the Company. The Loan/Facility shall be on a full recourse basis to the Guarantor and his assets and undertakings to the extent that the Lender receive the Outstanding Amounts in accordance with the Transaction Documents and further undertakes that additional funds shall be infused from time to time to meet the liabilities of the Borrower in a manner acceptable to the Lender; and

b. the Guarantor shall ensure that the Borrower is, at all times, in strict compliance with their respective obligations under the Transaction Documents.

(b) *Compliance*

He shall obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all approvals, authorizations, consents and licenses required under Applicable Law, so as to enable the Guarantor to lawfully enter into and perform his Outstanding Amounts under this Guarantee or to ensure the legality, validity, priority, enforceability or admissibility in evidence of this Guarantee in India.

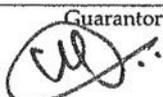
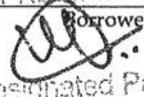
(c) *Notifications*

Without prejudice to other provisions of this Guarantee, the Guarantor shall:

(i) immediately inform the Lender of the imposition of, or change in, any Applicable Law materially affecting the Guarantor;

(ii) promptly inform the Lender of the occurrence of any other matter which has caused or is reasonably likely to cause a Material Adverse Effect;

(iii) notify the Lender as soon as he becomes aware of the occurrence of any event which, upon the lapse of time or the giving of notice or both, would become: (A) an Event of Default relating to the Guarantor under the Transaction Documents; (B) any other Event of Default under the Transaction Documents; or (C) a breach or default under this Guarantee, or any event which interferes or threatens to interfere, with the performance by the Guarantor or his Outstanding Amounts under this Guarantee;

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- (iv) promptly inform the Lender of any litigation, arbitration or administrative proceeding or other dispute involving the Guarantor or the Company or the Pledged Securities;
- (v) obtain prior written consent of the Lender for availing any Financial Indebtedness, guarantees to be extended by him and/or providing any other undertakings, contractual comforts or other arrangements and/or any change of the partnership interest of the Guarantor in the Borrower; and
- (vi) promptly inform the Lender of any other event or circumstance which could have a Material Adverse Effect.

(d) *No Commission*

He has not received and shall not receive any commission from the Lender for giving this Guarantee so long as the Outstanding Amounts remain due and payable by the Borrower to the Lender under the Transaction Documents.

(e) *Subordination Deed*

The Guarantor shall enter into such deed(s) of subordination as may be required by the Lender in respect of such indebtedness as may be owed to the Guarantor by the Borrower.

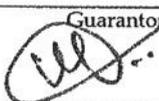
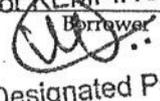
(f) *Subordination*

- (i) The Guarantor shall ensure that (i) all the claims of the Borrower against the Guarantor; and (ii) all the claims of the Guarantor against the Borrower, whether under any of the Transaction Documents or under any other arrangement, are subordinated in favour of the Lender till the Final Settlement Date or till such time any amount under the Loan is outstanding and such amount is discharged in full to the satisfaction of the Lender.
- (ii) Any indebtedness of the Borrower to the Guarantor, if the Lenders so require shall be collected, enforced and received by the Guarantor as trustee for the Lender and shall be paid over to the Lender on account of the indebtedness or liabilities of the Borrower to the Lender under the Master Financing Agreement and other Facility Documents but without reducing or affecting in any manner the Guarantor's liabilities hereunder. Any security now or hereafter held by or for the Guarantor from the Borrower in respect of any liabilities shall be held in trust for the Lender for the benefit of the Lender.

(g) *No Pledge/Encumbrance*

The Guarantor hereby irrevocably covenants and undertakes that he shall not except with the prior written consent of the Lender pledge/charge or create any security interest or any other Encumbrance over its assets till the Final Settlement Date.

(h) *No Indebtedness*

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Guarantor	Lender	For KEMPINC LLP Borrower Designated Partner
		

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Save and except for the Permitted Financial Indebtedness, the Guarantor shall not without the prior written consent of the Lender avail any Indebtedness/Financial Indebtedness (including providing any guarantees, contractual arrangements or undertakings) in favour of any third person.

(i) *Residency*

During the currency of this Guarantee, the Guarantor shall have his residence in India.

(j) *Filings with Information Utility*

The Guarantor hereby gives specific consent to the Lender for disclosing and submitting the 'financial information' as defined under the Insolvency Code, from time to time, to any Information Utility and hereby specifically agrees to promptly authenticate the 'financial information' submitted by the Lender, as and when requested by the concerned Information Utility.

(k) *Guarantee*

(i) The Guarantor shall comply in all respects with the provisions of this Guarantee.

(ii) The Guarantor shall ensure that the Guarantee is maintained in full force and effect.

(iii) The Guarantor covenants that there are no agreements or instruments which have been executed by the Guarantor which have the effect of amending or modifying this Guarantee.

(iv) The Guarantor shall ensure that the validity and enforceability of this Guarantee is maintained and shall take all steps necessary, including executing further documents, for this purpose.

(l) *Other Covenants*

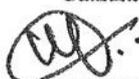
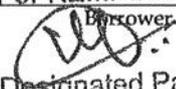
(i) The Guarantor shall not contest any statement issued by the Borrower declaring its indebtedness or liability and will consider the same as conclusive for discharge of the Guarantee.

(ii) The Guarantor hereby confirms that as on date of this Guarantee, the aggregate Financial Indebtedness (including guarantees or letter of comforts or such other undertakings/contractual comforts provided to third parties) incurred by the Guarantor ("Existing Indebtedness") is as provided in Schedule II (*Existing Indebtedness of the Guarantor*).

17.2 **Negative Covenants**

The Guarantor hereby covenants that till the Final Settlement Date, without the prior written approval of the Lender, it shall not take any action set out below:

(a) permit or cause to be done any act or thing, whereby payment of any Outstanding

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Guarantor 	Lender	Borrower  Designated Partner

Amounts herein may be hindered or delayed or which may have the effect of adversely affecting any of the rights of the Lender under the Transaction Documents;

- (b) enter into any agreement or obligation, the performance of which would result in a breach of any provision of this Guarantee or any other Transaction Document or would result in an Event of Default;
- (c) undertake any act, deed, matter or thing which may lead to change in the Control of the Borrower or the Company;
- (d) enter into any amendments/restatements/supplements/termination of the Shareholders' Agreement or the constitutional documents of the Borrower which would impact the obligations of the Guarantor under the Facility Documents;
- (e) enter into any amendments/restatements/supplements/termination of the Shareholders NOC.
- (f) exercise any voting powers or pass any resolution in relation to the Pledged Securities or exercise any such right or take any such action which shall impact the Pledged Securities or the performance of its obligations under the Facility Documents;
- (g) save and except for the Permitted Financial Indebtedness, avail any Financial Indebtedness or provide any guarantees, undertakings or any other contractual arrangements in favour of any third party
- (h) initiate any proceedings or take any steps towards the winding up or liquidation or initiate any other similar proceedings against the Borrower or the Company;
- (i) use any of its assets and take recourse of its assets/cash flows of the Borrower for settlement of any arbitration award or any order under any legal proceedings, passed against the Guarantor;
- (j) resign (or permit to be removed) as a partner of the Borrower or from the board of the Company.

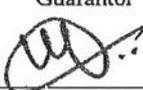
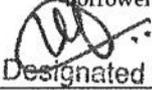
18. REINSTATEMENT

Where any discharge, release or arrangement (whether in respect of the Outstanding Amounts of the Borrower or any security for those Outstanding Amounts or otherwise) is made by the Lender, in whole or in part or any arrangement is made on the basis of any payment, security or other disposition, which is subsequently avoided or must be restored as a result of any applicable insolvency, liquidation, bankruptcy or equivalent proceedings or otherwise, then the liability of the Guarantor under this Guarantee shall continue or shall be reinstated (as the case may be) as if such discharge or arrangement had not occurred.

19. ACKNOWLEDGEMENT OF DEBT

With respect to the Outstanding Amounts, each of the following shall also be binding and conclusive on the Guarantor:

- (a) any admission or acknowledgement, in each case in writing from the Borrower, of its

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outstanding aggregate liability under the Master Financing Agreement or any Transaction Document to Lender;

- (b) any judgment or order obtained by the Lender against the Borrower in respect of its outstanding aggregate liability under the Master Financing Agreement; and
- (c) any proof of debt admitted in any event of insolvency, insolvency resolution, winding-up, liquidation or any other similar proceedings in relation to the Borrower.

20. DISCLOSURE OF INFORMATION

The Guarantor hereby:

- (a) agrees and consents to the disclosure by the Lender of all or any such information and data relating to the Guarantor, the Loan, and default, if any, committed by the Guarantor in discharge of any of his Outstanding Amounts under any of the Transaction Documents, as such Lender may deem appropriate and necessary to disclose and furnish to the CIBIL, Credit Information Companies (CIS) or any institution or any other agencies authorized in this behalf by the RBI or any other agencies authorized under the Applicable Law;
- (b) agrees and consents to the disclosure by the Lender of all or any such information and data relating to the Guarantor, the Loan/Facility, and default, if any, committed by the Guarantor in discharge of any of his Outstanding Amounts under any of the Transaction Documents, as the Lender may deem appropriate and necessary to disclose and furnish to the Lender and to any other agency authorized by the Lender;
- (c) declares that the information and data furnished by him to the Lender was true and correct as of the date such information and data was provided to the Lender or, where such information and data relate to a specific date or period, on such date or in respect of such period;
- (d) undertakes that CIBIL and any other agency so authorised may use and process the said information and data disclosed by the Lender in the manner as deemed fit by them and 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; and
- (e) agrees that any of the Lender shall be entitled to exchange information regarding the Guarantor's accounts with other banks, as and when required in accordance with applicable regulations including for the avoidance of doubt, in accordance with relevant RBI circulars as amended, restated or replaced from time to time.

21. ASSIGNMENT AND TRANSFER

The Guarantor shall not assign or otherwise transfer all or any part of his rights and Outstanding Amounts under this Guarantee. The Guarantor hereby agrees and covenants that in the event the Lender are substituted, for any reason whatsoever, then and in such an event, the entire rights and Outstanding Amounts of the Parties under this Guarantee shall be assigned to such substituted lender and the Guarantor shall co-operate to bring such assignment into effect without demur or protest. References to Lender hereunder shall be deemed to include any assignee or successor or transferee of the Lender.

For KEMPINC LLP

KJ Guarantor 	Lender	 Borrower Designated Partner
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The Lender shall be entitled to assign, transfer or novate all of its rights under this Guarantee to any third party without the consent of the Guarantor.

22. AMENDMENTS AND WAIVER

Any term of the Guarantee may be amended or waived with the written agreement of the Guarantor and the Lender.

23. GOVERNING LAW AND ENFORCEMENT

23.1 Governing law

This Guarantee and the rights and Outstanding Amounts of the Parties hereunder shall be construed in accordance with, and governed by the laws of India.

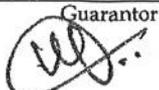
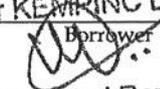
23.2 Enforcement

- (a) The Guarantor agrees that the courts and tribunals of Mumbai/ Delhi have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee (including a dispute regarding the existence, validity or termination of this Guarantee) and that accordingly any suit, action or proceedings (a "Dispute") arising out of or in connection with this Guarantee may be brought in such courts or the tribunals and the Guarantor irrevocably submits to and accepts for himself and in respect of his property, generally and unconditionally, the jurisdiction of those courts or tribunals.
- (b) The Guarantor irrevocably waives any objection now or in future, to the laying of the venue of any Dispute in the courts and tribunals at Mumbai / Delhi, India and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Dispute brought in the courts and tribunals at Mumbai/ Delhi, India may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be binding and conclusive evidence of such judgment, or in any other manner provided by Applicable Law.

24. TERMINATION

- 24.1 This Guarantee shall automatically terminate on the Final Settlement Date, as confirmed in writing by the Lender. If subsequently any payment made by the Guarantor and/or any person on his behalf to Lender, is refunded/returned by Lender to the Guarantor or any of them and/or any other person due to insolvency or liquidation, or otherwise is invalid or ineffective, for any reason including as a result of insolvency, breach of fiduciary or statutory duties or any similar event, the Guarantor shall on demand by Lender be under an obligation to pay the amount refunded/ returned by Lender as if the payment or discharge had not occurred.
- 24.2 Pursuant to Section 24.1, if requested by the Guarantor, the Lender shall, at the cost of the Guarantor, provide reasonable assistance including execution and provision of documents, certificates and other materials reasonably requested by the Guarantor for evidence of termination of this Guarantee.
- 24.3 Without prejudice to any other right available to the Lender in law or under equity, the Guarantor hereby agrees to compensate and indemnify and keep indemnified, defend and hold

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KJ Guarantor 	Lender	FOR KEMRING LLP Borrower  Designated Partner
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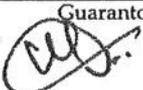
harmless the Lender on demand, from and against any and all losses, liabilities and damages, and other costs or expenses (including, without limitation to, attorneys' fees and expenses) based upon, arising out of, or in relation to or otherwise in respect of any inaccuracy in any representation or any breach of warranty, covenant, or obligation under this Guarantee.

24.4 Without prejudice to the liability of the Guarantor as stated hereunder, the Guarantor shall default the Lender in the event of any failure to honour any terms of this Guarantee, such failure may be treated as an Event of Default under the Transaction Documents entailing any or all of the consequences of the Event of Default thereunder and the Lender shall thereafter be entitled to take such actions against the Borrower as it deems fit, besides any action it may take against the Guarantor on account of the default by the Guarantor.

25. COUNTERPARTS

This Guarantee may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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KJ	22	FOR KEMPING LLP
Guarantor 	Lender	Borrower  Designated Partner

SCHEDULE I

FORM OF DEMAND NOTICE FOR LOAN

To:
[Insert name of Guarantor]


#7 (2)

Dated: [●]

Dear Sirs,

Re: Demand under Deed of Guarantee dated 22-07, 2025 executed by the Guarantor in favour of the Lender.

Reference is made to the Guarantee dated 22-07, 2025 (the "Guarantee") executed by you in favour of [●] (Lender), in respect of the Outstanding Amounts of 670 Crores (the "Company/Borrower") under the Master Financing Agreement dated, 22-07, 2025 entered into among *inter alia* the Lender and the Borrower ("Master Financing Agreement").

An amount of INR [●] (Rupees [●] only) is due and payable by the Borrower. We hereby call upon you to pay an amount of INR [●] under the Guarantee in accordance with Section 3 of the Guarantee to the following account within [●] days from the date of this notice:

Bank: []
Branch: []
SWIFT Code: []
Address: []
Account name: []
Account number: []
Payment ref: []

[In addition to the above, Default Interest amounting to [●] at the rate of [●] from [●] until the date of payment, is due and payable by you.]

Capitalized terms used herein shall have the meaning given to them in the Guarantee.

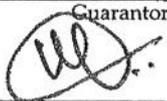
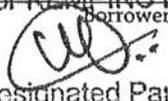
By: []

(Authorized Signatory)
[Insert details of the Lender]

For KEMPINC LLP

Designated Partner

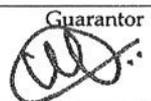
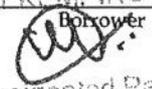
KJ

Guarantor 	23 Lender	For KEMPINC LLP Borrower  Designated Partner
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SCHEDULE II
EXISTING INDEBTEDNESS OF THE GUARANTOR

Company	Lender	Principal O/S as on June-25 (in crores)
Cleanmax IPP1 Private Limited	State Bank of India	138.52

K5

Guarantor 	24 Lender	For KEMPINC LLP Borrower  Designated Partner
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SCHEDULE III

DETAILS OF EXISTING GUARANTEES

1. Deed of guarantee dated July 31, 2017 executed by Mr. Kuldeep Jain in favour of SBICAP Trustee Company Limited pursuant to the facility agreement dated July 31, 2017 executed between Cleanmax IPP1 Private Limited and State Bank of India.
2. Deed of guarantee dated March 28, 2019 executed by Mr. Kuldeep Jain in favour of SBICAP Trustee Company Limited pursuant to the facility agreement dated March 28, 2019 executed between Cleanmax IPP1 Private Limited and State Bank of India.
3. Deed of guarantee dated March 21, 2020 executed by Mr. Kuldeep Jain in favour of SBICAP Trustee Company Limited pursuant to the facility agreement dated March 21, 2020 executed between Cleanmax IPP1 Private Limited and State Bank of India.

KJ

Guarantor 	25 Lender	For KEMPING LLP  Designated Partner
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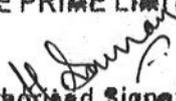
IN WITNESS WHEREOF the Parties have executed this Guarantee on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by the within named **Kuldeep Jain**, in his capacity as the **Guarantor**.



SIGNED AND DELIVERED by the within named **360 ONE Prime Limited** as the **Lender** by the hand of _____, an authorised official of the Lender.

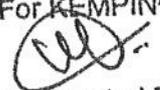
360 ONE PRIME LIMITED



Authorised Signatory

SIGNED AND DELIVERED by the within named **Kempinc LLP** as the **Borrower** by the hand of _____, an authorised official of the Borrower.

For KEMPINC LLP



Designated Partner