

Annexure 1.

Section-5: Formats

Undertaking

(To be forwarded on the letterhead of the Bidder)

1. We hereby confirm that _____ (Insert the name of Bidder) is a scheduled commercial bank/Indian Financial Institution.
2. We have examined the RFP document including addendum(s)/Corrigendum(s), if any, and undertake to abide by the same.
3. We solemnly undertake and confirm our acceptance of the terms of the Loan as mentioned in Annexure-2.
4. We solemnly undertake and confirm our unqualified acceptance to the fact that KAPL reserves the right to decide the time and amount of Loan to be availed after the opening of the bids within the Loan of Rs. **436 crore** of the project Cost.
5. We solemnly undertake and confirm our unqualified acceptance to the fact that KAPL reserves the right to reject any or all the bids without assigning any reason.

(Name and signature of Authorised Signatory)

(Name of the Bidder)

(Address of the Bidder)

(Seal the Bidder)

Term Sheet*(To be forwarded on the letterhead of the Bidder)*

| | | |
|-----------------------------------|---|-----------------------------|
| Borrower | <i>Karnataka Antibiotics and Pharmaceuticals Ltd (KAPL)</i> | |
| Nature of Loan | Term Loan | |
| Amount | Up to INR 436 crore | |
| Purpose | For 7-ACA Project (7-Aminocephalosporanic Acid) located at DMIC Vikram Udyogpuri Ltd, Ujjain, Madhya Pradesh | |
| Interest (To be serviced monthly) | Bank's MCLR/Financial Institution's INTERNAL BENCHMARK RATE in %age Plus Spread in %age | |
| Interest reset | Annually, commencing from anniversary of first disbursement. | |
| Period of Loan | Door to Door Tenure | 15 Years |
| | Expected Date of Completion of Project | December 2025 |
| | Principal Moratorium Period | 3 Years from first drawdown |
| Repayment terms | <p>Principal shall be repaid after 3 years from the first drawdown on monthly basis Expected date of first repayment – October 2027 <u>Indicative Schedule as below:</u></p> <ol style="list-style-type: none"> 8 % of loan amount each year for the first 5 years (i.e. 40 % in first 5 years). 8 % of loan amount each year for the next 5 years (i.e. 40 % in next 5 years) 10 % of loan amount each year for the last 2 year (i.e. 20 % in last 2 years) | |
| Security – Prime | Exclusive charge on all immovable/moveable assets of the project 7-ACA Project (7-Aminocephalosporanic Acid) located at DMIC Vikram Udyogpuri Ltd, Ujjain, Madhya Pradesh | |
| Collateral Security | NIL | |
| Up Front Fee/ Processing Fee | NIL | |
| Prepayment Charges | NIL | |
| Commitment Charges | <p>NIL Note:</p> <ol style="list-style-type: none"> KAPL may, in a future date, decide to avail only a part of the sanctioned amount. In such case, KAPL shall not be liable to pay any charge(s)/claim(s)/levy. KAPL shall not be liable to pay any charge(s)/claim(s)/levy other than the interest on loan. | |
| Default Interest Rate | The Borrower shall pay default interest at the rate of 1% p.a. over and above the Applicable Interest Rate, in case of default in payment of interest, principal or any other monies due on their respective dates, for the period of such default, | |
| Stamp Duty | KAPL will bear the stamp duty charges on loan documentation. No other charges shall be borne by the KAPL, the same shall be on account of the lender. Legal counsel fees, fees for lenders engineers, inspection fees etc. will have to be borne by the bidder/lender. | |
| Any other fee | Not acceptable | |

| | |
|----------------------|---|
| Validity of Sanction | 12 Months |
| Availability Period | The Loan shall be available for draw-down till 24 months from the date of Execution of the Loan Agreement. |
| Drawdown* | In multiple tranches (First draw down expected within 3 months from the date of Execution of the Loan Agreement). |
| Governing Law | Indian Law and Jurisdiction Indian Courts-Bengaluru |

* Drawdown schedule shall be finalized on mutual discussion with the successful lender(s) at the time of entering into Loan agreement as the case may be

± KAPL reserves the right to draw lesser amount than the loan tied amount based on the project requirements. The schedule of drawdown shall also be flexible and subject to change as per requirements of the Project.

(Name and signature of Authorised Signatory)

(Name of the Bidder)

(Address of the Bidder)

(Seal the Bidder)