

Ref No : 802037420

Date : 30-Jul-2025

To,  
Gaudium Ivf And Women Health .Limited  
B-1/51 Janakpuri  
New Delhi  
New Delhi  
Delhi 110058

For Gaudium IVF and Women Health Limited

Dear Sir(s)

  
Director

**Subject: Sanction of Credit Facilities**

**Kind Attention:** Manika Khanna, Peeyush Khanna, Vishad Khanna

With reference to your request, we are pleased to sanction the following credit facilities as per the terms and conditions given here under:

This sanction is subject to the acceptance of Terms and conditions mentioned in this sanction letter and more particularly detailed in the Facility documents/Master Facility Agreement and submission of required documents, detailed below, unless specifically waived by the Bank.

- Borrower** : Gaudium Ivf And Women Health Limited
- Proprietor/ Partners/Promoter Directors** : Manika Khanna, Peeyush Khanna, Vishad Khanna
- Guarantors** : Manika Khanna, peeyush Khanna, vishad Khanna
- Total amount sanctioned** : 75000000.00 ( SEVEN CRORE FIFTY LAKH )

**5. Details of Credit facilities sanctioned**

Sr No	Credit Facility	Type Of Limit	Currency	Limits ( amount in Lacs)	Total ROI (Percentage per annum) (Floating rate)	Current Reference Rate %	BG/LC Commission (%)	Tenor (Month / Days)	Valid Upto
1	Meod	Main Limit	INR	750.00	.8.75 % , The spread of 3.25 plus repo rate applicble on the loan booking date			12	20-Aug-2026
	Total Limits		RS.	750.00					

For Gaudium IVF and Women Health Limited

  
Director

For Gaudium IVF and Women Health Limited

  
Director



In case of external benchmark; the Reference Rate shall be reset by the Bank once in three months or at such intervals as may be permissible under the RBI guidelines/regulations from time to time. In case of Reference Rate, the applicable Bank's internal benchmark Reference Rate shall be reset by the Bank in accordance with the tenure/tenor frequency of the reference rate. The Borrower hereby further agrees that the applicable interest rate shall change in accordance with every reset/change of the Reference Rate or change of the spread by the Bank. On the date of actual release of the loan / Credit limit in case the reference rate value changes

- "External Benchmark Rate" shall mean the reference rate as reset on each Reset Date, which as on the Execution Date is % (percent) per annum. Any change in the External Benchmark Rate in accordance with the terms of this Agreement shall be effective from the relevant Reset Date.
- "Interest Rate" shall mean the aggregate of the External Benchmark Rate (as applicable from time to time) and the Spread as applicable to the Loan.
- "Spread" shall mean the difference between the applicable Interest Rate and the External Benchmark Rate, which in respect of the Bank is % (percent) as on the Execution Date, or such other rate as may be reset by the Bank in accordance with the Loan Agreement and communicated to the Borrower by the Bank"
- "Spread Reset Date" shall mean any date on which the Bank has the right to reset the Spread in accordance with the terms and conditions of the Loan Agreement.
- The Bank shall have the right to reset the Spread in the event of any credit deterioration or increased credit risks during the period of the facility availed.
- The Bank may in its sole discretion prospectively increase/ decrease/ change the Spread suitably in the event of unforeseen or exceptional or extraordinary changes in the money market conditions taking place or occurrence of an increased cost event.
- Any change in the Spread as above shall be as communicated by the Bank to the Borrower, within 7 days from the Spread Reset Date and shall be effective from the calendar month immediately succeeding the calendar month in which such reset occurs.
- The Borrower hereby agrees and confirms that the Bank shall be entitled to reset the Reference Rate and Internal/External Benchmark Rate once in three months or at such frequency as may be permissible under the guidelines and/or regulations issued by the Reserve Bank of India (RBI) from time to time.
- The Borrower hereby further agrees and confirms that the Bank shall have right to change applicable Interest Rate in the event of the: (i) Enhancement by way of new facility in interim cum enhancement (ii) At the time of limit conversion (iii) Credit deterioration / Credit risks
- The Borrower hereby further agrees and confirms that the Bank may change the applicable Interest Rate on Loan in the event of any change in the Internal/External Benchmark Rate/Spread of the Bank on the date of disbursement of the Loan.

6. Purpose :

7. Interest payment : Monthly rests, unless otherwise specified. Interest needs to be serviced by the 3rd of every month.

**8. Fees & Charges**

Sr. No.	Fees / Charges	Amount (Rs.) / Rate (%)
1	PROCESSING FEES	0.20
2	RENEWAL FEES	0.20

**"All charges are exclusive of GST/Applicable Taxes, will be applied as applicable"**

9. Security -Primary : Card Receivable

10. Security -Collateral : Commercial, Personal Guarantee, Residential Property

For Gaudium IVF and Women Health Limited

For Gaudium IVF and Women Health Limited

*Manish*  
Director

Registered Address : HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India. Email ID:Loansupport@hdfcbank.com

Tel No:61606161 CIN(Corporate Identity Number):L65920MH1994PLC080618

*19/2/18*

Sr No	Property Description	Type of property (Residential / Commercial)	Property Owner Name	Type of Charge
1	Plot No. 19 Area Measuring 500 Sq. Mtrs. Situated At Block/pocket-s, Sector-20, Yelda, Distt. Gautam Budh Nagar, U. P Gb Nagar Gb Nagar Gautam Buddha Nagar Gautam Buddha Nagar Uttar Pradesh 201301		0	Equitable Mortg
2	Property No. 51 Janakpuri, Block-b-1, Happy Modal School Delhi Delhi 110058	Hospital Property	Manika Khanna	Equitable Mortg
3	Property No. 41, Block-a, Janakpuri, Ground Floor (without Roof/terrace Rights), The Layout Plan Of Chander Nagar Co-operative Housing Society Limited, Chander Nagar, Na Delhi Delhi 110058	Hospital Property	Manika Khanna & Peeyush Khanna	Equitable Mortg
4	Property No. A-41, Block-a, Janakpuri Front Side Second Floor (without Roof/terrace Rights), The Layout Plan Of Chander Nagar Co-operative Housing Society Ltd., Known As Chander Nagar, Hyper City Mall Delhi Delhi 110058	Hospital Property	Peeyush Khanna	Equitable Mortg

### 11. Other Covenants

- a) **Interest Servicing** : In case of a CC / OD facility, last day of every month. Interest to be serviced at the applicable date even if the utilization is within the sanctioned limits.
- b) **Stock Statement** : To be submitted \_\_\_\_\_ with ageing detail, on or before the 7th day of the month. < Only for CC facility >. The Book debts statements will not include receivables from affiliates of the borrower (including subsidiaries and employees.)

Sr No	Default in payment/non-compliance of terms and conditions of the Transaction Documents for which penal charges may be levied.	Penal Charges as applicable
1	Prepayment / Takeover charges	"Upto 4% of loan Principal outstanding for Term loan and 4% of the sanctioned amount for Working Capital Facility (plus taxes).  Micro and Small Enterprises, as per BCSBI guidelines, prepayment charges will not be levied if the said borrower is prepaying the floating rate loans and for fixed rates loans upto a cap of 50 lakhs to reduce the business liabilities.  Bank reserves the right to enquire or ask the documentary proof of source of funds for closure request of loans."
2	EMI bounce charges for term loans	Rs 450 (plus taxes) Per EMI bounce
3	Commitment Charges	If Average Utilization >= 60% then no charges, If Average utilization is < 60% then 0.500% per annum on the difference between actual utilization and expected average quarterly utilization i.e. 60%. These Charges will be levied on a quarterly basis (plus taxes) Applicable only for CC/OD facility
4	Late payment penalty on delayed payment of EMI-Term Loan	24% per annum (plus taxes) on the overdue EMI amount
5	Penal charges on customer exposures, overdue for renewal of credit facilities	0.075% fortnightly on the outstanding amount
6	Penal charges for customers not submitting the Letter Acknowledging their Debt (LAD)	@18% from the date of LAD overdue, subject to a minimum of Rs.2500 per month.
7	Incremental charges on Temporary overdrafts (TOD)	18% p.a. on TOD amount availed for the days, TOD is used.
8	Non-Submission of property/stock/Plant & Machinery insurance	0.075% fortnightly on the outstanding amount
9	Non-Submission of stock statement	0.05% of DP per Month
10	Maintaining Current Account with Other Bank while facility is granted under Sole Banking (Applicable where specific permission is not taken by the customer)	0.075% fortnightly on the outstanding amount
11	Not complying with documentation & any terms of sanctions for the credit facility.	0.075% fortnightly on the outstanding amount

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12	Intra-Day Peak utilization charges	18% per annum on the excess utilization over and above the set limit.
13	Processing fees and stamp duty	In case of enhancement, minimum charges of processing fees and stamp duty would be as per rates quoted above, which can be debited post request letter and approved sanction from the bank
14	Conversion Charges	@ 0.25% plus taxes as applicable on loan outstanding in case of Term loan and on sanctioned amount for other Working Capital Facility (e.g. Cash Credit / Overdraft etc.) or Rs. 10,000 plus taxes as applicable, whichever is higher.
15	Digital Renewals	Bank reserves the right to renew the existing facilities and also reserves the right to increase the interest rate and spread on or prior to digital renewal.
16	Failed takeover	In case of a failed takeover, Bank reserves the right to charge the Borrower 1% of the total limits sanctioned as failed takeover) charges.
17	UHFCE declaration	The Bank reserves the right to charge 0.075% fortnightly penalty charges on total sanctioned facilities for delay or non-submission of UHFCE before 7 th of next Month after every quarter. Borrower agrees that any intimation given by the bank shall be final and conclusive without production of proof.
18	Service charges – for processing physical stock statement	Rs. 500 for every physical stock statement collected or submitted
19	Stock Audit charges	For Sanction limits upto 5 Crore: Rs. 10,000/- plus taxes as applicable. For Sanction limits above Rs. 5 Crore: 14,000/- plus taxes as applicable. (** For the customers having multiple locations, stock audit charges to paid per number of visits at each factory, office, godown etc.)
20	Cersal Charges for creation/modification of security interest on collateral securities	Rs 100/- per Collateral security for each creation/ modification of charges
21	Renewal documents	Credit Facilities are payable on demand and are subject to annual renewal. Renewal documents are to be submitted 60 days prior to the valid upto date as mentioned in the facility details above. Bank reserves the right to charge 0.075% fortnightly penal charges on the outstanding amount in case the documents are not submitted within the due date. This would be over and above any additional charge, if any, that may have been levied to the customer

**12. Documentation** :

**13. Specific Conditions**

Sr. No.	Terms & Conditions / Undertaking
1	The Borrower hereby confirms that their business does not have any exposure to foreign currency as on date. The Borrower further confirms that it shall ensure to keep the Bank Informed if the Borrower enters into any business that has or leads to foreign currency exposure.

**Banking Method**

SOLE

**Additional**

**Additional Conditions**

**Credit Covenants**

**Credit Covenants**

**CAM Covenants**

For Gaudium IVF and Women Health Limited

*[Signature]*  
Director

*[Signature]*  
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Sr No	Nature of Covenant	Tracking Type	Due Date/No of days	Document Name	Terms and Conditions
1	DOCUMENT	PRE-DISBURSEMENT	-	UNDERTAKING	Client's U/T for- * Sales Projection To Be Met At Rs. 12000 Lacs In Fy 2026 (Excl Gst) * Interest Servicing To Be Done Within 3 Days Of Becoming Due * Mlb To Be Maintained At minimum of Rs. 4786.7 Lacs Till Currency Of Bank Finance. * to convert Unsecured Loans to Net worth in future if required * No current account with any other bank to be maintained & 100% sales to be routed through Hdfc Bank CC account only. * No External Funding Including Business Loan To Be Taken Without Prior Approval Of Hdfc Bank * No Diversion Of Funds To Be Done In Group Co'S If Any Or For Long Term Purpose. Cc To Be Utilised For Working Capital Only
2	DOCUMENT	PRE-DISBURSEMENT	-	UNDERTAKING	Undertaking to be held on records: 1. Complete Churn to be routed through MEOD limit a/c only. 2. Transactions / swipes to be routed through MEOD limit a/c only. 3. Sole banking and HDFC Bank's MEOD machines to be used
3	DOCUMENT	PRE-DISBURSEMENT	-	NIL FOREX EXPOSURE LETTER	U/t of nil unhedged forex exposure to be put in records.
4	DOCUMENT	PRE-DISBURSEMENT	-	CASH CREDIT LOAN CONDITION	Collateral will be Cross collateralised with M/s Gaudium International pvt ltd (LS ID: 19354981)
5	DOCUMENT	PRE-DISBURSEMENT	-	PRE SANCTION SITE VISIT REPORT	RM SVR to be put in records pre enhancement.
6	DOCUMENT	PRE-DISBURSEMENT	-	PRE SANCTION SITE VISIT REPORT	CM visit to be done pre enhancement.
7	DOCUMENT	PRE-DISBURSEMENT	-	COLLATERAL COVERAGE	19% Collateral coverage to be ensured on MEOD
8	DOCUMENT	PRE-DISBURSEMENT	-	PROCESS CHECKS - RBI/CIBIL/DEDUPE/N MAS	RCM approval for collateral coverage and MEOD multiplier to be part of case file.
9	DOCUMENT	PRE-DISBURSEMENT	-	PROCESS CHECKS - RBI/CIBIL/DEDUPE/N MAS	Mitgant of Income tax demand of Rs 2444.26 Lacs to be put in records prior to any disbursement.
10	DOCUMENT	PRE-DISBURSEMENT	-	COLLATERAL COVERAGE	LAP concurrence and coverage mail for sharing of charge on collateral to be part of case file.

**Declaration**

- Any increase in project cost on account of any item not listed in the project details submitted for evaluation and / or time or cost overrun will be funded by infusion of Long term funds by the promoter.
- The Term facilities needs to be availed within 1 year from the date of sanction of the Term Facilities and non availment of the said Term Facilities within one year from the date of sanction, will attract, additional fees 0.50% and revised rate of interest on such Term Facilities. The Bank hereby reserves the right to not disburse the unveiled amount post the 1 year availability period.
- No dividend to be declared/ no withdrawal in form of salary/remuneration/incentive/ commission by the promoters/ directors in case of Overdues with bank.
- None of the directors of the Borrower is a director or specified near relation of a director of a banking company.
- To route all sale proceeds through HDFC Bank only and other bank accounts to be closed within 1 month of disbursal / takeover.



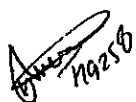
- 6 Promoters tangible net worth including unsecured loan to be maintained at Rs. \_\_\_\_\_ Lacs as on \_\_\_\_\_ during the currency of the overdraft.
- 7 No withdrawals of unsecured loans of Rs \_\_\_\_\_ Lacs during the tenure of the Credit facility
- 8 No interest to be paid on unsecured loans in case of any over dues with Bank.
- 9 Unsecured Loans will be converted into Equity as and when required to maintain a positive tangible Net worth.
- 10 The funds will not be utilized for any speculative, illegal and investing in Capital market purposes but will be utilized only for Working Capital Requirements.
- 11 The insurance on stock and property to be assigned in favor of HDFC Bank within 30 days after the date of disbursement in the event of noncompliance of the same HDFC Bank reserves the right to debit the credit facility A/c/Current account for the insurance premium and get the policy assigned in the favor of the bank.
- 12 Adequate Insurance policy for stock and property to be obtained and duly assigned in favour of the Bank. Policy to be submitted atleast 30 days in advance.
- 13 "Borrower is required to ensure the satisfaction of Charge in CERSAI registry on collateral offered as a security prior to release of facility and in case of take over from any other financial institution / Bank, such satisfaction of charge to be ensured within 10 days of facility closure with that Institution / Bank. Borrower to share relevant transaction and asset ids to HDFC Bank."
- 14 In case of MBA/ Consortium, on event of any additional borrowings by the customers, an upfront NOC/Pari passu needs to be taken from our Bank.

**14. Standard Terms & Conditions:**

- 1 In addition to evaluating various risks, the Bank, in addition follows the borrower grading to evaluate the credit proposal. The grading model covers both quantitative/financial factors relating to Leverage, Interest Coverage, Profitability, Debt Service Coverage etc as well as wide spectrum of qualitative factors such as Integrity, Borrower's market position, Management competence, Expectation of future performance etc. The detailed illustration of the parameters are available on Banks website on the link as given [http://www.hdfcbank.com/htdocs/common/pdf/Policy\\_Guidelines.pdf](http://www.hdfcbank.com/htdocs/common/pdf/Policy_Guidelines.pdf).
- 2 All Interest rates are linked to Reference Rate. The current Reference Rate ( \_\_\_\_\_ ) is \_\_\_\_\_ % per annum which shall be subjected to revision from time to time. The prevailing Reference Rate can be checked at our website [www.hdfcbank.com](http://www.hdfcbank.com). The interest payment frequency for the credit facilities is monthly in nature.
- 3 The facilities availed in foreign currency are linked to SOFR/ FCNR(B) or appropriate benchmark rates and are subject to availability of foreign exchange with the Bank. In case of facilities other than CC/OD, the rate will be decided at the time of availment of the facilities.
- 4 In event of Overdue Unserviced Interest Amount, Bank reserves the right to recover the monthly overdue interest amount on the 4th of the subsequent month from your current account under the same customer ID. This transaction will take place subject to the availability of funds in the current account. <Only for CC/OD facility>
- 5 The interest rate offered for Export Packing Credit and/or Post Shipment facilities is inclusive of subvention and is subject to guidelines stipulated by RBI from time to time. HDFC Bank Ltd. ('Bank') reserves the right to change this rate in case of export subvention being changed or withdrawn by RBI.

For Gaudium IVF and Women Health Limited

  
Director

  
19/2/20

- 6 Bank based on the representations made by the Borrower and the furnishing of financial statements by the Borrower has extended the above mentioned Credit Facilities. The commitment to the proposed facilities is subject to:
- a. Guarantors not to issue any Personal Guarantee for any other loans without prior written permission of HDFC Bank except for Car Loans, Personal loans, Home loans, Education loans to be obtained for self and family members
  - b. We are pleased to offer you a preferential rate of 8.75 interest for the above facilities. This will be incumbent upon your shifting all your business and family accounts to us and that HDFC bank will become your preferred bank for all your personal and business needs. The interest rate will be reviewed at the time of renewal every year.
  - c. Borrower shall not have any accounts with other Banks / Financial institutions (for sole banking).
  - d. Borrower shall not divert any funds to any purpose and launch any new scheme of expansion without prior permission of HDFC Bank.
- 7 Borrower is required to submit bank statements of other banks in the multiple banking arrangement / consortium alongwith stock and book debts statements every month. (for multiple banking arrangement / consortium).
- 8 Limits are reset on the basis of DP every month and there will be no separate intimation on the same.
- 9 Processing fees are not refundable once the loan has been sanctioned.
- 10 Credit Facilities are payable on demand and are subject to annual renewal. Renewal documents are to be submitted 60 days prior to the valid upto date as mentioned in the facility details above. Bank reserves the right to charge an additional 2% interest rate on the outstanding amount in case the documents are not submitted within the due date. This would be over and above any additional charge, if any, that may have been levied to the customer.
- 11 In case of takeover of facilities
- a) Failure to comply with the takeover formalities in respect of the facilities including creation and perfection of security in favor of the Bank will constitute an event of default under the facility documents executed by you with the Bank and the Bank shall be entitled to exercise all the rights available on the occurrence of an event of default, including without limitation our right to recall/ withdraw the amounts and to take steps (such as legal proceedings, enforcement of security etc.) to recover the amounts disbursed under the facilities
  - b) The Borrower to submit No Charge on asset/No Dues/Satisfaction of charge certificate from the existing Bank within 15 days of the first disbursement, failing which an additional interest of 2% on the outstanding amount would be charged to the borrower.
- 12 Laminated documents will not be accepted, Borrower needs to delaminate the same at his own expenses prior to loan disbursals or carry-out forensic test of the document by bank identified vendor. However please note bank reserves the right to accept the document based on the forensic report.
- 13 All documents evidencing "documents of title to immovable property" must be originals only. Bank reserves the right to accept certified true copy of any "documents of title to immovable property".
- 14 The Bank shall also be entitled and authorized to debit the Borrower's Current / Cash Credit/ Overdraft Account No. against Processing fees, Insurance Charges and any other fees/charges as applicable for releasing the facility
- 15 Prepayment / Takeover Charges:  
The Borrower shall give the Bank a minimum -30 days prior of its intention to prepay or foreclose whole or part of the Facility. 4% of the Overall Facility Limit will be charged.

**Borrowers classified as Micro and Small Enterprises (MSE)**

For borrowers classified as Micro and Small Enterprises, as per BCSBI guidelines, prepayment charges will not be levied if the said borrower is prepaying the floating rate loans and for fixed rates loans upto a cap of 50 lakhs to reduce the business liabilities. Bank reserves the right to enquire or ask the documentary proof of source of funds for closure request of loans

For Gaudium IVF and Women Health Limited

*[Signature]*

Director

Registered Address : HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India. Email ID:Loansupport@hdfcbank.com

Tel No:61606161 CIN(Corporate Identity Number):L65920MH1994PLC080618

*[Signature]*  
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- 16 The Bank will have the right to review its facilities in case of any change in the ownership of the Borrower enterprise. The Borrower to immediately inform HDFC Bank with regard to changes in the shareholding pattern, if any.
- 17 Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower shall be liable to execute appropriate loan documents as required by the Bank.
- 18 The Borrower shall also maintain adequate insurance on these stocks which are customarily insured with the name of the Bank as loss payee in all such policies and deliver to the Bank evidence of the same.
- 19 The Borrower shall not transfer, sell, lease, grant on license or create any third party interest of any nature whatsoever on the Security without the prior written consent of the Bank.
- 20 The Borrower to ensure that the stocks are stored in the premises as disclosed to HDFC Bank and such premises to be adequately insured.
- 21 All terms not specifically defined herein shall have the meanings as described to them in Schedule 1 here under written.
- 22 In the event of any change/addition in the premises where the stocks are stored, the Borrower shall provide prior information to HDFC Bank through a written communication to the concerned Relationship Manager/Branch. This communication has to reach the RM / Branch atleast 7 days prior to such change. The Borrower shall also maintain adequate insurance on the stocks as per the changed/added premises with the name of the Bank as loss payee in all such policies and deliver to the Bank evidence of the same.
- 23 Subsidy scheme undertaking (applicable only for subsidy related schemes) - This loan, as per the Bank internal assessment, is eligible to be governed under the \_\_\_\_\_. However as approval/ sanctions by \_\_\_\_\_ is under their sole discretion, the Bank being a nodal agency will not be held liable for any rejections/ future claims/ compensation whatsoever arising on account of such rejections. The Bank will endeavor to exercise its best efforts to dispatch/ deliver the documents to \_\_\_\_\_. The Bank, being a nodal agency, will not under any circumstances be liable for any delay/ non-receipt of documents at \_\_\_\_\_ regardless of the cause of such delays and any loss arising out of such delays.
- 24 The Bank reserves an unconditional right to cancel the undrawn/unused/unavailed portion of the loan/facility sanctioned at any time during the currency of the Loan/Facility, without any prior notice to the borrower. Such instances will be notified within 30 days. If such change is to your disadvantage, you may within 60 days and without notice close your account or switch it without having to pay any extra charges or interest.
- 25 The Borrower undertakes that no consideration whether by way of commission, brokerage fees or any other form, would be paid by the Borrower to the Guarantor in whatever form, directly or indirectly for the issuance of the guarantee as security for the Facility
- 26 All transaction of the borrower should be routed through HDFC Banking channel (for sole bank).

For Gaudium IVF and Women Health Limited

  
Director

  
17/02/18

- 27 The Borrower shall deliver to the Bank and where applicable, cause the Security Provider(s) to deliver to the Bank (such that, for the Security Provider(s), all references to the Borrower below shall be deemed to mean references to the Security Provider(s)), the following, in a form and content acceptable to the Bank:
- a) Certified true copy of the constitutional document and the proof of incorporation of the Borrower;
  - b) In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certified true copy of the resolution passed by the board of directors authorizing the negotiation and availing of the Facility on the terms of the Transaction Documents and the execution of the Transaction Documents and the execution of all other documents as may be required by the Bank in connection with the Facility;
  - c) In the event the Borrower is a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, a certificate from the statutory auditor that the availing of the Facility is within the limits set out under Section 180(1)(a) and 180(1)(c) of the Companies Act, 2013. The Borrower shall provide a certified true copy of a shareholders resolution approving the availing of the Facility by the Borrower;
  - d) Where the Borrower is:
    - (i) an individual and;
    - (ii) a partnership firm and any of the partners is a director or;
    - (iii) a joint stock company and any of its directors is a director or a specified near relation of a director of a banking company/ financial institution, or at any time during the currency of this Facility, becomes a specified near relation of a director of a banking company/ financial institution, details of the relationship of the Borrower with the director of the banking company/ financial institution; Provided that, in the event Clause (d) is not applicable and unless otherwise declared to the Bank in writing, the Borrower hereby declares that he is not a director or specified near relation of a director of a banking company/ financial institution.
- 28 Under sole Banking relationship, you shall deal with the Bank/HDFC Bank exclusively, post availing working capital credit facilities from HDFC Bank. Your entire business & personal family accounts relating to your activity should be restricted only through HDFC Bank.
- 29 Credit linked Insurance Policy declaration (Tick ( ) the option )
- a. The Borrower agrees to avail credit linked insurance policy assigned in favour of the Bank, to cover mortality risk on its /Partners/Directors life during the tenor of the credit facility.
  - b. The Borrower do not agree to avail credit linked insurance policy assigned in favour of the Bank, to cover mortality risk on its /Partners/Directors life during the tenor of the credit facility".
- 30 We are pleased to offer you a preferential rate of interest for the above facilities, considering your loan being classified under Priority sector lending. However, if the loan is reclassified into Non-PSL as per the guidelines/directions/rules/ regulations notified by RBI, the bank is entitled to modify the interest rate and reprice the above facilities (Except Term Loan) upwards by 100 basis points at the time of renewal of the facilities and the Borrower agrees and confirms to pay interest as per such modified interest rate on the facilities and related amounts on and from the date of such modification. (Applicable only for PSL classified customers).
- 31 HDFC Bank would levy Annual charges, Pre closure charges and Penal charges in case of an Event of default, as per the Facility documents/Master Facility Agreement/Term Loan Agreement.
- 32 Property documents not collected beyond 60 days will attract custody charges as applicable (please refer to the Charges section @ HDFC Bank website).
- 33 In case of strike off notice raised by MCA then bank will intimate and block the exposure within 30 days.
- 34 We have offered you preferential rate for trade charges basis that all the trade transaction shall be requested or will be executed on digital mode of the bank i.e. SME Portal/ Trade on net/Net banking /any other digital platform of the bank. In case of physical requests Bank will be charging the Standard rate. The prevailing standard Rate can be checked at our website [www.hdfcbank.com](http://www.hdfcbank.com).
- 35 The Bank reserve the right to undertake inspection of stock, Book debts, Plant & Machinery, Other moveable fixed assets whether has been hypothecated or not, by appointing external agency or by its own personnel at an advance day notice via email/post etc.
- 36 In case of multiple banking/ consortium Banking arrangement, Bank at its discretion accept Stock and Book debts and fixed audits reports of other financial Institution.

  
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For Signature, IFC and Women Health Limited  
  
Director

- 37 The Borrower hereby agree to provide the details of moveable fixed assets registers certified by the reputed auditor every year containing the detail of each of the asset Original Value/ WDV value & financier name against each of the assets.
- 38 The Borrower hereby undertake that he will not be moving the movable fixed from one plant to other plant or selling moveable fixed asset without prior written permission of the Bank.
- 39 The Borrower shall provide the unhedged foreign currency exposure (UFCE) certificate on quarterly basis from authorized signatory of the borrower and a certificate from the statutory auditor of the Borrower on a yearly basis, In line with RBI guidelines.
- 40 The Borrower shall not voluntary and/or involuntarily file any application for self or initiate any proceeding under the Insolvency and Bankruptcy Code 2016 as amended from time to time (without discharging the indebtedness of the Borrower to Bank.)
- 41 The Borrower shall notify the Bank within 24 (twenty-four) hours from the date of either (1) receipt of any demand notice from creditors (financial or operational), which may lead to proceeding under the bankruptcy code 2016, or 2 Occurrence of default with creditors (Operational or financial).
- 42 Borrower shall forthwith notify the bank immediately if any person makes or files or imitate any application or proceedings under the insolvency and bankruptcy code, 2016.either against borrower or security provided or Guarantors or legal notice received by any of these parties under any law.
- 43 Borrower shall notify the bank within 24 Hours from the date demand notice issued against any debtors which may lead to proceeding under the bankruptcy code 2016. or occurrence of default by debtors. Or legal proceeding initiated against any debtors /party.
- 44 Any term loan sanction, the last drawdown date should be complied with (in case same not fulfilled) and processing fee will be charged for re-validation.
- 45 Borrower is required to submit Audited Annual financial statements within 180 days after the financial year-end or as per the prevailing timelines.
- 46 No dues certificate / property papers will be handed over only after clearance of IDPMS,EDPMS or any other regulatory compliance sought by the Bank.

This Sanction Letter is valid for a period of 30 days from the date of issuance.The Facility will only be made available subject to the Borrower executing the Master Facility Agreement with the Bank. In the event the Borrower and the Bank do not enter into the Master Facility Agreement within 30 days from the date of issuance of this Sanction Letter, this Sanction Letter shall expire.

Kindly sign and return the duplicate of the Sanction Letter as a token of your acceptance of the terms and conditions of sanction. Kindly also call on our Relationship Manager/ SM for execution of necessary security documents.


I/ We have read and verified the entire contents of the aforesaid Sanction Letter including the information, the Loan Details, the Terms and Conditions, Other Terms and Conditions and Special Conditions; and I/ We further irrevocably agree with/to, accept, acknowledge and confirm all of them and all other contents of the Sanction Letter on all the page no's \_\_\_\_ to \_\_\_\_.

The bank reserves the right to revise the commercials if the sanction letter is not accepted within 30 days from date of issuance

For Gaudium IVF and Women Health Limited

Registered Address : HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, India. Email ID:Loansupport@hdfcbank.com

Tel No:61606161 CIN(Corporate Identity Number):L65920MH1994PLC080618.

  
179258



We understand your world

We look forward to partner you in your business.

"Yours Sincerely",

"Name and Designation of Bank Official".

Name: *Hemshit Verma*  
Designation: *RM - E G*  
Email ID: *hemshit.verma@hdfcbank.com*  
Mobile No: *9936449747*

Working Capital  
HDFC Bank Ltd.

Accepted and Confirmed on behalf of : Gaudium Ivf And Women Health Limited

Name: *Manika Khanna*  
Designation: *Chairperson & managing Director*  
Date: *04/08/2025*

(Affix round stamp here)

For Gaudium IVF and Women Health Limited

*Manika*  
Director

For Gaudium IVF and Women Health Limited

*Manika*  
Director

*Manika*  
11/08/25