Private and Confidential

Can be used for Regulatory Compliance

Date: DD – MMMM – YYYY

M/S Arzya Principle Knowledge Advisory OPC Pvt Ltd

519, Indraprakash Building,

21 Barakhamba Road

New Delhi, Delhi 110001

Kind Attn: Dr. Sanjay Prakash Sahoo

Subject:  Mandate Letter and consent to provide services for exploring means to raise funds for ……………. Limited on an exclusive basis

Dear Dr. Sahoo,

We refer to the proposal of M/S Arzya Principle Knowledge Advisory OPC Private Limited (hereby, known as the “Consultant”) to provide services for exploring means to raise funds for ………………..………. (hereby, known as the “Company”) on an exclusive basis.

The Company is pleased to appoint you as Liaising Agent or Consultant for the Company on an exclusive basis to coordinate with the banks and other financial institutions along with private parties for raising the required funds through debt or any other suitable product for business requirement of the Company. This Letter is valid for 12 (Twelve) months from the date of this Letter, unless otherwise agreed between both the parties.

The Company had completely understood the project funding structure, preliminary and pre-evaluation terms and conditions including all the capital raise qualification criteria. The Company has agreed to seek the explicit services of the Consultant for the …………………………………. Product No…………….

The Consultant will not make any statement, claim or representation on behalf of the Company, except with the express written permission of the Company and other than those that may have been expressly permitted in writing by the Company or required in delivering your services as contemplated under this Letter.

All services to be provided by the Consultant under this Letter shall be performed with promptness and diligence and at a level of proficiency to be expected of liaising agent with the background and experience that the Consultant has represented. The Company upholds very strict ethical and anti-corruption practices in its business dealings, and the Consultant confirms that the Consultant shall adhere to highest ethical standards and shall not indulge in any unlawful or corrupt practices.

Both parties acknowledge that it may, during the term of this Letter, be exposed to or acquire information which is proprietary to or confidential to the other or its parent, subsidiaries or affiliates or their clients or customers. Both parties agree that all such information shall be held in the strictest confidence and will not be copied, reproduced, sold, assigned or transferred orally or in writing for any purpose whatsoever other than to complete their respective obligations under this Letter.

**Success Fee:** The Company would remunerate the Consultant with a success fee set at an agreed rate of 7(Seven)% + G.S.T (Goods and Service Tax, GST not included in case of international clients) of the amount mobilized through the Consultant’s endeavours, subject to the successful culmination of the fundraising activity within the mutually accepted time frame. The success fee shall be disbursed to the Consultant subsequent to the successful receipt of the raised funds in the Company designated bank accounts. Any applicable taxes as mandated by the statutory laws of the land, shall be deducted at the source. The Consultant will issue an invoice subsequent to the receipt of the raised funds in the Company Bank Account adhering to a payment term of NET7 days, in order to prevent any contravention of statutory requirements. It is explicitly clarified that the success fee shall solely be applicable to funds raised by the Consultant through their own efforts.

However, the consequent success fee can also be disbursed directly in the bank accounts of the Consultant if the same has been mentioned in the Master Loan Agreement of the principal Funder in the event of successful agreement between the Company and the principal Funder. In such case the Company will have no liability related to success fee being paid to the Consultant post successful receipt of the raised funds in the Company designated bank account.

**Penalty Fee:** If the Company for any reason whatsoever decides not to proceed with the project finance after acknowledging receipt and confirming acceptance of the term sheet from the principal Investor then the Company is liable to pay a penalty of 1(One)% of the amount sanctioned in the term sheet along with 18% G.S.T. ( GST not included in case of international clients) to the Consultant. as the penalty fee towards the recovery of expenses borne by the Consultant and its corresponding principal Funder for conducting the due diligence of the Company's project/s and allocating fund/s for the same.

APKA FUND MANAGER MANDATE POST FUNDING:

Global Best Practice based Standard Operating Procedure is structured to map, measure, monitor, manage, mitigate and **m**oderate the project management process successfully.

The **Principal Funder** will appoint **APKA** as the **Fund Manager** with the following **K**ey **P**erformance **I**ndicators **KPI** based **K**ey **R**esult **A**rea **KRA** enumeration:

1. **For effective Centralized Coordination the Fund Manager sets up an integrated Communication Command and Control Computerized Curation Centre.**
2. **The Fund Manager sets up the Project Management Office PMO which maps, measures, monitors, modulates, manages and mitigates all project related escalations using automated Business Intelligence technology and shares mission critical inputs to all the stakeholders.**
3. **A stakeholder schedule is drawn up and enumerated with mutual consent.**
4. **PMO is staffed with the Single Point of Contact of all the key Stakeholders.**
5. **The Investor empowers the PMO to administer both the capital deployment and retirement of the investment either fiduciarily and/or pari-passu and/or oversight as determined applicable depending on the sensitivity of the project parameter in consideration.**
6. **The tenor of the PMO is until the debt has been retired in its entirety.**
7. **The PMO will be located on the nearest possible vicinity of the project or remotely if such facility is unfeasible.**
8. **The *PMO* *QC Quality Control*has the following *roles* and *responsibilities:***
   1. ***O*perational oversight of the whole project consisting of both receivables and payables.**
   2. ***F*unctional oversight of Enterprise Vendor Management.**
   3. ***F*iduciary capability to ensure third party monthly internal Tax Audit by KPMG (designee B.S.R Affiliates if project in India) or any other similar agency/company as deemed fit by the Consultant.**
   4. ***I*nitiate third party external quarterly Trade Exposure Risk Audit by Moodys (designee ICRA if project in India) or any other similar agency/company as deemed fit by the Consultant.**
   5. ***C*onduct third party quarterly Audit by appointing credible AAA or above rated regulatorily certified valuators as Agency for Special Monitoring ASM.**
   6. ***E*rgonomically Monitor and Audit funds deployment stages vis-a-vis Project Performance, quarterly.**
   7. ***Q*uarterly appraisal of the Principal and Interest component of the retirement schedule.**
   8. ***C*ommence quarterly Project Investment Health Audit and ensure Regulatory Compliance   
      for the lifetime of the Investor engagement.**

The Consultant agrees to indemnify and hold harmless the Company from, against and in respect of all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable counsel fees and expenses incurred in litigation or otherwise, assessed, incurred or sustained by or against the Company with respect to or arising out of the Consultant’s gross negligence or wilful misconduct in performing the Consultant’s services under this Letter.

This Letter shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi.

This Letter is not intended to be, and shall not constitute in any way, a binding or legal agreement, or impose any legal obligation or duty on either of us except mentioned herein.

Sincerely,

Signature:

Name:

Designation:

Aadhar Number/Social Security Number:

Email:

Mobile:

Passport Number:

Nationality:

Expiry Date:

**Statutory Warning:** **Any unfilled data field would render the APKA Capital Raise Mandate Letter Invalid, Null and Void**

**Borrower Corporate Information Sheet**

Directions: This document must be completed in full. If a line item does not pertain, then insert the term: “N/A” (non-applicable).

**(Please attach copy of Company Registration and Memorandum of Understanding and Article of Associationship Document)**

|  |  |
| --- | --- |
| **Corporate Information** | |
| Full Name of Corporation: |  |
| Date of Incorporation: |  |
| Incorporated in (City/State/Country): |  |
| Registration Number: |  |
| Board of Directors (Name & Title & % Ownership): |  |
| Officers (Name & Title): |  |
| Shareholders (List all shareholders owning more than 5 % of all outstanding shares of Corporation): |  |
| Company Website: |  |

|  |  |
| --- | --- |
| **Location of Address: Registered Address (Corporation)** | |
| Full Name of Corporation: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

|  |  |
| --- | --- |
| **Location of Address: Mailing Address (Corporation)** | |
| Full Name of Corporation: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

|  |  |
| --- | --- |
| **Contact Information (Corporation)** | |
| Telephone Number: |  |
| Fax Number: |  |
| Mobile Number: |  |
| Email Address: |  |
| Skype ID: |  |

|  |  |
| --- | --- |
| **Financial Information (Corporation)** | |
| Annual Income of Corporation: |  |
| Liquid Assets of Corporation: |  |
| Net Worth of Corporation: |  |
| Investment Experience (in years) of Corporation: |  |

|  |  |
| --- | --- |
| **Languages / Translator** | |
| Languages: |  |
| Does the Signatory speak English? |  |
| If No, Name of Translator: |  |
| Telephone Number: |  |
| Email Address**:** |  |
| Skype ID: |  |

|  |  |
| --- | --- |
| **Legal Advisor** | |
| Full Name: |  |
| Company: |  |
| Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |
| Telephone Number: |  |
| Email Address**:** |  |
| Skype ID: |  |

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| --- | --- |
| **Personal Information of Officer(s) of Corporation / Passport Information**  **(Please attach copy of corporate resolutions adopted by the Board of Directors appointing and authorizing said officer(s) to represent and legally bind the corporation)** | |
| First Name: |  |
| Middle Name: |  |
| Last Name: |  |
| Gender: |  |
| Date of Birth: |  |
| Social Security Number: |  |
| Country of Citizenship: |  |
| Languages: |  |

|  |  |
| --- | --- |
| **Passport Information of Officers of Corporation**  ***\*Please attach copy of photo and signature page of passport*** | |
| Passport Number: |  |
| Date of Issue: |  |
| Date of Expiry: |  |
| Issuing Authority: |  |

|  |  |
| --- | --- |
| **Location of Address: Home-Legal Residence (Officer(s) of Corporation)** | |
| Full Name of Officer: |  |
| Street Address: |  |
| City: |  |
| State: |  |
| Country: |  |
| Postal Code: |  |

**Borrower Designated Corporate Bank Account Details**

|  |  |
| --- | --- |
| **Place n/a in not applicable** | |
| Name |  |
| Designation |  |
| Address |  |
| E-mail |  |
| Bank name |  |
| Bank address |  |
| Swift Code |  |
| Account name |  |
| SORT CODE: |  |
| Account No. |  |
| IBAN |  |
| Bank officer |  |
| Bank Officer Phone: |  |
| Bank officer e-mail |  |

**Borrower last three years Consolidated Balance Sheet**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  | |
|  | **₹ in Lacs** | **2022/2023** | **2023/2024** | **2024/2025** |
|  | Turnover |  |  |  |
|  | EBIDTA |  |  |  |
|  | PAT |  |  |  |
|  | NPV |  |  |  |
|  | Gross Asset |  |  |  |
|  | Gross Liability |  |  |  |

**Borrower Compliance Elements (Proof of Project, Stakeholder Agreements, Regulatory)**

|  |  |  |
| --- | --- | --- |
|  | **Place n/a in not applicable** | |
|  | Project Name: |  |
|  | Project Sponsor/Off taker: |  |
|  | Project Location:  Longitude/Latitude:  Town:  District:  State/Province:  Country: |  |
|  | Project Description (in 500 words max):  I.R.R:  D.S.C.R:  EBIDTA %+ YOY Sales Growth% |  |
|  | Project Cost: |  |
|  | Funds Required: |  |
|  | Funds Currency: |  |
|  | Funds Tenor: |  |
|  | Moratorium Required: |  |
|  | Project value at Completion: |  |
|  | Available Cash/Investment grade Collateral: |  |
|  | Funds already invested in the Project: (With Statement of Proof) |  |
|  | Project Scope: |  |
|  | Project Schedule: |  |
|  | Project Phases: |  |
|  | Project EPC (Regulatory Profile): |  |
|  | Project O&M: |  |
|  | Project Criteria/Quality: |  |
|  | Project Guarantor: |  |
|  | Project Feedstock (Raw Materials) Provider Regulatory Profile: |  |
|  | Company External Auditor Details:  Name:  Mobile No:  Email ID: |  |
|  | Company Rating (If Any): |  |

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Please attach a color copy (Scanned not photo) of the signatory passport to this Letter.

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