

**RENEWAL CREDIT ARRANGEMENT LETTER**

July 27, 2022

Ref. No : CAL80572814442

**GV Research Centers Private Limited**5-4-187/3 & 4, 2nd Floor, Soham Mansion,  
MG Road, Secunderabad - 500003  
Telangana.Kind Attention: **Mr. Soham Modi, Director**

Dear Sir/Madam,

**Sub : Enhancement of Limits**

We refer to the Term Loan facilities ("**Facilities**", details of which are mentioned in Annexure I), granted to you by ICICI Bank Limited ("**ICICI Bank**"), pursuant to a credit arrangement letter (including any amendatory/renewal letters) and other facility documents, executed in relation to the Facilities ("**Transaction Documents**").

We are pleased to inform you that ICICI Bank, at your request, has renewed the Facilities, with revised limits, as mentioned under 'Amount Proposed' in Annexure I ("**Overall Limits**"), on the terms and conditions as set out in the Annexure I, for a further period up to the date mentioned in Annexure I. A processing fee, as mentioned in Annexure I, shall be charged and debited from your account towards renewal of the Facilities.

All other terms and conditions of the Facilities, including the existing security and/or contractual comfort, if any, shall remain in full force and effect.

In case of any change in directors, memorandum of association, articles of association or other constitutional documents, subsequent to the information/documents last shared by you with ICICI Bank, you are requested to forthwith furnish updated records of the same to ICICI Bank. Kindly also ensure that your total working capital bank finance, including the renewed Facilities, does not and shall not during the subsistence of the Facilities, exceed the maximum permissible bank finance limits.

This **R**enewal Credit Arrangement Letter ("**Renewal CAL**") shall be read in conjunction with the other **T**ransaction Documents and to the extent of any inconsistency between the other Transaction Documents and this **R**enewal CAL, the provisions of this Renewal CAL shall prevail.

For G.V. RESEARCH CENTERS PVT. LTD.

  
Director

In case you wish to convey your acceptance of this Renewal CAL by way of wet signature, we request you to return the duplicate copy of this Renewal CAL, duly signed by your authorized person, the authorized official of the guarantor and security providers (if any), in token of acceptance of the terms specified herein.

In case you wish to convey your acceptance by way of electronic signature, we request you to return this Renewal CAL duly signed electronically by your authorized person, the authorized official of the guarantor and security providers (if any), in token of acceptance of the terms specified herein.

Unless we receive the duly accepted Renewal CAL and unless you, the guarantor and/or the security providers (if any) execute such agreements and/or documents as may be required in relation to the Facilities, in the form and manner acceptable to ICICI Bank, by 150 days or such extended period as ICICI Bank may grant in writing, at its sole discretion, this offer shall lapse automatically without any further communication.


The duly accepted Renewal CAL must be returned along with a board resolution/requisite authorization, applicable to the borrower, guarantor, security provider (as applicable), to establish the authority of the signatory.

Yours faithfully,

Authorized signatory

I / We accept this Credit Arrangement Letter.

For **GV Research Centers Private Limited**

  
Authorized Signatory (with stamp) **Director**

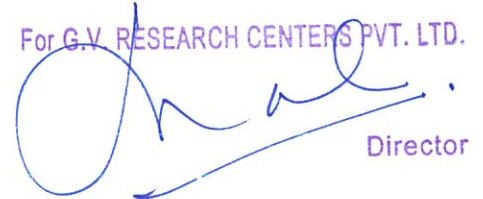
Name:

Date:

Annexure I

Facility	Amount (Rs in million) Proposed	Amount (Rs in million) Existing	Security and/or Contractual Comfort	Facility validity date/Month
Rupee Term Loan 1	215.0	225.0	Secured	
Rupee Term Loan 2	150.0	-	Secured	
Total Limits	365.0	225.0		

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Director

Facility-	Rupee	Term	Loan	1
Facility	Rupee Term Loan-1: Not exceeding ₹ 215.0 million or amount outstanding which ever is less("RTL-1")			
Interest on the Facility	<p>The rate of interest for each drawal of the Facility will be stipulated by the Bank at the time of disbursement of each drawal, which shall be sum of the Repo Rate *+ "Spread" per annum, plus applicable statutory levy, if any ("Interest Rate"). The applicable Repo Rate shall be the rate prevailing one Business Day preceding the date of each drawal.</p> <p>As on date the Repo Rate is 4.9% and Spread is 4.0%.</p> <p>*"Repo Rate" or "Policy Repo Rate" means the rate of interest published by the Reserve Bank of India ("RBI") on the RBI website from time to time as Repo Rate or Policy Repo Rate.</p> <p>The Repo Rate component of the Interest Rate for all tranches shall be reset after every 3 months following the date on which the Facility is first disbursed, as a sum of Repo Rate + "Spread", plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date. **</p> <p><i>** Illustration: For first disbursements made on October 5 2021 the first reset date will be January 5, 2022 and thereafter on April 5, 2022 and so on.</i></p> <p>The Bank shall have the right to modify the reset frequency and reset date from time to time in accordance with the extant RBI Guidelines. The Borrower further acknowledges that Interest Rate may change, upward or downwards, as the case may be, in line with change in the Repo Rate.</p> <p>The Bank may revise the Spread once every three (3) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrower's credit assessment and/ or on account of deterioration in the credit risk profile. Any change in 'Spread' would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode.</p> <p>The Borrower may prepay the Facility, in full or in part thereof (without any prepayment premium) within 60 days of any increase of Spread as aforesaid, subject to the Borrower providing an irrevocable written notice</p>			

For G.V. RESEARCH CENTERS PVT. LTD.



Director

Website [www.icicibank.com](http://www.icicibank.com)  
CIN : L65190GJ1994PLC021012

**ICICI Bank Limited**  
ICICI Bank Tower,  
Bandra-Kurla Complex,  
Mumbai - 400 051, India.

Regd. Office : ICICI Bank Tower, Near Chakli Circle,  
Old Padra Road, Vadodara 390 007, India.  
Corp. Office : ICICI Bank Towers, Bandra-Kurla  
Complex, Mumbai 400051, India.

	<p>of prepayment to ICICI Bank within 15 days of such increase of Spread.</p> <p>The Borrower shall be deemed to have notice of changes in the Repo Rate when displayed on the notice board of the Branch or displayed on Bank's website (www.icicibank.com) and the Borrower is liable to pay such revised rate of interest.</p> <p>Unless specified otherwise in the documents in relation to the Facility, if the Borrower wishes to prepay any part of or whole of the Facility, it may do so with payment of Prepayment Premium of 1.00% on principal amount of the loan being prepaid subject to the Borrower giving at least 15 days prior irrevocable written notice of the same to ICICI Bank.</p>
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**Facility Rupee Term Loan 2**

Borrower	GV Research Centers Private Limited, a private limited company, within the meaning of The Companies Act, 2013
Facility	Rupee Term Loan-2: Not exceeding ` 150.0 million ("RTL-2") The RTL-2 are referred to as the "Facility".
Other Facility (if applicable)	Rupee term loan of ` 225.0 million sanctioned to the Borrower vide CAL No. CAL3529613224 dated April 07, 2021 and made available by the Lender under the facility agreement dated April 12, 2021 executed between the Lender and the Borrower.
Lender	ICICI Bank Limited
Other Lender (in case of takeover of facilities)	Not applicable
Transaction Documents	Transaction Documents shall include facility agreement executed with respect to this Facility, credit arrangement letter, [all other agreements, instruments, undertakings, indentures, deeds, writings and other documents whether financing, security, in the course of trade or otherwise executed or entered into, or to be executed or entered into, by the Borrower] or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under the Transaction Documents, and each such Transaction Documents as amended from time to time.
Project Documents	Project Documents of the Project

For G.V. RESEARCH CENTERS PVT. LTD.

	<p>i. Lease Agreement ("LA") between Borrower and Syngene International Limited for the lease of approx 1.04 lac sft</p> <p>ii. Sale deed in favour of GV Research Centers Private Limited</p> <p>iii. all such documents as mentioned in the definitive documents</p>
Account Bank	ICICI Bank Limited or such other banks as may be acceptable to the Lender.
Property	All the piece & parcel of land located at plot No. 3, in Shapoorji Pallonji Biotechnology Park, Phase II, Survey No. 542 (Part), Kolthur Village, Shamirpét Mandal Medchal-Malkajgiri District admeasuring approximately acre 9.2, including all the structures thereon both present & future, along with all the development potential arising thereon (including additional development potential in the form of TDR, premium FSI, etc), both present and future.
Project	Commercial project- Innopolis consisting of one tower having leasable area of approx. 1.04 lac sq. ft. being developed by the Borrower on part of the Property and related development work including any future development on the land parcel as captured in the property details above.
Developer	GV Research Centers Private Limited
Property Owner	Property is owned by GV Research Centers Private Limited
Project Cost	Not applicable
Stipulated Price	Approx lease rent of Rs. 50/- to 55/- per sft per month
Date of Commencement of Commercial Operations.	Not applicable
Scheduled Receivables of the Project	Receivables/cash flows/revenues (including booking amounts and / or security deposits) arising out of or in connection with or relating to the Project and all insurance proceeds both present and future.
Scheduled Receivables	<p>All amounts due and payable to the Borrower including but not limited to the following:</p> <p>1. Lease/ license fees/ amenities fees/ variable rent/ other charges/ security deposit receivable by Borrower by whatever name called (the "Lease Rental") in terms of the Project Documents of Project;</p> <p>2. Security deposits (the "Security Deposits") payable in terms of the</p>

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	<p>The Repo Rate component of the Interest Rate for all tranches shall be reset after every 3 months following the date on which the Facility is first disbursed, as a sum of Repo Rate + "Spread", plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date. **</p> <p><i>** Illustration: For first disbursements made on October 5 2021 the first reset date will be January 5, 2022 and thereafter on April 5, 2022 and so on.</i></p> <p>The Bank shall have the right to modify the reset frequency and reset date from time to time in accordance with the extant RBI Guidelines. The Borrower further acknowledges that Interest Rate may change, upward or downwards, as the case may be, in line with change in the Repo Rate.</p> <p>The Bank may revise the Spread once every three (3) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrower's credit assessment and/ or on account of deterioration in the credit risk profile. Any change in 'Spread' would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode.</p> <p>The Borrower may prepay the Facility, in full or in part thereof (without any prepayment premium) within 60 days of any increase of Spread as aforesaid, subject to the Borrower providing an irrevocable written notice of prepayment to ICICI Bank within 15 days of such increase of Spread. The Borrower shall be deemed to have notice of changes in the Repo Rate when displayed on the notice board of the Branch or displayed on Bank's website (<a href="http://www.icicibank.com">www.icicibank.com</a>) and the Borrower is liable to pay such revised rate of interest.</p> <p>Unless specified otherwise in the documents in relation to the Facility, if the Borrower wishes to prepay any part of or whole of the Facility, it may do so with payment of Prepayment Premium of 1.00% on principal amount of the loan being prepaid subject to the Borrower giving at least 15 days prior irrevocable written notice of the same to ICICI Bank.</p>
<p><b>Interest on the Facility in case of lender other than ICICI Bank Or on assignment of the Facility by ICICI Bank</b></p>	<p>The interest rate chargeable on the Facility shall be linked to respective lender's benchmark rate. The rate of interest in such case shall be equal to the rate charged by Lender and the spread between the above-mentioned rate and the lender's benchmark rate shall be adjusted accordingly. In case, the borrower is classified as MSME, all rupee loans will be priced with reference to External Benchmark rate.</p>

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Processing Fees	The Borrower shall pay to Lender out of the first disbursement, a non-refundable processing fee equal to 0.65% of the facility amount, plus all applicable taxes and statutory levies thereon.
Date of First Drawal/Disbursement	First Drawal/Disbursement from the Facility shall happen not later than six months from the date of sanction. In case the Borrower requests for first disbursement on a date later than the above, the Lender shall have the right to review the Facility.
Last date of drawal	Unless otherwise agreed to by the Lender in writing, the Borrower shall be entitled to seek drawals / disbursement out of the Facility not later than 12 months after Date of First Drawal/Disbursement.
Repayment Schedule	The Borrower agrees and undertakes to repay to the Lender the principal amounts of the Facility in 120 monthly installments commencing from first months after Date of First Drawal/Disbursement as per Annexure IB hereto.
Escrow Account for Project	<p><u>Mechanism of operation of the Escrow Account for Project:</u></p> <p>The Borrower shall open, establish and maintain an escrow account for depositing the Scheduled Receivables of the Project ("Escrow Account"). The aforesaid Escrow Account shall be maintained and operated by the Borrower during the entire tenure of the Facility and shall not be closed without the prior written approval of Lender. All costs, charges and expenses in connection with the aforesaid Escrow Account shall be borne by the Borrower. The Borrower shall enter into agreement with the Account Bank and such agreement shall be in a form and manner acceptable to Lender. The Borrower shall ensure that the Scheduled Receivables with respect to the Project and all other receivables are deposited only in the aforesaid Escrow Account.</p> <p>All monies credited/deposited/transferred in the Escrow Account, each month, shall be accumulated/retained to the extent of the sums/amounts required for the purposes of making the Authorized Payments and ICICI Bank shall make Authorized Payments out of such amounts collected and retained on the immediately subsequent due date. If there is a shortfall in the monies accumulated in the Escrow Account, vis-à-vis the amounts to be paid towards Authorized Payments on the Due Dates, the Borrower shall deposit/credit or cause to have deposited/credited such amounts into the Escrow account as may be required to meet such shortfall.</p>
Debt Service Reserve ("DSR") Account	The Borrower shall open, establish and maintain an account ("DSR Account") for deposit of the Debt Service Reserve ("DSR") with Lender. Amount equal to three months' installment on each disbursement under the RTL Facility shall be transferred by the Borrower or from the disbursement to the DSR Account, within 15 days of such disbursement. In

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Director

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	<p>case of shortfall in DSR Account w.r.t the then outstanding Facility, the Borrower shall also transfer such shortfall to the DSR Account before such disbursement. The aforesaid account shall be maintained and operated by the Borrower during the entire tenure of the Facility and shall not be closed without the prior written approval of Lender. All costs, charges and expenses in connection with the aforesaid account shall be borne by the Borrower. The Borrower shall enter into agreement with the Account Bank and/or Lender and such agreement shall be in a form and manner acceptable to the Lender. Fixed deposit with ICICI Bank can be opened in lieu of such DSR account.</p> <p>Bank Finance cannot be used to fund Debt Service Reserve Account (DSRA) and borrower should maintain the DSRA from his own sources.</p>
Security	<p>The Facility, all interest thereon, costs, charges, expenses and all other monies in respect thereof shall be secured by:</p> <ol style="list-style-type: none"> <li>1. Exclusive charge by way of extension of equitable mortgage on the Property.</li> <li>2. Exclusive charge by way of hypothecation on the future Scheduled Receivables of the Project and all insurance proceeds, both present and future.</li> <li>3. Exclusive charge by way of hypothecation on the Escrow Account/s of the Project and the DSR Account all monies credited/deposited therein (in whatever form the same may be), and all investments in respect thereof (in whatever form the same may be);</li> </ol> <p>The Security as required by Lender shall be created and perfected in favour of the Lender/security trustee (if appointed), in a form and manner satisfactory to the Lender.</p>
Security & net receivable cover	<p>Post creation of Security, the Borrower shall maintain security cover of 1.25 times the outstanding Facility amount in the form of Project during the entire tenure of the Facility. The same shall be monitored at the time of:</p> <ol style="list-style-type: none"> <li>1. Issuance of NOCs.</li> <li>2. At the time of Asset Review</li> <li>3. At the time of each disbursement out of the Facility</li> </ol> <p>In case the value of the Property secured to the Lender falls below the security cover specified above, the Borrower shall create security on such additional assets as acceptable to the Lender in favour of the Lender, in order to maintain the Security and net Receivable Cover specified above.</p>
Legal Documentation Charges	and Nil

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Contractual Comfort	Corporate guarantee of Modi Properties Pvt Ltd.
Assignability	The Lender shall, at its sole discretion, have the right to assign, transfer, sell, pledge or hypothecate the Facility, Scheduled Receivables, the Security and all such rights, benefits and any other interest created in its favour under any of the Transaction Documents or hereunder, to any other bank/lender or financial institution.
Pre-disbursement Conditions:	<p>As is customary to a transaction of this size and nature, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Security as per security clause 1 and 2 shall be created and perfected, and contractual comfort shall be obtained to the satisfaction of the Lender</li> <li>2. The title of the Property shall be clear and marketable as certified by ICICI Bank empaneled lawyer, and to the satisfaction of the Lender.</li> <li>3. Technical Valuation Reports from Lender's Mortgage Valuation Group and from Lender's empaneled valuer to be obtained. (In case valuation of the Property as per the report obtained from Lender's Mortgage Valuation Group exceeds ` 500.0 million, two valuation report to be obtained from Lender's empaneled valuer).</li> <li>4. ROC Search Report of the Property to be obtained as certified by ICICI Bank empaneled lawyer, and to the satisfaction of the Lender.</li> <li>5. Disbursement upto Rs. 100 Mn can be done post receipt of rent for the month of May 2022 and June 2022 and remaining Rs.50 Million can be disbursed post receipt of rent for the month of July 2022.</li> <li>6. In case of take over of unsecured loans from promoter/related parties upto Rs. 50.0 Mn             <ol style="list-style-type: none"> <li>1. The loan should be reflected in the last audited financial statement of the Borrower OR The Borrower shall submit a certificate from a Chartered Accountant certifying the list of related parties and also certifying the outstanding balance of unsecured loans from each such related parties.</li> <li>2. The Borrower shall submit a certificate from a Chartered Accountant certifying that the amount of the Facility which is being taken over was utilized towards the purpose of finance excluding land cost.</li> </ol> </li> </ol>
Conditions to be satisfied within 15 days from the date of first disbursement or prior to second disbursement	Security as per Security clause no. 3 to be created and perfected

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whichever is earlier	
Conditions to be satisfied within 45 days from the date of first disbursement	<p>As is customary to a transaction of this size and nature, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. The Property shall have been adequately insured to the satisfaction of the Lender and copies of Insurance Policies, with endorsement in favour of Lender as loss payee, would be made available, if applicable.</li> <li>2. CA certificate validating that the disbursement towards repayment of unsecured loans (if any) was not utilized towards land acquisition or capital market investment</li> </ol>
Reimbursement condition	<p>If reimbursement of expenditure is done to the promoters:</p> <ol style="list-style-type: none"> <li>1. The loan should be reflected in the last audited financial statement of the borrower.</li> <li>2. The purpose for which the loan from the parent/promoters was utilized must be mentioned in the note and such purpose should be eligible for bank finance.</li> </ol> <p>A certificate from empanelled Chartered Accountant or statutory auditor must be obtained certifying that the expenditure proposed to be reimbursed was incurred for the stated purpose by the borrower.</p> <p>The facility either in part or full will not be used for investment in capital market, land acquisition, acquiring equity shares of Indian company/ies, buyback of shares of Indian company, funding of promoters' contribution in the project or any other purpose, which is prohibited or any illegal activity." This negative covenant will also be applicable to amount reimbursed to the parent/promoter by the borrower to ensure end use of funds and should be mentioned in the term sheet.</p> <p>If reimbursement expenditure was incurred through internal accruals</p> <ol style="list-style-type: none"> <li>1. The said expenditure has been incurred by the borrower during the last 6 months from the date of proposed sanction. Expenditure incurred prior to 6 months from the date of sanction should not be reimbursed. Also the purpose for which the expenditure had been incurred should be eligible for Bank finance.</li> </ol>

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Special Regulatory Conditions:	<p>As is customary to a transaction of this size and nature, including but not limited to the following:</p> <ol style="list-style-type: none"><li>1. The Borrower represents that it is in adherence to the Ministry of Environment and Forest's Notification no S.O. 2804 (E) dated November 03, 2009 on 'fly ash' and shall continue to be in adherence to the said notification during the tenure of the Facility.</li><li>2. The Borrower would adhere to the building norms and technical specifications as laid down by National Building Code (NBC code)."</li><li>3. The Borrower represents that the buildings and structures constructed with bank finance, adhere to the National Disaster Management Authority (NDMA) guidelines on 'Ensuring Disaster Resilient Construction of Buildings and Infrastructure and shall continue to be in adherence to the said guidelines at all times.</li><li>4. The Borrower shall, till the entire Facility is repaid, disclose in all advertisements and promotional materials including advertisements in newspapers/magazines, pamphlets, brochures, e-mailers, websites or any other kind of digital marketing that the Property is mortgaged to the Lender. Proof of disclosure of the same shall be submitted by the Borrower to Lender within 90 days from the date of first disbursement.</li><li>5. The Borrower shall, till the entire Facility is repaid, indicate in all their advertisements and promotional materials including advertisements in newspapers/magazines, pamphlets, brochures, e-mailers, websites or any other kind of digital marketing that they would provide No Objection Certificate (NOC)/permission of the Lender for sale of Project, once the Project to be developed on the Property is launched.</li><li>6. The Borrower shall ensure registration and compliance with Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rules framed thereunder. The Borrower shall ensure continued adherence with RERA and rules thereunder, until re-payment of the Facility (if applicable).</li><li>7. Quarterly exchange of information about the conduct of the Borrower's account with other lending bankers is to be done as per Annexure II of the RBI Circular 'Lending under consortium arrangement/Multiple Banking arrangements' in IBA prescribed format. Such Annexure II to be shared by the Lender with other lending bankers within 45 days from the end of every quarter. <i>(If multiple banking is applicable)</i></li><li>8. Half-yearly certification by professional with regard to compliance of various statutory prescriptions is obtained as per Annexure III of the RBI Circular 'Lending under consortium arrangement/Multiple</li></ol>
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Banking arrangements within 90 days from the end of the half year. Such certificate to be submitted by Bank Empanelled CA/CS/ICWA only. *(If multiple banking is applicable)*

9. Disbursement towards repayment of facility availed from Other Lender would be made directly in favour of Other Lender. *(In case of take over from other Bank/Financial Institution).*
10. The Borrower hereby agrees that (i) the Lender shall have the right to terminate the Facility and to cancel all commitments under the Facility, with immediate effect, in the event that the Borrower, any of its directors, its promoters and/or its holding company become sanctioned (or listed as a Specially Designated National (SDN)), under the sanctions and related laws of India, the United States, the United Nations and/or the European Union (the "Sanctions") and (ii) it shall not use the proceeds of the Facility and/or any instrument issued hereunder by the Lender, in any dealings with and/or for the benefit of any person/entity which is subject to the Sanctions. The Lender shall further be entitled to refuse to process any transactions under the Facility that in its opinion violate/may violate any Sanctions or that could result in any sanctions being imposed on the Lender.
11. The Borrower represents that it has adopted a suitable hedging policy, approved by its board of directors/partners, which includes mechanisms to reduce its currency mismatches.
12. The Borrower's hedging policy shall remain in full force and effect and updated from time to time, till all the monies due and payable under the Transaction Documents are fully paid to the satisfaction of the Lender.
13. The Borrower shall provide all information as may be required by Lender from time to time in relation to its foreign currency exposures and hedging details in relation thereto.
14. Information will be obtained on quarterly basis regarding the un-hedged foreign currency exposure of the Borrower.
15. If the Borrower has un-hedged foreign currency exposure, then the Lender will reserve a right to increase the pricing.
16. The Borrower shall obtain a Legal Entity Identifier Registration no. and ensure compliance with Rules framed by RBI, thereunder.
17. The Borrower/guarantor/security provider shall submit a declaration in the form and manner acceptable to the Lender, providing specific consent to the Lender for submitting/disclosing the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("Code"), in respect of the Facility availed by the Borrower/guarantee given by the guarantor/security provided by the security provider, to Information Utilities as defined in Section

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	<p>3(21) of the Code and as per directions issued by RBI and specially agreeing to promptly authenticate and verify the 'financial information' submitted by the Lender, as and when re-quested by Information Utilities.</p> <p>18. The Lender shall have the right to declare the Borrower and guarantor(s), if any, a wilful defaulter, in accordance with the guidelines laid down by RBI.</p>
<p>Special Conditions: Mandatory</p>	<p>As is customary to a transaction of this size and nature, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. The Project sale agreements/demand letters with the customers would incorporate a condition that the booking money/payments need to be made in favour of the Escrow Account/RERA/WBHIRA Designated Account opened by Borrower with the Account Bank.</li> <li>2. The Borrower shall obtain NOC from Lender before/after entering into agreements with prospective buyers for sale of units in the Project.</li> <li>3. The Borrower shall first pass the lead/enquiries to the Lender for all LRD requirements for customers purchasing units in the Project.</li> <li>4. Additional interest @ 1.0% p.a. will be charged on the outstanding amount of the Facility at the discretion of Lender if borrower defaults in routing 100% of the Scheduled Receivables from the Project through Escrow Accounts/Designated account and /or does not request for NOC from Lender before registration of units in favour of prospective buyers for sale of units in the Project.</li> <li>5. Any default in respect of any other facilities availed by the Borrower and/or Borrower group from ICICI group shall be deemed to be an event of default in respect of the proposed facilities and vice versa.</li> <li>6. If the Property is sold (fully/partially) either with/without being developed, Lender shall have the right to adjust the proceeds of such sale against the Facility then outstanding.</li> <li>7. The Borrower shall not change its constitution without the prior permission of Lender till the entire Facility is repaid.</li> <li>8. The Borrower shall not raise any additional debt on the Property, or create any further encumbrance, till closure of the Facility, without prior permission of Lender.</li> <li>9. Form I to be filed with the Central Registry set up under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011 in connection with all charges created by the Borrower as per the Security clause within 30 days from the creation of Security.</li> <li>10. Annexure III prepared by the Bank empaneled CA/ CS/ICWA shall only be accepted. (If applicable).</li> </ol>

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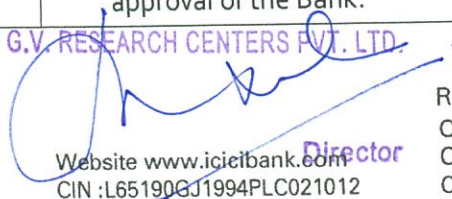
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Director

Regd. Office : ICICI Bank Tower, Near Chakli Circle,  
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Complex, Mumbai 400051, India.

	<p>11. Disbursement can be done directly to the borrower account upon receipt of request letter.</p> <p>12. The Borrower shall complete all registry requirements with respect to the Security created including but not limited to filing a Notice of Intimation with the concerned Sub Registrar's Office within 30 days from the date of creation of Security and filing form CHG 1 with relevant Registrar of Companies. <i>(wherever applicable)</i>.</p> <p>13. The Lender reserves the unconditional right to cancel the Facility (either fully or partially) without giving any prior notice to the Borrower, on the occurrence of any one or more of the following:</p> <ol style="list-style-type: none"> <li>1. In case the overall limits / part of the overall limits are not utilized by the Borrower; or</li> <li>2. In case of deterioration in the creditworthiness of the Borrower in any manner whatsoever; or</li> <li>3. In case of non-compliance of terms and conditions contained herein or in the Transaction Documents.</li> </ol> <p>For the purpose of this clause, deterioration in the credit worthiness shall mean and include without limitation, the following events.</p> <ol style="list-style-type: none"> <li>1. Downgrade of the rating of the Borrower by a credit rating agency;</li> <li>2. Inclusion of the Borrower and/or any of its directors in the RBI's defaulter list;</li> <li>3. Closure of a significant portion of the Borrower's operating capacity;</li> <li>4. Decline in the profit after tax of the Borrower by more than fifteen percent;</li> <li>5. Any adverse comment from the auditor; and</li> <li>6. Any other reason/event in the opinion of the Lender constituting or which may constitute deterioration in the creditworthiness.</li> </ol>
<p>Special Conditions: Other (to be included considering structure of the transaction)</p>	<p>As is customary to a transaction of this size and nature, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Unsecured loans availed from group companies and promoters/partners shall be subservient to the Facility, the interest on unsecured loans, the principal on unsecured loans and the fixed/ variable fluctuating capital shall not be repaid during the tenor of the Facility, without prior written consent of the Lender.</li> <li>2. In case of an event of default under the Facility; no distribution of profits/interest servicing on partner's loans/unsecured loans/payment of development management fees/partner's overhead/service fees shall be done, without the prior written consent of the Lender;</li> <li>3. The Lender shall have first right of refusal for any further funding of the Project (future phases)</li> <li>4. No change in the ownership of the Company without the prior approval of the Bank.</li> </ol>

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	<p>5. Borrower to ensure that the networth of the company (including quasi equity if any) is maintained at-least for Rs. 173.0 million during the loan tenure.</p> <p>6. Technical review of project to be done quarterly during costruction and annually post completion.</p> <p>7. No change in the ownership of the Company without the prior approval of the Bank.</p>
<p>End use certificate</p>	<p>The Borrower shall provide an "End-use Certificate" from statutory auditor of the borrower or Chartered Accountants empanelled with Bank within a period of 60 days from the date of every draw down. The End-use Certificate shall certify that the funds drawn down have been used for the Purpose specified in Transaction Documents.</p> <p><i>(below clause to be added in case of takeover of unsecured loans from promoter/related parties)</i></p> <p>The Borrower shall within a period of 90 days from the date of every draw down submit a Chartered Accountant certificate obtained from the promoter/related parties so as to confirm utilization of the reimbursed amount for the purpose stated as per credit arrangement letter.</p> <p>In case of delay in submission of End-use Certificate beyond 90 days from the date of every draw down, an additional interest @ 0.25% p.a. will be charged on the outstanding amount of the Facility at the discretion of the Lender.</p> <p>For reimbursement of expenditure: A certificate from Chartered Accountant should be obtained certifying that the expenditure proposed to be reimbursed was incurred for the stated purpose during last 6 months. A certificate from Chartered Accountant must be obtained from the borrower so as to confirm utilization of the reimbursed amount for the stated purposes</p>
<p>Compliance with specific environmental &amp; social management conditions</p>	<p>Borrower confirms that: (i) it is not involved and shall not be involved in any of the below mentioned activities till the Facilities are fully repaid, to the satisfaction of ICICI Bank, and/or (ii) the end use of the Facilities is not and shall not be towards any of the below mentioned activities: a. Production or activities involving harmful or exploitative forms of forced labour/harmful child labour; b. Production or trade in weapons and munitions except for defence; c. Production or trade of leather tanneries; d. Gambling, casinos and equivalent enterprises; e. New projects</p>

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	<p>consuming/producing Ozone Depleting Substances; f. Projects involving exposure to Radioactive materials except projects where the radioactive source is adequately shielded; g. Production or trade in unbonded asbestos fibers (other than the purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%) h. Commercial logging operations or the purchase of logging equipment for use in primary tropical moist forest (prohibited by the Forestry policy); i. Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, including production or trade in pesticides/herbicides subject to international phase outs or bans; j. Drift net fishing in the marine environment using nets in excess of 2.5 km in length; and k. Production or trade of wildlife or products regulated/banned under Convention on International Trade in Endangered Species of Wild Fauna and Flora and Wild Life Protection Act, 1972.</p>
<p>Audit/Review</p>	<ol style="list-style-type: none"> <li>1. The Lender shall have the right to carry out technical review of the Project by Lender's Mortgage Valuation Group on a quarterly basis and annually through the Lender's empaneled valuer.</li> <li>2. The Lender shall have the right to review the Facility annually.</li> <li>3. The Lender shall have the right to carry out audit of the Escrow Account/s quarterly. The Lender may request the Borrower to provide the system generated or manual ledger statements of accounts for such audits.</li> </ol> <p>The Audit/reviews can be carried out at above mentioned frequencies or at such other frequencies as may be decided by the Lender from time to time at its own discretion.</p>
<p>Other condition</p>	<p>Borrower to provide unhedged foreign currency exposure declarations as per the guidelines of the bank. a) Information will be obtained on quarterly basis from borrower and on annual basis from statutory auditor regarding the un-hedged foreign currency exposure of the Borrower. b) If the Borrower has un-hedged foreign currency exposure, then the Bank will reserve a right to increase the pricing</p> <ol style="list-style-type: none"> <li>1. The Borrower represent that it has adopted a suitable hedging policy, approved by its board of directors, which includes mechanisms to reduce its currency mismatches.</li> <li>2. The Borrower's hedging policy shall remain in full force and effect and updated from time to time, till all the monies due and payable under the Facility Agreement/ Transaction Documents are fully paid to the satisfaction of the Bank/ Lender.</li> </ol>

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CIN : L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Circle,  
Old Padra Road, Vadodara 390 007, India.  
Corp. Office : ICICI Bank Towers, Bandra-Kurla  
Complex, Mumbai 400051, India.

	<p>3. The Borrower shall provide all information as may be required by the Bank/ Lender from time to time in relation to its foreign currency exposures and hedging details in relation thereto.</p> <p>4. Information will be obtained on quarterly basis regarding the un-hedged foreign currency exposure of the Borrower.</p> <p>5. If the Borrower has un-hedged foreign currency exposure, then the Bank will reserve a right to increase the pricing.</p> <p>6. The Borrower agrees that it shall open and operate the overdraft account/cash credit account/ current account/ collection account/ escrow account in line with the guidelines stipulated by RBI, vide the 'RBI Circular on Opening of Current Accounts by Banks - Need for Discipline', dated August 6, 2020, as amended from time to time and provide necessary details/information/authorisation as may be required by ICICI Bank to ensure regulatory compliance. The Borrower shall immediately inform ICICI Bank in writing in the event there is any change in its banking arrangement which may have bearing on the regulatory compliance.</p>
OFAC	<p><i>i. The Borrower hereby, in addition to the representations, declarations and warranties contained in the General Conditions, makes the representations, warranties and agreements as given below and confirms that the same will continue to remain, true, correct, valid and subsisting in every respect till the money remains remain to ICICI Bank under the Facility: Neither the Borrower nor any other person benefiting in any capacity in connection with or from the Facility Agreement and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated by the United States (including its Office of Foreign Assets Controls (OFAC)), India, United States, United Nations, European Union, the jurisdiction of the Facility Office and/or any other country (collectively, the "Sanctions").</i></p> <p><i>ii. The Borrower hereby acknowledges,</i></p>

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covenants and agrees that: (a) The Sanctions may become applicable with respect to the Facility and/or transactions thereunder, including to any documentary credits and/or guarantees issued and/or disbursements and/or payments made by the Bank pursuant to the Facility Agreement. Sanctions may pertain inter alia, to the purpose and/or end use of the Facility, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities (including correspondent banks and the Facility Office). Consequently, disbursement, issuance, payment and/or processing under the Facility by the Bank may become subjected to the Sanctions and the Bank shall have the unconditional right to refuse to process any transactions that violate/may violate any Sanctions. (b) It shall ensure that the transactions entered into pursuant to the Transaction Documents do not violate any Sanctions and that no persons, entities or otherwise, currently subject to any Sanctions are involved in any transactions hereunder. The Borrower agrees that it shall not avail of the Facility or use the proceeds of the Facility in any transaction with, or for the purpose of financing the activities of, any person currently subject to any Sanctions as aforesaid. (c) It shall indemnify and hold harmless the Bank, to the fullest extent permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the

For **G.V. RESEARCH CENTERS PVT. LTD.**,

**ICICI Bank Limited**  
ICICI Bank Tower,  
Bandra-Kurla Complex,  
Mumbai - 400 051, India.

Website [www.icicibank.com](http://www.icicibank.com)  
CIN : L651906J1994PLC021012

Director

Regd. Office : ICICI Bank Tower, Near Chakti Circle,  
Old Padra Road, Vadodara 390 007, India.  
Corp. Office : ICICI Bank Towers, Bandra-Kurla  
Complex, Mumbai 400051, India.

	<p>Bank as a result of any breach by it of its representations and undertakings contained herein pertaining to the Sanctions and/or due to any action taken by the Bank pursuant to the</p> <p>Sanctions. No action taken by the Bank pursuant to the Facility Agreement, including grant of the Facility, issuance of any financial instruments thereunder or processing of any payments or transactions, nor any action taken by the Borrower in relation thereto, shall be deemed to be a waiver of any of the Banks rights under any provisions of the Transaction Documents related to the Sanctions nor shall they act to relieve the Borrower of its obligations or liabilities in relation thereto. (d) The Borrower hereby agrees and confirms that any breach of the terms and conditions stipulated hereinabove, shall constitute an Event of Default under the Facility Agreement.</p>
<p>Basel Condition</p>	<p>The Bank reserves the unconditional right to cancel the Limits advanced/ to be advanced under the credit arrangement letter ( CAL ) and/ or Transaction Documents (either fully or partially) without giving any prior notice to the Borrower, on the occurrence of any one or more of the following: i. in case the overall limits/part of the overall limits are not utilized by the borrower; or ii. in case of deterioration in the creditworthiness of the borrower in any manner whatsoever; or iii. in case of non-compliance of the terms and conditions of the transaction documents and/or</p>

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	<p>CAL. For the purpose of this clause, deterioration in the creditworthiness shall mean and include without limitation, the following events: " downgrade of the rating of the borrower by a credit rating agency; " inclusion of the borrower and/or any of its directors in the Reserve Bank of Indias wilful defaulters list; " closure of a significant portion of the borrowers operating capacity; " decline in the profit after tax of the borrower by more than fifteen percent; " any adverse comment from the auditor; and " any other reason/event in the opinion of the Bank constituting or which may constitute deterioration in the creditworthiness.</p>
Other disbursement condition	<ol style="list-style-type: none"> <li>1. Wherever the payment destination is identifiable (i.e. refinance of existing debt, supplier/vendor payment etc.), payment is to be made directly, without routing it through CC/OD/current accounts of the borrower.</li> <li>2. For other purpose (including expenses for day to day operations), the Bank shall route such term loans through CC / OD or current accounts of the borrower opened as per the provisions of the relevant RBI circular on dated August 6, 2020 and December 14, 2020 or as amended from time to time including clarifications issued by IBA. -</li> </ol>

**Default interest Rates**

S	Nature of default (as applicable)	Reckoning of default interest	Default interest rate (p. a.) payable monthly
1	Non-submission or delayed submission of financial statements .Provisional  . Audited . Renewal data	Default interest would be charged from the due date of submission till the date of actual submission Due date of submission is as follows:  3 months from the close of accounting year  6 months from the close of accounting year	Nil

For G.V. RESEARCH CENTERS PVT. LTD.

S	Nature of default (as applicable)	Reckoning of default interest	Default interest rate (p. a.) payable monthly
		On expiry of credit limits	
2	Payment default (in case of foreign currency loans, the foreign currency amount will be converted into equivalent rupee and default interest as mentioned herein will be charged)	Default interest would be charged from the day after of the due date till such time as the default amount is paid	2% over the Documented Rate
3	Insurance	Insurance cover not obtained / not renewed	Nil
4	Non-compliance of sanction terms	Formalities not completed and/or sanction terms not complied with	For the first 15 days of non compliance: Nil Breach continuing beyond 15 days: 1%*

\* The rate shall be over and above the interest rate on the facility.

Default interest will be computed from the respective Due Dates and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time.

On the occurrence of the events specified above in relation to the Facilities, the interest/ commission payable by the Borrower to the Bank under the Transaction Documents shall stand increased by the respective percentages specified above.

### REPAYMENT SCHEDULE for RTL-2

S.No	Opening Bal	Principal	Closing Bal
1	15,00,00,000	4,87,940	14,95,12,060
2	14,95,12,060	4,90,738	14,90,21,322
3	14,90,21,322	4,93,552	14,85,27,770
4	14,85,27,770	4,96,382	14,80,31,388
5	14,80,31,388	4,99,228	14,75,32,159
6	14,75,32,159	5,02,091	14,70,30,068
7	14,70,30,068	5,04,970	14,65,25,099
8	14,65,25,099	4,18,422	14,61,06,677

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Website [www.icicibank.com](http://www.icicibank.com)  
CIN : L65190GJ1094PLC021012

ICICI Bank Limited  
ICICI Bank Tower,  
Bandra-Kurla Complex,  
Mumbai - 400051, India.

Regd. Office : ICICI Bank Tower, Near Chakli Circle,  
Old Padra Road, Vadodara 390 007, India.  
Corp. Office : ICICI Bank Towers, Bandra-Kurla  
Complex, Mumbai 400051, India.

9	14,61,06,677	4,20,744	14,56,85,933
10	14,56,85,933	4,23,079	14,52,62,854
11	14,52,62,854	4,25,426	14,48,37,428
12	14,48,37,428	4,27,787	14,44,09,641
13	14,44,09,641	5,88,253	14,38,21,387
14	14,38,21,387	5,91,627	14,32,29,760
15	14,32,29,760	5,95,021	14,26,34,739
16	14,26,34,739	5,98,433	14,20,36,306
17	14,20,36,306	6,01,864	14,14,34,442
18	14,14,34,442	6,05,315	14,08,29,127
19	14,08,29,127	6,08,786	14,02,20,341
20	14,02,20,341	5,18,361	13,97,01,980
21	13,97,01,980	5,21,253	13,91,80,726
22	13,91,80,726	5,24,161	13,86,56,566
23	13,86,56,566	5,27,084	13,81,29,481
24	13,81,29,481	5,30,023	13,75,99,458
25	13,75,99,458	6,98,977	13,69,00,481
26	13,69,00,481	7,02,986	13,61,97,496
27	13,61,97,496	7,07,017	13,54,90,479
28	13,54,90,479	7,11,071	13,47,79,408
29	13,47,79,408	7,15,149	13,40,64,259
30	13,40,64,259	7,19,249	13,33,45,009
31	13,33,45,009	7,23,373	13,26,21,637
32	13,26,21,637	6,28,910	13,19,92,727
33	13,19,92,727	6,32,431	13,13,60,297
34	13,13,60,297	6,35,971	13,07,24,326
35	13,07,24,326	6,39,531	13,00,84,794
36	13,00,84,794	6,43,111	12,94,41,683

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**Director**  
 Website [www.icicibank.com](http://www.icicibank.com)  
 CIN : L65190GJ1994PLC021012

ICICI Bank Limited  
 ICICI Bank Tower,  
 Bandra-Kurla Complex,  
 Mumbai - 400 051, India.

Regd. Office : ICICI Bank Tower, Near Chakli Circle,  
 Old Padra Road, Vadodara 390 007, India.  
 Corp. Office : ICICI Bank Towers, Bandra-Kurla  
 Complex, Mumbai 400051, India.

37	12,94,41,683	8,21,008	12,86,20,676
38	12,86,20,676	8,25,715	12,77,94,960
39	12,77,94,960	8,30,450	12,69,64,510
40	12,69,64,510	8,35,212	12,61,29,298
41	12,61,29,298	8,40,001	12,52,89,297
42	12,52,89,297	8,44,817	12,44,44,481
43	12,44,44,481	8,49,659	12,35,94,821
44	12,35,94,821	7,50,989	12,28,43,832
45	12,28,43,832	7,55,205	12,20,88,628
46	12,20,88,628	7,59,444	12,13,29,184
47	12,13,29,184	7,63,707	12,05,65,477
48	12,05,65,477	7,67,993	11,97,97,484
49	11,97,97,484	9,55,315	11,88,42,169
50	11,88,42,169	9,60,793	11,78,81,376
51	11,78,81,376	9,66,301	11,69,15,075
52	11,69,15,075	9,71,840	11,59,43,235
53	11,59,43,235	12,34,731	11,47,08,504
54	11,47,08,504	12,42,028	11,34,66,476
55	11,34,66,476	12,49,367	11,22,17,110
56	11,22,17,110	11,60,897	11,10,56,213
57	11,10,56,213	11,67,692	10,98,88,521
58	10,98,88,521	11,74,525	10,87,13,997
59	10,87,13,997	11,81,399	10,75,32,598
60	10,75,32,598	11,88,312	10,63,44,286
61	10,63,44,286	9,12,672	10,54,31,613
62	10,54,31,613	9,17,900	10,45,13,713
63	10,45,13,713	9,23,157	10,35,90,556
64	10,35,90,556	9,28,445	10,26,62,111

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65	10,26,62,111	9,33,761	10,17,28,350
66	10,17,28,350	9,39,108	10,07,89,242
67	10,07,89,242	9,44,485	9,98,44,758
68	9,98,44,758	8,49,248	9,89,95,510
69	9,89,95,510	8,54,023	9,81,41,487
70	9,81,41,487	8,58,825	9,72,82,662
71	9,72,82,662	8,63,653	9,64,19,009
72	9,64,19,009	8,68,508	9,55,50,501
73	9,55,50,501	10,51,423	9,44,99,078
74	9,44,99,078	10,57,445	9,34,41,633
75	9,34,41,633	10,63,500	9,23,78,133
76	9,23,78,133	10,69,589	9,13,08,544
77	9,13,08,544	10,75,713	9,02,32,832
78	9,02,32,832	10,81,871	8,91,50,961
79	8,91,50,961	10,88,064	8,80,62,897
80	8,80,62,897	9,88,616	8,70,74,281
81	8,70,74,281	9,94,183	8,60,80,098
82	8,60,80,098	9,99,782	8,50,80,316
83	8,50,80,316	10,05,411	8,40,74,905
84	8,40,74,905	10,11,071	8,30,63,834
85	8,30,63,834	12,03,698	8,18,60,136
86	8,18,60,136	12,10,590	8,06,49,546
87	8,06,49,546	12,17,520	7,94,32,027
88	7,94,32,027	12,24,489	7,82,07,538
89	7,82,07,538	12,31,498	7,69,76,040
90	7,69,76,040	12,38,547	7,57,37,493
91	7,57,37,493	12,45,635	7,44,91,858
92	7,44,91,858	11,41,803	7,33,50,056

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 Complex, Mumbai 400051, India.

93	7,33,50,056	11,48,240	7,22,01,815
94	7,22,01,815	11,54,714	7,10,47,101
95	7,10,47,101	11,61,223	6,98,85,878
96	6,98,85,878	11,67,769	6,87,18,109
97	6,87,18,109	13,70,632	6,73,47,477
98	6,73,47,477	13,78,477	6,59,69,000
99	6,59,69,000	13,86,366	6,45,82,634
100	6,45,82,634	13,94,300	6,31,88,334
101	6,31,88,334	14,02,278	6,17,86,056
102	6,17,86,056	14,10,301	6,03,75,754
103	6,03,75,754	14,18,370	5,89,57,384
104	5,89,57,384	13,09,976	5,76,47,408
105	5,76,47,408	13,17,369	5,63,30,039
106	5,63,30,039	13,24,803	5,50,05,236
107	5,50,05,236	13,32,278	5,36,72,958
108	5,36,72,958	37,86,471	4,98,86,488
109	4,98,86,488	40,16,232	4,58,70,256
110	4,58,70,256	40,41,334	4,18,28,922
111	4,18,28,922	40,66,592	3,77,62,330
112	3,77,62,330	40,92,008	3,36,70,321
113	3,36,70,321	41,17,583	2,95,52,738
114	2,95,52,738	41,43,318	2,54,09,420
115	2,54,09,420	41,69,214	2,12,40,206
116	2,12,40,206	41,95,272	1,70,44,934
117	1,70,44,934	42,21,492	1,28,23,443
118	1,28,23,443	42,47,876	85,75,566
119	85,75,566	42,74,426	43,01,141
120	43,01,141	43,01,141	0

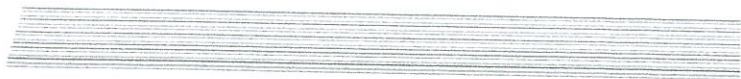
For G.V. RESEARCH CENTERS PVT. LTD.

**ICICI Bank Limited**  
 ICICI Bank Tower,  
 Bandra-Kurla Complex,  
 Mumbai - 400 051, India.

Website [www.icicibank.com](http://www.icicibank.com)  
 CIN :L65190GJ1994PLC021012

Director

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 Old Padra Road, Vadodara 390 007, India.  
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