

Phone No:
Sold To/Issued To:
Gaurang Modi
For Whom/ID Proof:
A B F L

भारत INDIA
INDIA NON JUDICIAL
P. LAXMIKANTH REDDY
H.NO.403
SAJ SUNDAR TOWERS, LIC COLONY,
WEST MARREDPALLY
SECUNDERABAD
500026
TELANGANA
सत्यमेव जयते
भारतीय गैर न्यायिक



SEP-26-2022

₹ 0000600/-
ZERO ZERO ZERO ZERO SIX ZERO ZERO

Agreement
38159401664213269661-00010092
3815940 36/2022

DECLARATION CUM CONFIRMATION DEED

Declaration Cum Confirmation Deed Reference No. ABF/SOUT/XTL/AUG22/N0068

IN THE MATTER OF DEPOSIT BY DEPOSITOR OF TITLE DEEDS IN RESPECT OF IMMOVABLE PROPERTY IN FAVOUR OF ADITYA BIRLA FINANCE LIMITED.

The Person mentioned in Schedule I Part A (hereinafter called as "Depositor" which expression shall include its/their respective heirs, executors, administrators and permitted assigns, surviving partners, successors, members, all trustees, as the case may be.)

1. We say that the Depositor /s is/are is the owner of and is/ are seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of lands, hereditaments and premises as more particularly described in the **Schedule II** hereunder detailed together with (a) all buildings , erections, structures, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto and (b) all plant and machinery attached to the earth (if applicable) (hereinafter referred to as "the said immovable property).
2. We further declare that there are no restrictions on the ability of the Depositor/s to create a Depositor of the said immovable property.
3. We further say that said immovable property are now will be deposited and charged to Aditya Birla Finance Limited (ABFL) for the undermentioned Facility(s) sanctioned to:

The Person as mentioned in the Schedule I Part B hereunder (hereinafter called as "**Borrower(s)**", which expression shall include its/their respective heirs, executors, administrators and permitted assigns, surviving partners, successors, members, all trustees, as the case may be.)

For MODI PROPERTIES PVT. LTD.

Director

In order to secure the facilities as sanctioned by the Lender in the Facility Agreement as mentioned in Schedule I Part C along with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, cost, charges, taxes, expenses and other monies payable to ABFL (hereinafter referred to as "Facility")

4. We confirm that We have deposited and delivered with your Smt Shiva Deekshita on the date as mentioned hereinbelow in Schedule I Part C or arranged to have the same delivered to you vide our Irrevocable Letter of Authority/Irrevocable Power of Attorney as more particularly described in the Schedule I Part C hereinbelow from our Existing Lender as stated hereinbelow in the Schedule I Part C the title deeds specified in the Schedule III and the description herein under with an intention to create equitable Mortgage upon all the Deposit/s rights, title and interest in the said immovable property in favour of ABFL as the security for realisation of all monies, now owing or which shall at any time be owing by the Borrower(s) to ABFL whether on balance of account or otherwise in respect of the aforesaid Facility.
5. We say that We propose to create a Deposit of title deeds over the said immoveable property owned / co-owned by me/us in favour of ABFL pursuant to the Facility granted by ABFL to the Borrower(s).
6. We say that We agree to secure repayment in full of the Facility by creation of equitable Deposit of the said immovable property in favour of ABFL.
7. We have to record and confirm that We have personally handed over to your Smt Shiva Deekshita arranged to have the same delivered to you vide our Irrevocable Letter of Authority/Irrevocable Power of Attorney as mentioned in the Schedule I Part C from our Existing Lender, the said title deeds in respect of the said immovable property
8. I/We say that the said immovable property/ies are outside the purview of the Urban Land (Ceiling and Regulation) Act, 1976 or if consent is required the consent has been obtained.
9. I/We say that the said immovable property/ies are free from all encumbrances or charges (statutory or otherwise) claims and demands (save and except the Deposits and charges mentioned above) and that the same or any of them or any part thereof are/is not subject to any lien / lispendens, attachment or any other process issued by any court or Authority and that the Deposit/s has/have not created any trust in respect thereon and that the said immovable property/ies are in the exclusive uninterrupted and undisputed possession and enjoyment of the Deposit/s since the date of purchase / acquisition thereon and no adverse claim has been made against the Deposit/s in respect of the said immovable property/ies or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings are pending or initiated against the Deposit/s's under the Income Tax Act, 1961, Public Demands Recovery Act, 1913 or under any other law in force in India for the time being and that no notice has been received or served on the Depositor/s under Rules 2, 16, 21 and 51 of the second schedule to the Income Tax Act, 1961 and / or under any other law and that there is no pending attachment whatsoever issued or initiated against the said immovable property/ies or any of them or any part thereof.

For MODI PROPERTIES PVT. LTD.

Director

10. The Deposit/s has/have duly paid all rents, Provident Fund dues, Gratuity dues, Employees State Insurance dues, Income Tax, Sales Tax, Corporation Tax and all other taxes and revenues payable to the Government of India, Government of any State or to any local authority and that at present there are no arrears of such dues, rents, taxes and revenue due and outstanding and that no attachments or warrants have been served on the Deposit/s in respect of sales tax, Income-tax, Customs Duty, Excise Duty, government revenue and other taxes.
11. I/We also agree and undertake that the Depositor/s shall give such confirmations, declarations, undertaking and other writings as may be required by ABFL and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of ABFL.
12. I/We on behalf of the Depositor/s assure, agree and declare that the security interest created/to be created in favour of ABFL is in respect of the said immovable property/ies both present and future and that the documents of title, evidences, deeds and writings in relation to the said immovable property/ies of the Deposit/s which are deposited with ABFL and as detailed in the Schedule III and the description are the only title deeds relating to the said immovable property/ies.
13. I/we further agree and undertake that no deposit, charge, lien or other encumbrance whatsoever has been created on the said immovable property/ies (except the one mentioned above) as on date hereof. I/We further agree/undertake and confirm that the Depositor/s has not and shall not enter into any agreements for sale, transfer or alienation of the said immovable property/ies or any apart thereof.
14. I/We further undertake that no deposit / charge, lien or other encumbrances whatsoever will be created on the said immovable property/ies save and except with the prior written permission of ABFL.
15. I/We further declare and confirm that there is no prohibitory order either from the Income Tax Authority or from any Revenue Authority against Deposit and/or transfer of the said immovable property/ies nor there is any litigation pending in any court in respect of the said immovable property/ies.
16. I/We on behalf of the Depositors/s further declare and confirm that Deposit/s has fully discharged all its/ their liabilities towards Income Tax and Sales Tax and all other taxes payable in respect of the said immovable property/ies.
17. I/We am/are not aware of any act, deed, matter or things or circumstances which prevent the Deposit/s from charging / further charging in favour of ABFL the unfixed plant, machinery and all other movable assets of the Deposit/s (if applicable).
18. I/We am/are aware that on failure to repay the Facility to ABFL as and when due or as and when demanded by ABFL, ABFL shall be entitled to sell the said immoveable property/ies in order to recover all the outstandings due and payable by Deposit/s to ABFL.

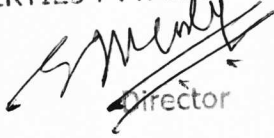
FOR MODI PROPERTIES, LTD.

Director

19. AND I/We make the aforesaid Declaration cum Confirmation for and on behalf of the Deposit/s solemnly and sincerely believing the same to be true and being aware that based on the representations made by us in the transaction documents and the above Declaration cum Confirmation Deed, ABFL has accepted/will accept the Deposit by deposit of the title deeds as detailed in the Schedule III and the description provided hereinabove in respect of the said immovable property/ies.

For MODI PROPERTIES PVT. LTD.

(Depositor)


Director

Modi Properites Private Limited

(Borrower)

NRK Biotech Pvt Ltd.

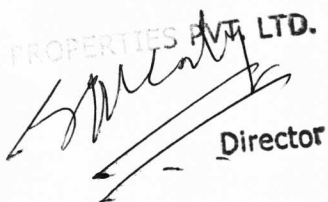
For MODI PROPERTIES PVT. LTD.


Director

Place Telangana

Date _____

For MODI PROPERTIES PVT. LTD.


Director

SCHEDULE I PART A
DETAILS OF THE DEPOSITOR

Modi Properties Private Limited , a company incorporated under the Companies Act, 1956, having Corporate Identity Number U65993TG1994PTC0177795 and having its registered office at 5-4-187 / 3& 4 , Soham Mansion , II Floor , M.G. Road , Secunderabad 500 003 represented Sri Gaurang Modi s/o Jayantiyal Mojilal Modi R/o Sapphire Apartments – Flat no:- 105 , Chikoti Gardens , Next to HDFC Lane , Begumpet Secunderabad 500016. Having Aadhar no:- 3594 5138 3669 .

(hereinafter referred to as the “**Depositor**”)

SCHEDULE I PART B
DETAILS OF THE BORROWER

DR NRK BIOTECH Pvt Ltd , a company incorporated under the Companies Act, 1956, having Corporate Identity Number U45100TG2004PTC044950 and having its registered office at Plot no. 11, TSIC Industrial Development Area, Sno.230 to 243,Turkapally, Hyderabad, Medchal - Malkajiri, Telangana, 500078

(hereinafter referred to as the “**Borrower**”)

For MODI PROPERTIES PVT. LTD.

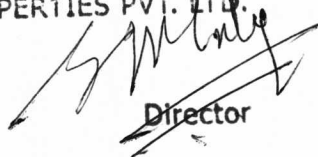
Director

SCHEDULE I PART C
(General Terms)

Sr. No.	Particulars	Description
1.	Place of Execution of DCCD	Telangana
2.	Date of Execution of DCCD	
3.	Facility	Date: 31st August, 2022 Reference No.: ABF/SOUT/XTL/AUG22/N0068 Amount: INR 25,00,00,000/-
4.	Sanction Letter	Date: 31st August, 2022 Reference No.: ABF/SOUT/XTL/AUG22/N0068
5.	Date of Board Resolution/ Letter of Authority / Power of Attorney	31, August, 2022
6.	Branch office Address/ Principal Place of Business of the Lender	Telangana
7.	Existing Lender	Name: Address:
8.	Jurisdiction (for Courts)	Delhi or as per Lender's discretion

For MODI PROPERTIES PVT. LTD.
Director

For MODI PROPERTIES PVT. LTD.


Director

SCHEDULE II
(Description of the Immovable Properties)

SCHEDULE OF PROPERTY-1

All that Flat No. 102 in First Floor of Block-B with a carpet area of 1545 Sft., Built up area of 1715 Sft., and Super Built up area of 2140 Sft., with an undivided share of land adm., 69.42 Sq.yards in Sy.No. 82/1, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District and bounded by

North : Open to Sky.
South : Open to Sky.
East : Open to Sky.
West : Corridor 6' feet, 6' inch.

together with easements attached thereto and together with all other buildings and structures standing and to be constructed thereon and all fittings, fixtures, plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

For MODI PROPERTIES PVT. LTD.

Director

SCHEDULE III
(List of Documents Deposited)

1. Sketch of the Flat OF :

All that Flat No. 102 in First Floor of Block-B with a carpet area of 1545 Sft., Built up area of 1715 Sft., and Super Built up area of 2140 Sft., with an undivided share of land adm., 69.42 Sq.yards in Sy.No. 82/1, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District and bounded by

North : Open to Sky.
South : Open to Sky.
East : Open to Sky.
West : Corridor 6' feet, 6' inch.

IN WITNESS WHEREOF I/We have executed these presents on this day of _____

SIGNED AND DELIVERED

(Depositor)

Modi Properties Private Limited .

For MODI PROPERTIES PVT. LTD.
(Borrower)

NRK Bio-tech Private Limited Director

Place Telangana

Date _____

For MODI PROPERTIES PVT. LTD.

Director

For MODI PROPERTIES PVT. LTD.
Director

Phone No:
Sold To/Issued To
Gaurang modi
For Whom/ID Proof:
Modi Propertiespvt

भारत INDIA
INDIA NON JUDICIAL
P. LAXMIKANTH REDDY
H.No.403
SAI SUNDAR TOWERS, LIC COLONY,
WEST MAHENDRAPALLY
SECUNDERABAD
500026
TELANGANA
सत्यमेव जयते
भारतीय गैर न्यायिक



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₹ 0000100/-
ZERO ZERO ZERO ZERO ONE ZERO ZERO

Power of Attorney
38159401683847555297-00008336
3815940 36/2022

Annexure

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I/We Sri Gaurang Modi, Authorised Signatory of Modi Properties Private Limited , a company incorporated under the Companies Act, 1956, having Corporate Identity Number U65993TG1994PTC0177795 and having its registered office at 5-4-187 / 3& 4 , Soham Mansion , II Floor , M.G. Road , Secunderabad 500 003.

SEND GREETINGS:

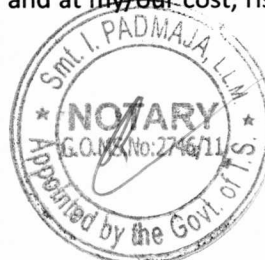
WHEREAS

- I/We am/are the owner/s of the immovable property/ies situated at All that Flat No. 102 in First Floor of Block-B with a carpet area of 1545 Sft., Built up area of 1715 Sft., and Super Built up area of 2140 Sft., with an undivided share of land adm., 69.42 Sq.yards in Sy.No. 82/1, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District. (hereinafter referred to as the **"Immovable Property/ies"**)
- By a Facility Agreement ref. ABF/SOUT/XTL/AUG22/N0068 dated 31st August, 2022 (hereinafter referred to as the **"Facility Agreement"**), made between DR NRK Biotech Pvt Ltd (hereinafter referred to as **"the Borrower"**) and Aditya Birla Finance Limited, a non-banking company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat – 326626, and one of the branch office at Telangana , (hereinafter referred to as **"ABFL"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) has agreed to grant or granted Facility/Facilities the Borrower(s) upto a maximum principal amount of INR 25,00,00,000/- INR Twenty Five Crores only) (hereinafter referred to as the said **"Facility"**)
- As one of the conditions for sanction of the said Facility and for securing the due repayment by the Borrower(s) of the said Facility, interest, fees, charges, costs and other expenses and all other amounts payable by the Borrower to ABFL. I/We have agreed to create/created a first and exclusive Deposit in favour of ABFL over the Immovable Property/ies by way of Simple Deposit/English Deposit/an equitable Deposit by deposit of title deeds and the details of the same are more particularly recorded in a separate Deed of Deposit/Declaration cum Confirmation Deed (In case an equitable Deposit is created) entered into with ABFL by us;
- Pursuant to the same, I/We have agreed to execute irrevocable Power of Attorney in favour of ABFL authorizing ABFL to do certain acts, deeds, matters and things in relation to the Immovable Property/ies in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I/We, do hereby unconditionally and irrevocably nominate, constitute and appoint ABFL (hereinafter referred to as the said **"Attorneys"**) as my/our true for true and lawful attorney for me/us in our name and acting through any of its duly authorized directors, officers, employees, agents or delegates as my/our true and lawful Attorney/s, for me/us and in my/our name and on my/our behalf, and at my/our cost, risk and expense, to do, execute

For MODI PROPERTIES PVT. LTD.

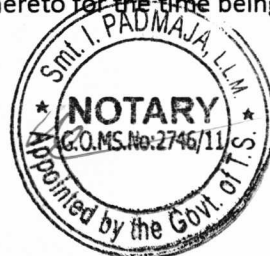
Director



and perform and/or cause to be done, executed or performed, all or any of the following acts, deeds, matters and things:

1. To take all steps and actions to perfect, protect and preserve the Depositd Properties (as defined in the Deed of Deposit/Declaration cum Confirmation Deed (in case of an Equitable Deposit) and the Deposit created over the Depositd Properties under the Deed of Deposit.
2. To take any action and execute any instrument, document or papers that may be necessary to accomplish the purpose of the Deed of Deposit/Declaration cum Confirmation Deed (in case of an Equitable Deposit) and the Facility Documents in relation to the Deposit and / or to keep the Deposit created by or pursuant to the Deed of Deposit/Declaration cum Confirmation Deed (in case of an Equitable Deposit) in full force and effect.
3. To collect the original title deeds pertaining to the Immovable Property/ies duly registered in my/our favour from the office of the concerned Sub Registrar and to keep the same in its custody.
4. To make, execute, sign, seal and deliver and cause to be registered (with the concerned Registrar/Sub Registrar of Assurances) in favour of ABFL at my/our cost and expense (Inclusive of all stamp duties, fees and taxes) in all respects:
 - i) A Simple/English and/or equitable or any other form of type of Deposit in respect of the Immovable Property/ies, as security for the said Facility together with interest/commission, further interest by way of liquidated damages, commitment charge, costs, charges and expenses and all other moneys payable by the Borrower to ABFL in respect of the Facility with all, covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of ABFL be deemed necessary or expedient and in the form acceptable to ABFL.
 - ii) All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
5. To apply for and obtain the necessary certificate/Certificates and permissions under Section 281 (1) of the Income Tax Act 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents for the purpose of Simple/ English and/or equitable or any other form or type of Deposit, to appear for and on behalf of me/us before the concerned authorities and pay and discharge all liabilities, if any, and reimburse all such sums so paid or debit such amounts to my/our account carrying interest at stipulated rates.
6. To sign and file any applications, statements, declarations, and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permissions or consent as may be necessary for creation of the said Simple/English and/or equitable or any other form or type of Deposit and all deeds and documents for the purpose of creating an effective security in favour of ABFL and for the above purpose to appoint any nominee/agent to appear for and on my/our behalf before the State Government and/or other authorities and to incur on my/our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my/our account carrying interest at the rates provided for in the Facility Agreement.
7. To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the

For MODI PROPERTIES PVT. LTD.
[Signature]
Director

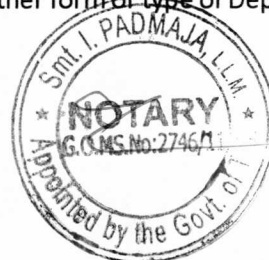


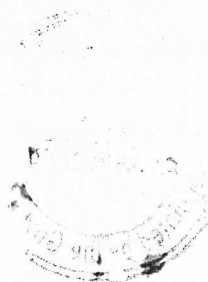
registration of documents and to present for registration the deed/s and document, executed by virtue of these presents including but not limited to Indenture of Deposit/Deposit Deed/Memorandum of Deposit of Title Deeds and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.

8. To enforce the security in terms of the Indenture of Deposit or the Memorandum of Deposit of Title Deeds including taking possession of the said Immovable Property/ies and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
9. On the occurrence of an Event of Default (as defined under the Deposit Deed/Facility Agreement), to assign and transfer all the Borrower's rights, powers and interests pertaining to the Immovable Property/(ies) (including any security deposits held by the Borrower) to and unto ABFL or such nominees of ABFL as ABFL may direct;
10. On the occurrence of an Event of Default, to appoint, nominate or engage any agent, advocate or other third party consultants for effecting assignment of the Immovable Property/(ies) as mentioned above and pay any fees or commission to such agent or advocate in that behalf and to sign and execute all such contracts, deeds of assignment and other writings and do all such other acts as may be necessary for effectually transferring the same to ABFL or its nominees (as per the directions of ABFL);
11. On the occurrence of an Event of Default, if required under Law, to appear and represent the Borrower, in its name and on its behalf before the relevant Sub-Registrar of Assurances or any other competent authority and lodge for registration all the deeds, documents, agreements, writings and to admit execution thereof.
12. On the occurrence of an Event of Default, to demand payment of and recover and receive the Rent/Lease Rentals (as defined in the Facility Agreement) (whether in pursuance of the transaction documents or otherwise) directly from the Lessee (as defined in the Facility Agreement) and take such actions or legal proceedings as may necessary for the purpose.
13. To engage and appoint advocates in respect of any proceedings filed or proposed to be filed pursuant to the power conferred on ABFL and make payment of their fees.
14. To give notices and any other instructions as may be deemed necessary or expedient by ABFL in accordance with the terms of the Deed of Deposit/Declaration cum Confirmation Deed (in case of an Equitable Deposit);
15. For the better and more effectually doing/performing and executing all the matters and things aforesaid, the Borrower(s) hereby further grant unto ABFL full power and authority to appoint or remove, from time to time or generally, any agent or agents, including but not limited to any director(s) or officer(s) of the Attorney, or substitute with all or any of the powers aforesaid in order to enable such agent/s or substitute/s to exercise all or any of the powers given by the Borrower(s) to ABFL by way of a Letter/Power of Attorney/Board Resolution;
16. And generally to do or cause to be done every other act, deed, matter or thing which ABFL may deem necessary or expedient for the purpose of or in relation to these presents as well as the effectual creation of the said Simple/English and/or Equitable or any other form or type of Deposit and all other

For MODI PROPERTIES PVT. LTD.

Director





deeds and documents in favour of ABFL, as fully and effectually as if I/We was/were present and had done, executed and performed the same myself/ourselves. Further to delegate to the substitute attorney or attorneys so nominated all or any or some of the powers, hereby conferred on ABFL as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest ABFL's Attorney of any of the power granted under the aforesaid clauses and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by such substitute or substitutes.

17. And I/We hereby agree, ratify and confirm all that ABFL may as such attorney lawful do or cause to be done in relation to and by virtue of these presents.
18. And I/We do hereby declare that this Power of Attorney is granted to ABFL for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section 202 of the Indian Contract Act, 1872 and shall be irrevocable till all the dues of ABFL with respect of the Facility including the principal amount thereof together with the interests, costs, charges, and expenses and all other monies due and payable thereon are fully and finally repaid to ABFL to ABFL's satisfaction. ABFL shall be entitled to exercise all or any of the powers hereby conferred at any time and to this extent it shall not be determined by the death, insolvency, insanity, bankruptcy of any or all of us.
19. This document shall be subject to the jurisdiction of the Courts and shall be governed by the Arbitration clause as provided for in the Facility Agreement.

IN WITNESS WHEREOF I/We have executed these presents on this day of _____

SIGNED AND DELIVERED

For MODI PROPERTIES PVT. LTD.
(Depositor)

Director

Place Telangana

Date _____

For MODI PROPERTIES PVT. LTD.

Director

