ABF/SOUT/XTL/AUG22/N0068

31st August 2022

To,

M/s. DR NRKBIOTECH PRIVATE LIMITED (Borrower)
Plot no. 11, TSIIC Industrial Development Area, Sno.230 to 243,
Turkapally, Hyderabad, Medchal - Malkajgiri, Telangana, 500078

M/s. MODI PROPERTIES PRIVATE LIMITED (Co-Borrower)
2nd Floor, 5-4-187/3 And 4, Soham Mansion, M.G Road,
Secunderabad, Ranga Reddy, Telangana – 500003

Kind Attn: Mr. Soham Satish Modi, Managing Director

Dear Sir,

With reference to your application for Term loan Facility and further discussions in this regard, we are pleased to communicate our sanction of Rs. 25,00,00,000/- (Rupees Twenty-Five Crores Only) subject to acceptance of the following terms and conditions and compliance of necessary procedures as detailed here in below:

Facility	**Amount (Rs. In Cr)**
Term Loan (Construction Finance)	25.00
Total	**25.00**
Common customer Code	**46840871**

Section 1: - Conditions for individual facilities

Facility No	1	Facility Name	Term Loan/Construction Finance
Facility Amount	Rs. 25.00 Cr (Rupees Twenty-Five Crores only)		
Purpose	Towards construction of Nextopolis project at Genome Valley, Telangana		
Interest rate/ Facility Pricing B.Usha Sri	The applicable rate under this Facility for every disbursement is linked to Long term reference rate of ABFL (LTRR) +/- Spread LTRR at present is 18.65 % Spread at present is "-7.65 % Effective rate of interest is 11.00% p.a ABFL reserves the right to revise the rates / spread/ reference rate in the event of increase in the short term money markets rates		
Interest Payment Frequency	Monthly		

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Manasa Manasa Manasa

For MODI PROPERTIES PVT. LTD.
Director

For Dr NRK Biotech Private Limited

Aditya Birla Finance Ltd.
(A part of Aditya Birla Capital Ltd.)
No. 01(78), Star Avenue, 6th Cross Victoria Layout, Victoria Road,
Bangalore - 560025, Karnataka.
Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com I https://abfl.adityabirlacapital.com

Registered Office:
Indian Rayon Compound, Veraval,
Gujarat - 362 266.
CIN: U65990GJ1991PLC064603

ISO 9001 Quality Management

Processing Fees	Rs. 625000/- Plus applicable taxes
Cersai charges	Rs. 400/- Plus applicable taxes
Documentation Charges	As per actual
Last Draw Down date	31/03/2023
Repayment Schedule	• Tenor - 120 months • Moratorium – 12 months Principal moratorium. • Repayment – 108 months graded EMI (Tentative schedule) <table><tr><th>Year</th><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6</th><th>7</th><th>8</th><th>9</th><th>Total</th></tr><tr><td>**Principal (Rs Cr)**</td><td>1.11</td><td>1.41</td><td>1.76</td><td>2.15</td><td>2.59</td><td>3.08</td><td>3.64</td><td>4.28</td><td>4.99</td><td>**25.00**</td></tr></table> • Interest – To be serviced monthly
Specific pre-disbursement	Conditions precedent to 1st tranche (Disbursement to be restricted to Rs.8.5 Cr): a) Existing facility with Vardhaman Mahila Cooperative to be closed and a closure with no due letter to be submitted to ABFL. b) PGs of Mr. Soham Modi and Mr. Anand Kumar to be obtained. c) CA certified networth certificate with details of assets and liabilities of both the guarantors to be submitted. d) Two set valuations from ABFL panel valuer of the Project Nextopolis and other collateral securities to be obtained before disbursement. e) Satisfactory LSR and TSR of the project Nextopolis and other collateral securities to be obtained before disbursement. f) RMoE of the Nextopolis Project, 3 flats at May Flower Platinum and 9 plots at Kundanpally Village, under Dammaiguda Municipality to be completed before disbursement. g) Hypothecation of project cashflows, present and future rentals and Project escrow agreement to be executed before disbursement. h) Minimum security cover of 1.5x to be ensured during the ABFL loan tenor. i) 12M ISRA (proportionate to ABFL disbursement) to be created upfront. j) Borrower/ Guarantors to give following undertakings: • Borrower shall not raise debt from any other lender during ABFL loan tenor. • Borrower will not raise further debt without prior written consent from ABFL during the ABFL loan tenor. • Any cost escalation or time overrun due to any reason including but not limited to obtaining statutory approvals or any other reasons beyond the control of the Borrower, to be borne entirely by the Borrower/ Guarantors and the Borrower/Guarantors to keep ABFL indemnified. • Any shortfall in the rental tie up or any delay in the rent commencement will be made good by the Borrower from their internal sources in order to ensure that ABFL loan obligations are timely met. • Borrower to give a shortfall undertaking that any reduction in rental yields during the ABFL loan tenor will be made good by infusing funds from Borrower's own sources and ABFL loan dues will get timely paid. • The terms of the registered lease deed must not to be less favorable than that of the indicative term sheet in the LOI. The registered lease deed to carry Bank/NBFC borrowing clause by way of assignment of receivables. **Specific conditions to be complied with before disbursements of every subsequent tranche:** a) CA certified end use certificate of the previous tranche.

For Dr NRK Biotech Private Limited
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	b) Submission of LIE on the project progress (% completion), physical milestones with comment on time and cost overrun to be submitted. c) CA certificate on the expenses incurred till date to be submitted. d) Compliance of all performance covenant on physical milestones. e) Security cover of 1.5x to be ensured. f) Compliance of DER of 45:55 g) Proportionate ISRA to be created. <u>Conditions Precedent to 2nd disbursement (Disbursement to be restricted to Rs.1.5 Cr)</u> a) Compliance of performance covenant on physical milestones pertaining to 2nd tranche. b) Completion of ROC and CERSAI with the timelines as per ABFL policy. c) Submission of construction all risk insurance with suitable Bank clause to be obtained. d) Escrow account to be operationalized. Vendor payments to be made through ABFL escrow. <u>Conditions Precedent to 3rd disbursement (Disbursement to be restricted to Rs.10 Cr)</u> a) LOIs for a minimum 75% of the leasable area to be submitted. b) Compliance of performance covenant on physical milestones pertaining to 3rd tranche. <u>Conditions Precedent to 4th disbursement (Disbursement to be restricted to Rs.3 Cr)</u> a) Compliance of performance covenant on physical milestones pertaining to 4th tranche. <u>Conditions Precedent to 5th disbursement (Disbursement to be restricted to Rs.2 Cr)</u> a) Registered lease deeds equivalent to 75% of the leasable area to be submitted. b) OC/ Completion certificate to be submitted.
Specific post-disbursement	a) CA certified end use certificate to be submitted. b) Submission of LIE report on project completion to be submitted.

Penal Interest	**2% p.a. on entire principal / payable interest in case of delay in repayment of principal/ Interest /charges** **The rate of interest will be 2% higher than the rate stipulated under each of the facilities till the security is created.** **If security is not created within the stipulated timeframe then a penal interest of 18% on entire principle**
Prepayment	In case borrower desires to prepay the loan, the prepayment of loan will be accepted with a prepayment penalty of 2% on the outstanding amount.
Payment Mechanism of Interest	RTGS
Payment Mechanism of Principal	RTGS

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Section 2: - Common Securities

Primary Security:

Type of Security	Status of security	Time for perfecting security	Description of security
RMoE of Project Nextopolis	Primary Security	Pre-Disbursement	Exclusive charge by way of RMOE of property located at Plot number 11 admeasuring 11471 sq. yds. (2.37 acres) in Shapoorji Pallonji Park Phase 1 survey number 230 to 243 situated at Turkapally village, Shamirpet Mandal, Medchal Malkajgiri district, Telangana state at (Genome Valley – Nextopolis Project) Owner Name: M/s. DR NRKBIOTECH PRIVATE LIMITED
RMoE of Mayfair Apartment	Collateral Security	Pre-Disbursement	Exclusive RMoE of 3 flats - A-102, B102 & B-206 at Mayflower Platinum, Mayflower Platinum, Plot nos. 15 and 20, Ward no. 3, Block no. 4, Narshima Nagar Colony, part of Sy no. 82/1, Mallapur Village, Uppal Mandal and under GHMC Circle, Medchal-Malkajgiri District-500076 Owner Name: M/s. MODI PROPERTIES PRIVATE LIMITED
RMoE of 9 plots	Collateral Security	Pre-Disbursement	Exclusive RMoE of 9 plots located at Plot No-31, 32, 33, 34, 36, 37, 39 and 42 at Sy nos. 3 Part and 180 part, Kundanpally Village, under Dammaiguda Municipality, Keesara Mandal, Medchal-Malkajgiri District-501301 Owner Name: Mr ANAND KUMAR BHASHYAKARLA & Mrs BHASHYAKARLA USHASRI
Hypothecation charge	Hypothecation charge	Pre-Disbursement	Exclusive hypothecation charge on the movable fixed asset of borrower associated to Nextopolis project along with lease rentals, both present & future. Owner Name: M/s. DR NRKBIOTECH PRIVATE LIMITED
Personal Guarantee	Personal Guarantee	Pre-Disbursement	PGs of Mr SOHAM SATISH MODI and Mr ANAND KUMAR BHASHYAKARLA
ISRA/DSRA	Lien Mark	To be created from disbursement	Initial ISRA to be set-up for debt servicing during principal morat. – Rs 0.935 Cr, ISRA during the principal moratorium to be increased adjusting from each disbursement, Post conversion of Construction finance to LRD limit, DSRA amount to be 3 months EMI ~Rs 0.89 Cr.

Guarantee: -

Facility No	Facility Name	Name of Guarantor	Time for perfecting security	Address	Comments

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1	Term Loan	Mr Soham Satish Modi	Pre-disbursement	S/o. Satish Modi, Plot no 280, Road no 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Banjara Hills, Hyderabad, Andhra Pradesh - 500034	CA-Certified networth statement prior to disbursement
2	Term Loan	Mr Anand Kumar Bhashyakarla	Pre-disbursement	S/o. Bhashyakarla Narasimha Ramulu, Jai Sai Nilayam, Plot no 869, H No 37-18/869, Defense Colony, 5th Avenue Bakery, Sainikpuri Post, Malkajgiri, Hyderabad, Andhra Pradesh -500094	CA-Certified networth statement prior to disbursement

Escrow Mechanism-

- Hypothecation of project cashflows, present and future rentals and Project escrow agreement to be executed before disbursement.
- ABFL Escrow account to be operationalized prior to 2nd disbursement. Vendor payments to be made through ABFL escrow.

Section 3: - UDC- 4 cheques Rs 6.25 Cr cheques, PDC – NIL

Section 4: - Financial Documentation

Disbursement Guidelines	– Request letter for disbursement specifically mentioning rate of interest – Letter from the Company mentioning the account details in which funds needs to be transferred – Payment will go to the account as mentioned in the above letter. – Any other document as may be required by ABFL. Note: Disbursement will be made to the account number as mentioned in the drawdown request of the Borrower.
Post-disbursement condition	– CA certified end use certificate to be submitted. – Submission of LIE report on project completion to be submitted.
Financial Documents	For Term Loan: - Execution of Loan Agreement - Demand Promissory Note along with Letter of Continuity - 4 UDCs of "Not over Rs. 6.25 Cr each " in favour of "Aditya Birla Finance Limited" along with an undertaking letter -RTGS Undertaking Letter - Accepted Sanction Letter by Borrower's Authorized Signatory - Board Resolution of the Borrower/Co-Borrower - Personal Guarantee to be obtained from all the guarantors

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Bangalore
For Dr NRK Biotech Private Limited
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	- Net worth statement of recent dated of Guarantor duly certified by CA - Duly filled KYC form along with necessary documentary proof for the Borrower, Authorized Signatories and the Guarantor(s), if any. - Letter of acceptance for non interest bearing DSRA/ISRA -Original signature verification of the Authorized Signatories from the Banker -Certified true copy of MOA & AOA of the Borrower/Co-Borrower -Any other document as may be required by ABFL
Security Related Documents	Exclusive charge on all Current Assets - Deed of Hypothecation - Power of Attorney - Registration of charge with ROC prior to disbursement For Collateral Property: - Title Search by ABFL approved lawyer - Valuation by ABFL approved valuer - Legal opinion report by ABFL approved lawyer - Original Legal Vetting report - Original Property Papers as per Legal Opinion report - Declaration cum Confirmation Deed along with POA - Mortgage Deed - Registration of charge with ROC (Form CHG-1) within 30 days of security perfection - Addition of Security Interest with CERSAI within 30 days of security perfection - Copy of Property Insurance in favour of ABFL within 30 days of security perfection For Escrow Account: - Tripartite Agreement - Confirmation from payer to make payment to ESCROW account

Section 5- Monitoring Conditions

a.) Audited BS to be submitted annually by November every year.
b.) Provisional BS to be submitted annually by June every year.
c.) Minimum collateral cover of 1.5x to be ensured during ABFL loan tenor.
d.) Submission of quarterly escrow statements
e.) Performance Covenants: Below physical milestones to be confirmed by LIE in their report.

Tranche	**Physical Milestones before issuance of respective tranches**
2nd Tranche disbursement not exceeding Rs.1.5 Cr	Completion of Slab 2 and Commencement of Slab 3
3rd Tranche disbursement not exceeding Rs.10 Cr	Completion of Slab 3, Slab 4 and Brickwork alongwith plastering of Stilt, 1st floor & 2nd floor to be completed
4th Tranche disbursement not exceeding Rs.3 Cr	Brickwork & Plastering of 3rd & 4th floor to be completed Completion of waterproofing, External plastering Commencement of Lift installation, Driveways, Sumps, Water supply and Common area finishing

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5th Tranche disbursement not exceeding Rs.2 Cr	Submission of OC/Completion certificate and registered lease deeds for 75% of the leasable area.

Event of Default Conditions:

a.) Failure to meet the physical milestones stipulated hereinabove shall trigger EOD

b.) Failure to obtain OC/Completion certificate by June'2023 shall trigger EOD

Triggering of EOD will allow ABFL to review the facility/levy penal charges/ recall the loan facility.

Conditions for compliance before LRD conversion:

a.) NOCs from all tenants to route rentals through ABFL escrow.

b.) 3M DSRA to be maintained

Section 6: - Financial Covenants – Not Applicable

Sales							
EBIDTA margin							
DSCR							
Total Debt / EBITDA							
Total Debt/ Equity							
FACR							

Definition of the covenants given:

- **DSCR** means Debt Service Coverage Ratio to be computed as the ratio of (EBIDTA – Tax) / (Total interest expenses + Current maturities of long-term borrowings of previous financial year).
- **EBIDTA** means Operating income i.e., EBIT + Depreciation + Amortization - Non-operating income (if included).
- **Debt** means Total debt including standalone debt plus any debt/obligation for which any guarantee has been extended by the borrower.

Section 7: - General Pre-disbursement and Post Disbursement conditions

1. Form CHG 1 to be filed with ROC within 30 days from the date of creation of charge under the Security Documents of the borrower.
2. ABFL shall, at its discretion, obtain a confidential credit report on the borrower from its other lenders.
3. The obligation of the Lender to make disbursements out of the Facility shall be subject to the Borrower complying with the following conditions to the satisfaction of ABFL. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL.
4. ABFL reserves the right to appoint qualified accountants / technical experts /management consultants of its choice to examine the books of accounts, factories and operations of the borrower or to carry out a full concurrent/statutory audit. The cost of such inspection shall be borne by the Borrower
5. The borrower shall forward to ABFL, provisional balance sheet and Profit & Loss Account within 3 months of year-end and audited accounts within 6 months of year end. Quarterly financial results shall be submitted within 60 days from the end of each quarter or with the filing with stock exchange for listed borrower.
6. During the currency of ABFL's credit facility(s), the borrower will not without ABFL's prior intimation in writing:
   a) not create any further charge over the assets to be hypothecated to ABFL;
   b) undertake any expansion or fresh project or acquire fixed assets, while normal capital expenditure, e.g. replacement of parts, can be incurred.

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c) formulate any scheme of amalgamation with any other borrower or reconstruction, acquire any borrower;
d) undertake guarantee obligations on behalf of any other borrower or any third party, except in the ordinary course of business of the Borrower;
e) declare dividend for any year except out of profits relating to that year after making all the due and necessary provisions provided that no default had occurred in any repayment obligation and Bank's permission is obtained;
f) make any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time;
g) Borrower has to intimate ABFL within 7 days for any change in senior management. If such change is not acceptable to ABFL, ABFL has the right to review the facility. If the terms after review, are not acceptable to the borrower, the borrower has the right to repay the facility within 7 working days without any prepayment penalty.

Section 8: - General Conditions

1. The loan shall be utilised for the purpose for which it is sanctioned and it should not be utilised for any speculative purposes.
2. The borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to ABFL at regular intervals such statements as may be prescribed by ABFL in terms of the RBI / Bank's instructions issued from time to time.
3. The borrower will keep ABFL informed of the happening of any event which is likely to have an impact on their profit or business and more particularly, if the monthly production or sale and profit are likely to be substantially lower than already indicated to ABFL. The borrower will inform accordingly with reasons and the remedial steps proposed to be taken.
4. ABFL will have the right to examine at all times the borrower's books of accounts and to have the borrower's factory(s)/branches inspected from time to time by officer(s) of the ABFL and/or qualified auditors including stock audit and/or technical experts and/or management consultants of ABFL's choice and/or we can also get the stock audit conducted by other banker. The cost of such inspections will be borne by the borrower.
5. The borrower should not pay any consideration by way of commission, brokerage, fees or in any other form to guarantors directly or indirectly.
6. The Borrower and Guarantor(s) shall be deemed to have given their express consent to ABFL to disclose the information and data furnished by them to ABFL and also those regarding the credit facility/ies enjoyed by the borrower, conduct of accounts and guarantee obligations undertaken by guarantor to the Credit Information Bureau (India) Ltd. ("CIBIL"), or RBI or any other agencies specified by RBI who are authorised to seek and publish information.
7. The Borrower will keep the ABFL advised of any circumstances adversely affecting their financial position including any action taken by any creditor, Government authority against them.
8. The borrower shall procure a consent every year from the auditors appointed by the borrower to comply with and give report / specific comments in respect of any query or requisition made by us as regards the audited accounts or balance sheet of the borrower. We may provide information and documents to the Auditors in order to enable the Auditors to carry out the investigation requested for by us. In that event, we shall be entitled to make specific queries to the Auditors in the light of Statements, particulars and other information submitted by the borrower to us for the purpose of availing finance, and the Auditors shall give specific comments on the queries made by us
9. The sanction limits would be valid for acceptance for 30 days from the date of the issuance of letter.
10. Provided further that notwithstanding anything to the contrary contained in this Agreement, ABFL may at its sole and absolute discretion at any time, terminate, cancel or withdraw the Loan or any part thereof (even if partial or no disbursement is made) without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all

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other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABFL by the Borrower forthwith upon demand from ABFL

Yours sincerely,
For Aditya Birla Finance Limited

Aditya Birla Finance Ltd. Bangalore

Authorized Signatory

ACKNOWLEDGEMENT, APPROVAL AND ACCEPTANCE:

We hereby acknowledge, approve and accept the terms and conditions detailed in this letter and agree, undertake and confirm to comply with the aforesaid terms and conditions in connection with the facility.

Approved and accepted by:

M/s M/s. DR NRKBIOTECH PRIVATE LIMITED (Borrower)

For Dr NRK Biotech Private Limited
(Authorized Signatory)

Mrs./Mr. ____________________
Director

Its Director (s) pursuant to the authority granted by the Board Resolution
Date:

M/s. MODI PROPERTIES PRIVATE LIMITED (Co-Borrower)

For MODI PROPERTIES PVT. LTD.
(Authorized Signatory)

Mrs./Mr. ____________________
Director

Its Director (s) pursuant to the authority granted by the Board Resolution
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