

Stamp Duty Payment Details

This is payment confirmation challan (not an eStamp Certificate)

Stamp Duty	₹1000.00
Certificate No.	AS579058, AS579056, AS579065, AS579068, AS579066, AS579071, AS579063, AS579064, AS579007, AS579070
State	Telangana

Party Details

First Party	ICICI Bank Limited
Second Party	GV RESEARCH CENTERS PRIVATE LIMITED
Stamp Duty Paid By	Second Party
Date of Execution	Date of execution/acceptance by ICICI Bank
Description	

Additional Details

Loan Amount	₹300000000.00
Borrower Name	GV RESEARCH CENTERS PRIVATE LIMITED
CAL Number/COLOR ID	CAL170635648931

Note

Please note that this not a stamp paper, this is just a challan audencing payment of stamp duty.

DEED OF HYPOTHECATION

This unattested Deed of Hypothecation (hereinafter referred to as the "**Deed**", which expression shall include the Schedule(s) hereof and all amendments / supplements made from time to time) is executed on the day, month and year and at the place as set out in Schedule I hereof,

by

The person(s) named as Borrower, details whereof are more particularly described in Schedule I hereto (hereinafter referred as "**Borrower**").

in favour of

ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at ICICI Bank Towers, Near Chakli Circle, Old Padra Road, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051, and among others, a branch / office at the place specified in Schedule I hereof (hereinafter referred to as the "**Bank**")

The "Borrower" shall mean, jointly and severally, any and each of the person(s) named as Borrower in the Schedule I to the Deed. The expression 'Borrower' shall , unless it be repugnant to the subject or as the context may permit or require, include (i) in the case of a company/society/Limited Liability Partnership ("LLP") registered under the applicable laws, its successors and permitted assigns, (ii) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (iii) in the case of a proprietary concern, the proprietor / proprietors (both in his / her personal capacity and as proprietor / proprietors of the concern) and his / her their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern, (iv) in the case of a Hindu Undivided Family ("HUF"), the Karta of the HUF and any or each of the adult members / coparceners of the joint HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors, (v) in the case of an individual, his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns, (vi) in the case of a trust, the trust / trustee(s) for the time being, its successors and permitted assigns

WHEREAS:

1. By facility agreement(s) and/or ISDA Agreement (including any confirmation executed thereunder) as specified in

Schedule ("**Facility Agreement(s)**", which expression shall include all respective amendments and supplements made thereto from time to time) executed between the Borrower and the Bank, the Bank has agreed to grant/extend to the Borrower and the Borrower has agreed to avail from the Bank, on the terms and conditions contained in the Facility Agreement(s), certain facilities / financial assistances upto the amount / overall limits in the aggregate not exceeding respective amounts specified in Schedule I hereof (hereinafter referred to as ("**Facilities**", which expression shall, as the context may permit or require, mean any or each of such Facilities).

2. One of the conditions of the Facility Agreement(s) is that the Facilities together with all interest, commission, costs, charges, expenses, additional interest, taxes, collection charges and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement(s) and/or the other Transaction Documents shall be secured, inter alia, by a charge over the assets, with such ranking as is more particularly specified in Schedule I hereof.

3. The Bank has called upon the Borrower to execute these presents which the Borrower has agreed to do in the manner hereinafter expressed.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

1. In pursuance of the Facility Agreement(s) and in consideration of the Bank having granted/extended and/or agreed to grant/extend the Facilities to the Borrower on the terms and subject to the conditions set out in the Facility Agreement(s) and in consideration of the premises, the Borrower hereby agrees, confirms and undertakes that the Borrower shall repay/pay the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation/devaluation/fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement(s) and/or the other Transaction Documents and shall duly observe and perform all the terms and conditions of the Facility Agreement(s) and the other Transaction Documents.

2. In pursuance of the Facility Agreement(s) and for the consideration aforesaid, the Borrower hereby hypothecates and charges in favor of the Bank, as and by way of a charge of the ranking more particularly specified in Schedule I hereto, all the right, records, title, documents, interest, benefits, claims and demands whatsoever of the Borrower in and to or in respect of the assets more particularly specified in Schedule I hereof (hereinafter referred to as the "**Hypothecated Assets**"), as security for repayment / payment of the Facilities, all interest, commission, costs, charges, expenses additional interest, taxes, collection charges and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any,

involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement(s), these presents and/or the other Transaction Documents.

3. The security hereby created is in addition to and not in modification, limitation or substitution to any other security or securities, and is independent of, and without prejudice to any such security or securities or any other deed, instrument or agreement which the Bank may now or hereafter hold for the Facilities or any part thereof and this security may be enforced against the Borrower without first having any recourse to any other rights of the Bank.

4. In further pursuance of the Facility Agreement(s) and for the consideration aforesaid, the Borrower hereby further agrees, confirms, declares and undertakes with the Bank as follows:

(i) The Borrower shall at its expense keep the Hypothecated Assets in a marketable and good condition.

(ii) The Borrower shall insure the Hypothecated Assets, as may be stipulated by the Bank (which may include insurance against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, erection risk, war risk and such other risks including marine and transit and other hazards incidental to the acquisition, transportation or delivery of the Hypothecated Assets to the place of use or installation) in the form and manner acceptable to the Bank.

(iii) The insurance in respect of the Hypothecated Assets shall be taken in the joint names of the Borrower and the Bank, or the Bank's name should be noted as first loss payee on such insurance policy/ies favour, or such an insurance policy should be endorsed in favour of the Bank by an "Agreed Bank Clause". The Borrower shall deliver to the Bank the relevant policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Bank the renewal receipts / endorsements / renewed policies therefor and till such insurance policies / renewal receipts / endorsements are delivered to the Bank, the same shall be held by the Borrower in trust for the Bank. The Borrower shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default, the Bank may (but shall not be bound to) take out/renew such insurance and pay such premium as may become due. Any premium paid by the Bank and any costs, charges and expenses incurred by the Bank shall forthwith on receipt of a notice of demand from the Bank be reimbursed by the Borrower to the Bank together with interest thereon at applicable interest rate under the Facility Agreement(s), from the date of payment till reimbursement thereof and until such reimbursement by the Borrower, the same shall be a charge on the Hypothecated Assets. The Borrower further expressly agrees that the Bank shall be entitled, at its sole discretion, (a) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower and (b) to receive all monies payable under any such insurance or under any claim made thereunder and to

give a valid receipt therefor, and that the amount so received shall be adjusted towards repayment/payment of amounts in respect of the Facilities and the Borrower shall not raise any question that a larger sum might or ought to have been received or be entitled to dispute liability of the Borrower for the balance remaining due after such adjustment;

(iv) The Borrower shall, if the Borrower is a company, file all necessary forms and documents with the Registrar of Companies with regard to security in accordance with applicable laws and as per the timelines prescribed by the Bank. The Borrower shall also execute such other deeds, documents, instruments (including all transfers, conveyances, assignments and assurances of the Hypothecated Assets) and do all such acts and things (in the form and manner) as may be required by the Bank to perfect, protect or enforce the security created hereunder or realise the value of the Hypothecated Assets.

(v) The Borrower shall pay all rents, taxes and outgoings in respect of any immoveable property in or on which the Hypothecated Assets may for the time being be lying and / or stored and shall keep such property insured against loss or damage by fire and against such other risks as may be required by the Bank and shall produce the policies of insurance to the Bank whenever required by the Bank.

(vi) The Bank's authorized person(s) / nominee(s) shall be entitled, at all times with or without notice to the Borrower and at the risk and expense of the Borrower and, if so required, as attorney for and in the name of the Borrower, to enter any place where the Hypothecated Assets and/or all records and documents in relation thereto may be lying or stored or kept and inspect, value, insure, superintend disposal and/or take particulars of all or any part of the Hypothecated Assets and check any statements, accounts, reports, information, and for the purpose of such entry, do all acts, deed and things deemed necessary by the Bank, including breaking open of any place where the Hypothecated Assets and/or the records and documents in relation thereto may be lying or stored or kept;

(vii) The Borrower undertakes to co-operate with such inspections and other steps without demur or protest, including making available such staff as the Bank and their representatives may require in connection with such inspection and, providing unimpaired access to the aforesaid place to the Bank and their representatives at all times as may be required by the Bank.

(ix) The rights and benefits of the Bank hereunder shall be in addition to and not in derogation of any of their rights, benefits and privileges under Applicable Law (including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002). The Bank may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower acknowledges that the powers of the Bank in this regard shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver by the Bank.

(x) Notwithstanding any pending suit or other proceeding, the Borrower undertakes to give immediate possession of

the Hypothecated Assets and all records / documents in relation thereto to the nominees or authorized persons of the Bank, on demand, and to transfer and to deliver to the Bank all related bills, contracts, securities and documents and the Borrower hereby agrees to accept the Bank's account of sales and realisations as sufficient proof of amounts realised and relative expenses and to pay on demand any shortfall thereby shown. Provided, however, that the Bank shall not in any way be liable or responsible for any loss, damage or depreciation that the relevant Hypothecated Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Bank or by reason of exercise or non-exercise of rights and remedies available to the Bank as aforesaid.

(xi) The security created hereunder shall continue to remain unaffected by reason of the relevant account being brought to credit at any time or of its being drawn upon to the full extent and afterwards being brought to credit, and shall continue and remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies involved, whatsoever stipulated in or payable under the Facility Agreement(s) and/or the other Transaction Documents and termination of the Facility Agreement(s) and the Borrower's liability in respect of the Facilities shall not be affected, impaired or discharged by winding up / insolvency / death / dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower or takeover of the management or nationalisation of the undertaking of the Borrower, as the case may be.

(xii) All the Hypothecated Assets and all sale realisations and insurance proceeds thereof and all documents / records under this security shall always be kept distinguishable and held in trust for the Bank and specifically appropriated to this security and be dealt with only under the directions of the Bank and the Borrower shall not create any charge, mortgage, lien or other encumbrance upon or over the same or any part thereof except in favour of the Bank nor suffer any such charge, mortgage, lien or other encumbrance or any attachment or distress to affect the same or any part thereof nor do or allow any thing that may prejudice this security and the Bank shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof. Except to the extent specifically permitted by the Bank hereunder or otherwise in writing, the Borrower shall not sell or dispose of all or any of the Hypothecated Assets in any manner whatsoever and the Borrower shall on any and every such sale or disposal pay to the Bank, if so required by them, the proceeds, net of any taxes, of the sale or disposal in satisfaction, so far as the same shall extend, of the monies, due and payable by the Borrower to the Bank, provided that the Borrower may without payment to the Bank, if the Bank so agrees in writing, replace outmoded equipment by equipment of equivalent or greater value.

(xiii) The Borrower shall, immediately on demand, reimburse with interest a) any sums that are payable by Borrower under the Deed but are paid by the Bank, its

representatives or the Receiver, b) all costs and expenses incurred by the Bank or any Receiver, representative or other person nominated by the Bank for all or any of the purposes mentioned in the Deed; at the applicable interest rate specified in the Transaction Documents calculated from the date on which such amounts become payable or due under the notice of demand and until payment or reimbursement of all such sums or liabilities, the same shall be deemed to be part of the obligations of the Borrower and shall be a charge upon the Hypothecated Assets. Notwithstanding anything contained herein all such amounts may be debited from the accounts maintained by the Borrower with the Bank. (xiv) The Borrower shall bear all legal, other costs, charges, fees and expenses in connection with inspection, dealings with any authority; appointment or removal of any agents, accountants, counsels or receivers by the Bank; execution, delivery, stamping, registration and enforcement of this Deed and all other documents related to the security interest created under this Deed; including, costs, charges, fees and expenses incurred by the Bank, Receiver and their representatives in connection with any matter or thing done or omitted to be done in respect of or pursuant to this Deed; and incidentals thereto. Any amount paid by any person towards fulfilment of obligations for which payment is held to be void or set aside on the liquidation or winding up of the Borrower or otherwise, shall not be considered to have been paid.

(xv) The Borrower shall whenever required by the Bank, give full particulars to the Bank of all the Hypothecated Assets and other assets of the Borrower and shall furnish and verify all statements, reports, returns, certificates and information including all information pertaining to any future receivables, cash flows or assets which are part of the Hypothecated Assets from time to time and as required by the Bank and make, furnish and execute all necessary documents to give effect to this security.

(xvi) The Borrower hereby declares that the Hypothecated Assets are and will at all times be the absolute property of the Borrower at the sole disposal of the Borrower and subject to the charges created and/or to be created with the specific permission of the Bank in writing, be free from any charge, trust, pledge, lien, claim or encumbrance and as to future goods / assets the same shall likewise be unencumbered, absolute and disposable property of the Borrower with full power of disposition over the same. The Borrower shall not compound or release any of the book debts nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the prior written approval of the Bank.

(xvii) The Borrower hereby authorizes the Bank or its authorized representatives to issue, accept, alter, acknowledge bills/receipts/ invoices in relation to the Hypothecated Assets on behalf of the Borrower.

(xviii) The security created hereunder shall operate as a continuing security for the benefit of the Bank and Banks's successors and assigns from time to time, notwithstanding any intermediate payment or other matter whatsoever and in particular the intermediate satisfaction by the Borrower or any other person for the Borrower, of the whole or any part of the Facility.

(xix) The Borrower shall execute such other deeds or

documents as may be required by the Bank to further perfect and protect the security created hereunder.

(xx) The Borrower shall not make any alteration or modifications to the Hypothecated Assets without prior written approval of the Bank. Where such consent has been granted and the Borrower replaces, any Hypothecated Assets, such replaced plant, equipment or asset shall automatically form part of the security created hereunder without any further documentation.

(xxi) The Borrower shall display / mark the Bank's name on the factories, premises, godowns and other places where the Hypothecated Assets and / or all documents / records in respect thereof are stored / kept / installed / used / lying, indicating that such Hypothecated Assets are hypothecated to the Bank.

xxii) The Borrower shall not impede or make any machinery or equipment forming a part of the Hypothecated Assets to make it an immoveable property without prior written approval of the Bank.

5. Nothing contained herein shall prejudice the rights or remedies of the Bank in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Borrower to the Bank.

6. In the event of any breach or default by the Borrower in the performance of its obligations hereunder or any of the terms, covenants, obligations and conditions stipulated in the Facility Agreement and/or the other Transaction Documents or in the event of the charge over the Hypothecated Assets having become enforceable for any reason whatsoever, the Bank or their nominees or authorized persons shall, in case such breach or default is not remedied, where such remedy is permitted by the Bank, by the Borrower to the satisfaction of the Bank, without any notice and without assigning any reason and at the risk and expense of the Borrower and if necessary as attorney for and in the name of the Borrower, be entitled (without prejudice to any other rights and remedies) exercise such rights and remedies, including (but not limited to) : (a) to enter into and upon the premises of the Borrower and/or any other person who then has possession of the Hypothecated Assets, (b) to seize, recover, collect, withdraw, receive the Hypothecated Assets and/or any income, profits and benefits thereof without interruption or hindrance by the Borrower and/or by any person(s), (c) to remove and/or sell by public auction or by private contract, dispatch or consign for realisation or otherwise dispose of or deal with all or any part of the Hypothecated Assets and enforce, realise, settle, compromise and deal with any rights or claims relating thereto without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof, (d) to be freed and discharged and well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands, charges and encumbrances whatsoever, or to direct the Borrower and/or other concerned person to sell, assign or otherwise liquidate, any or all of the Hypothecated Assets, (e) to claim the proceeds of any such sale or

liquidation, (f) to retain all amounts and/or other proceeds received or receivable by the Bank in respect of the Hypothecated Assets and use them, in whole or part, towards repayment / payment of all amounts in respect of the Facilities, (g) to direct the Borrower and/or other concerned person in writing to deliver the Hypothecated Assets to the Bank on a date and time indicated by the Bank, in which event the Borrower shall, at its own expense, deliver / forthwith cause the same to be delivered to the Bank; and/or provide / cause to be provided such guards and maintenance services as shall be necessary to protect the same, (h) exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in the Transaction Documents or for an injunction against a violation of any of the terms and conditions of this Deed, or in aid of the exercise of any power or right granted in this Deed direct the Borrower or any other concerned person to sell, assign or otherwise liquidate, any or all of the Hypothecated Assets;

7. The Bank shall not be under any liability whatsoever towards the Borrower or any other person for any loss or damage to the Hypothecated Assets from or in whatever cause or manner arising whether such Hypothecated Assets shall be in the possession of the Bank or not at the time of such loss or damage or the happening of the cause thereof. The Borrower shall at all times indemnify and keep indemnified the Bank from and against all suits, proceedings, costs, charges, claims, taxes and demands whatsoever (including without limitation legal and other fees on a full indemnity basis) that may at any time arise, or be brought or made by any person against the Bank in respect of any acts, matters and things lawfully done or caused to be done by the Bank in connection with the Hypothecated Assets or in pursuance of the rights and power of the Bank under this Deed, the Facility Agreement and /or the other Transaction Documents.

8. The Bank, at any time after the security hereby created has become enforceable and whether or not the Bank shall then have entered into or taken possession of the Hypothecated Assets and in addition to the powers hereinbefore conferred upon the Bank after such entry into or taking possession of Hypothecated Assets, may have a receiver or receivers (the "**Receiver**") appointed of the Hypothecated Assets or any part thereof. The following provisions shall apply to such Receiver:

(i) Unless otherwise directed by the Bank, such Receiver shall have and exercise all powers and authorities vested in the Bank;

(ii) Such Receiver shall, in exercise of his powers, authorities and discretions, conform to the regulation and directions from time to time made and given by the Bank;

(iii) The Bank, may from time to time, fix the remuneration of such Receiver and shall direct payment thereof out of the Hypothecated Assets, but the Borrower alone shall be liable for the payment of such remuneration;

(iv) The Bank may, from time to time and at any time, require such Receiver to give security for the due performance of his

duties as such Receiver and may fix the nature and amount of the security to be given to the Bank but the Bank shall not be bound to require such security in any case;

(v) The Bank may pay to such Receiver any monies constituting part of the securities with the intent that the same may be applied for the purpose hereof by such Receiver and the Bank may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

(vi) Unless otherwise directed by the Bank, all monies received by the Receiver, from time to time, arising from or in relation to, inter alia, any sale, calling-in, collection or conversion shall be paid to the Bank.

(vii) The Bank may, from time to time, pay to the Receiver any monies constituting part of the Hypothecated Assets or determine the amount of funds the Receiver may keep in hand, with the intent that the same may be applied by such Receiver for the performance of its duties under this Deed.

(viii) Every such Receiver shall be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts and defaults, losses, , negligence or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Bank shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver whether or not the Borrower is/are in liquidation.

9. The Bank shall be at liberty from time to time and at any time to have any of the Hypothecated Assets inspected and valued by an appraiser or valuer appointed by the Bank which value shall be conclusive and binding on the Borrower both in and out of court. The fees, costs, charges and expenses of such inspection, appraisal or valuation (the bank statement in regard thereto being conclusive) shall be borne and paid by the Borrower to the Bank on demand and may, if not so paid, shall form part of the Facilities.

10. Upon the occurrence of an Event of Default, the floating charge created over the Hypothecated Assets under this Deed shall, automatically and without prior notice to the Borrower, convert into a fixed charge over the Hypothecated Assets. The security created over the Hypothecated Assets hereunder in favour of the Bank shall become enforceable by the Bank upon the occurrence of any Event of Default and the Borrower undertakes and agrees to handover possession.

12. Notwithstanding anything contained in this Deed, the Borrower shall be entitled to at all times to sell or dispose of the Current Assets (if secured under this Deed) in the ordinary course of business (subject to deposit of sale proceeds thereof in the account held with the Bank) and avail further drawals from the loan account for the purpose of acquiring further Current Assets, subject to the Borrower complying with the terms and conditions of the Facility Agreement(s) and /or Transaction Documents and these presents respectively.

13. The provisions contained herein shall be read in conjunction with the provisions of the Facility Agreement(s) and in the event of any inconsistency or repugnancy, the

latter shall prevail to all intents and purposes. All Schedules hereof shall form an integral part of this Deed.

14. All notices or other communications under or in connection with this Deed shall be given in writing and shall be deemed to be effective only if made in accordance with the Facility Agreement(s).

15. No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege shall waive or impair, or be construed to be a waiver of or an acquiescence in, such or any other power, remedy, discretion, authority or right under this Deed or in any manner preclude its additional or future exercise, nor shall the action of the Bank with respect to any default, or any acquiescence by it therein, affect or impair any right, power or remedy of the Bank with respect to any other default.

16. Every provision of this Deed shall be severable from other provisions and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable under any jurisdiction, the validity, legality and enforceability of the remaining provisions in such jurisdiction shall not be in any way affected or impaired.

17. The Borrower shall not be entitled to assign or transfer any of its rights, benefits and obligations under this Deed. The Borrower agrees that notwithstanding anything to the contrary contained in any documents executed in relation to this Deed or the Facilities, the Bank shall have the right to assign and / or transfer and / or novate and / or otherwise securitise its rights or obligations under this Deed without any reference or notice to the Borrower. The Borrower shall not, however, claim any privity of contract with any such entity to whom the Facilities and / or any rights and obligations under this Deed have been assigned / transferred / securitised.

18. All the representations and warranties made by the Borrower under the Facility Agreement(s) or any other Transaction Documents shall mutatis mutandis apply to this Deed.

19. All capitalised terms and expressions used herein and not defined but defined in the Facility Agreement(s), shall have the meanings respectively assigned to them in the Facility Agreement(s).

20. This Deed shall be governed by and construed in accordance with laws of India. The Borrower agrees that any suit or legal proceedings, whatsoever, arising out of or in relation to this Deed shall be subject to the exclusive jurisdiction of the competent court / tribunal under which ICICI Bank branch / office specified under Schedule I is situated. The Borrower irrevocably waives any objection, now or in future, to the jurisdiction of the courts / tribunal specified hereinbefore.

SCHEDULE I**Part A****(Details of Borrower and Details of Hypothecation)****Document Reference Number. DOH- CAL170635648931**

Sr. No.	Headings	Details
1.	Date of execution of Deed of Hypothecation	The Date of execution of this Deed of Hypothecation shall be the date on which Borrower affixes his / her signature. In the event more than one Borrower/obligor is executing the Deed, the date of execution of the Deed shall be the date when the last signature is affixed amongst the Borrower.
2.	Place of Execution	Place: Hyderabad in the State of Telangana
3.	Details of the Borrower	Name: M/s GV Research Centers Private Limited Constitution: Private Limited. Registered/ Residential address: 5-4-187/3 & 4, 2nd Floor, Soham Mansion, MG Road, Secunderabad - 500003 Telangana
4.	Details of ICICI Bank branch/ office	ICICI Bank Towers, Plot No 12, Financial Dist., Gachibowli, Hyderabad -500032
5.	Address for Notice to Borrower	Attention: Mr. Soham Satish Modi Address: 5-4-187/3 & 4, 2nd Floor, Soham Mansion, MG Road, Secunderabad - 500003 Telangana Email id: sohammodi@modiproperties.com
6.	Notice to the Bank	Attention: Mr. Venkatesh Babu Address: ICICI Bank Towers, Plot No 12, Financial Dist., Gachibowli, Hyderabad -500032 E-mail id: venkateshbabu.doosa@icicibank.com
7.	Details of the Facility	(i) Term Loan Facility for an amount not exceeding Rs.300.0 million;
8.	Details of Facility Agreement(s)	(ii) Corporate Term Loan Facility Agreement Reference Number FA-CAL170635648931 between the Borrower and the Bank read along with Credit Arrangement Letter with reference no CAL170635648931 Dated : December 20, 2022 including all amendments, renewals thereto.

The Stamp Duty of total value INR 1000 has been paid for this Agreement vide Stamp Paper Nos (AS579058 to AS579070) in no sequential order, and the same has been mentioned in Page No. 9 of this Agreement.

Part B
(Hypothecated Assets and Ranking)

Sr. No.	Hypothecated Assets and Ranking
1.	Current Assets The whole of the Borrower's stocks of raw materials, goods-in-process, semi-finished and finished goods, consumable stores and spares and such other movables, including book debts, bills, whether documentary or clean, both present and future, whether in the possession or under the control of the Borrower or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns situated at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, MG Road, Secunderabad - 500003 Telangana or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery (the "Current Assets", which expression shall, as the context may permit or require, mean any or each of such Current Assets). The security created over the Hypothecated Assets which are Current Assets shall not hinder the Borrower from selling, or otherwise disposing of the same or any part thereof in the ordinary course of its business and in each case subject to the restrictions contained under the Transaction Documents, if any.
	Ranking: Exclusive Charge
2.	Receivables All amounts owing to, and received and/or receivable by the Borrower and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from/in connection with, and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to or in respect of all the aforesaid assets, including but not limited to the Borrower's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables)
	Ranking: Exclusive Charge
3.	Accounts All the bank accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in, to, under and in respect of the bank accounts and all monies including all cash flows and receivables and all proceeds arising from/in connection with the Project or end-use or otherwise and insurance proceeds payable into the bank accounts, which have been deposited /credited / lying in the bank accounts, both present and future (the "Account Assets" which expression shall, as the context may permit or require, mean any or each of such Account Assets)
	Ranking: Exclusive Charge

IN WITNESS WHERE OF this Deed of Hypothecation is executed on the day, month and year as set out in the Schedule I hereto.

For the Borrower:

Signed and delivered by the within named Borrower:

Name of the Authorized Signatory of the Borrower

Mr. Soham Satish Modi

Stamp Duty Payment Details

Stamp Reference Number	Stamp Duty Amount (INR)	Stamp Procured Date
AS579058	100	15-10-2022
AS579056	100	15-10-2022
AS579065	100	15-10-2022
AS579068	100	15-10-2022
AS579066	100	15-10-2022
AS579071	100	15-10-2022
AS579063	100	15-10-2022
AS579064	100	15-10-2022
AS579007	100	15-10-2022
AS579070	100	15-10-2022
Total Amount Paid	1000	