

Phone No:

Sold To/Issued to
Soham Satish Modi
For Whom/ID Proof
GV Research

[Signature]

भारत INDIA
INDIA NON JUDICIAL
SBI K SATISH KUMAR
S/LRD 18-05-09/0011
PLOT NO 227 OPP BACK GATE
OF CYTIL COURT
W/IN MARRIED PALLY
SECUNDERABAD-500011
HYDERABAD DISTRICT
TELANGANA
ॐ नमो भगवते
वसुधैव कुटुम्बकम्
भारतीय गैर न्यायिक



DEC-28-2022 11:38:00

200 ₹ + 0000200/-
ZERO ZERO ZERO ZERO TWO ZERO ZERO
without date
Agreement
38153321672227480497-00116770
3815332 47/2012

**ANNEXURE VII-A
DECLARATION**

In the matter of mortgage / joint mortgage
by deposit of title deeds in respect of immoveable properties

I, Mr. Soham Satish Modi Indian Inhabitant, at present residing at Plot No 280, Road No 25, Jubilee Hills, Hyderabad – 500 034, Telangana do hereby solemnly declare and say as follows:

I am a Director of M/s GV Research Centers Private Limited company incorporated under the companies act, 2013 and having its registered office at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, MG Road, Secunderabad - 500003 Telangana (the "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) and I am duly authorised by the Board of the Borrower to make this declaration for and on behalf of the Borrower.

2. We say that the Borrower is, subject to the encumbrances as mentioned in Schedule II hereunder written, seized and possessed of or otherwise well and sufficiently entitled to the lands and other immoveable properties more particularly described in Schedule I hereunder written together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (the "said immoveable properties").

3. I say that the said immoveable properties, are now proposed to be mortgaged and charged to :

(a) ICICI Bank limited for Term Loan 3 Facilities not Exceeding Rs.300.0 Mn

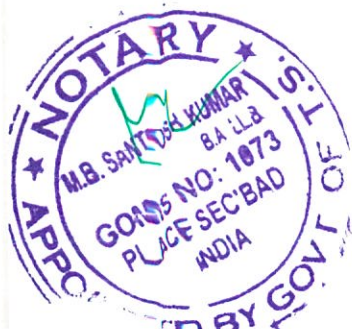
together with all interest, liquidated damages, commitment charges, premia on prepayment or on redemption, fees, costs, charges, expenses and other monies including any increase as a result of revaluation/ devaluation/fluctuation in the rates of exchange of the foreign currencies involved, payable by the Borrower to the aforesaid lenders under their respective Loan Agreements/ Facility Agreements/ Letters of Sanction/Memorandum of terms and conditions, as amended from time to time.

ICICI Bank hereinafter collectively referred to as "the Lenders" and the aforesaid facilities are

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For G.V. RESEARCH CENTERS PVT. LTD.

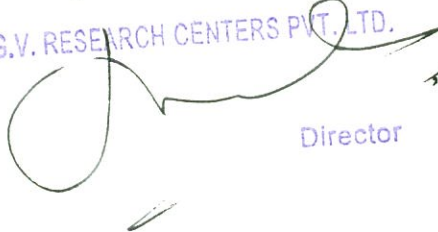
[Signature]
Director



hereinafter referred to as the "Facility". Provided, however, the mortgage and charge created/to be created in favour of ICICI Bank Limited to secure their aforesaid facilities, shall rank subsequent and subservient in rank of priority over the mortgage and charge created/to be created in favour of the secured creditors to secure their aforesaid assistances.

4. I say that the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to the said immoveable properties.
5. I say that save as aforesaid the said immoveable properties of the Borrower are free from all encumbrances or charges (statutory or otherwise), claims and demands 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 Borrower has not created any trust in respect thereof and that the said immoveable properties are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Borrower since the date of purchase/acquisition thereof and no adverse claim has been made against the Borrower in respect of the said immoveable properties or any of them or any part thereof and the same are not affected by any notices of acquisition or requisition, and that no proceedings are pending or initiated against the Borrower under the Income Tax Act, 1961, Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Borrower 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 are no pending attachment whatsoever issued or initiated against the said immoveable properties or any of them or any part thereof.
6. The Borrower has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, Corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Borrower in respect of sales tax, income tax, Government revenues and other taxes.
7. I also agree and undertake, on behalf of the Borrower, to give such declarations, undertakings and other writings as may be required by the Lenders or their Solicitors and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lenders.
8. I say that the Borrower has obtained the requisite consent from the Income Tax Authorities pursuant to the provisions contained in Section 281(1)(ii) of the Income Tax Act, 1961 for the alienation of the said immoveable properties in favour of the Lenders.
9. I, on behalf of the Borrower, assure, agree and declare that the security to be created in favour of the Lenders shall enure in respect of the Borrower's immoveable properties, both present and future, and that the documents of title, evidences, deeds and writings in




Director



relation to the said immoveable properties which are to be deposited with ICICI Bank Limited, for creating a mortgage / joint mortgage by deposit of title deeds in their favour are the only documents of title relating to the said immoveable properties.

10. I on behalf of the Borrower, hereby agree and undertake that the Borrower will within a period of three months from the date hereof or such extended date as may be permitted by the Lenders in writing ;-
- a) perfectly assure the title to the properties comprised in the mortgage security and to comply with all requisitions that may be made from time to time by or on behalf of the Lenders in that behalf;
 - b) give such declarations, undertakings and other writings as may be required by the Lenders and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lenders;
 - c) pay all rents, rates, taxes, cesses, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the said immoveable properties and shall observe and perform all the rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgaged security as proposed to be created in favour of the Lenders be affected or prejudiced in any manner whatsoever;
 - d) agree and undertake to confirm the pari passu arrangement/ interse agreement for sharing of securities as and when arrived at;
 - e) create security in favour of the Lenders on the Other Properties (including the vacant lands for which Order under S. 20 of the said Act is yet to be obtained), in a form and manner satisfactory to the Lenders;
 - f) procure and furnish to the Lenders certified true copies of letters ceding pari passu charge / second charge / prior charge from the existing lenders.
11. I further undertake that no mortgage, charge, lien or other encumbrance whatsoever will be created on the properties comprised in the mortgage security save and except with the permission of the Lenders.
12. I am not aware of any act, deed, matter or thing or circumstance which prevents the Borrower from charging/further charging in favour of the Lenders the said immoveable properties

AND I make the aforesaid declaration for and on behalf of the Borrower solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof the Lenders have agreed to complete the said transaction of security over the said immoveable properties.



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FOR S.V. RESEARCH CENTERS P. LTD.

Director



Schedule I
(Description of the said immoveable properties)

All that industrial Building / Sheds on Plot No 3. Admeasuring 9.21 Acres, Sy.No 542, Situated at Kothur Village, Shamirpet Mandal, Medchal-Malkajgiri District. And bounded as follows

North : Plot No 2 of Biotech Park
South : Plot No 3A of Biotech Park
East : International Road of Biotech Park
West : Plot No 1 of Biotech Park

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Schedule II
(List of encumbrances)

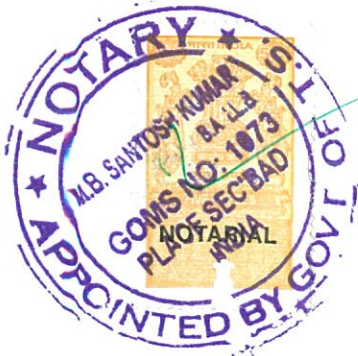
Sr.No.	Name(s) of the bank(s)/instn(s).	Amounts of secured facilities (Rs. in mn.)	Ranking of charge Exclusive/ First/Second/Third/Residuary
1	ICICI Bank Limited	225.0 Mn (Term Loan 1 Facilities)	Exclusive
2	ICICI Bank Limited	150.0 Mn (Term Loan 2 Facilities)	Exclusive

Solemnly Declared at Hyderabad.

this _____ day of _____, 2022

For G.V. RESEARCH CENTERS PVT. LTD.

Director



BEFORE ME
(NOTARY)
M.B. SANTOSH KUMAR
B.A., LL.B.
ADVOCATE & NOTARY PUBLIC
APPOINTED BY GOVT. OF T.S.
West Marredpally, Sec'bad.
Cell: 8660 000450