

Phone No: _____
Sold To/Issued To:
Soham Satish Modi
For Whom/ID No: _____
GV Research



DEC-28-2022 11:38:08
1000
₹ 0001000/-
ZERO ZERO ZERO ONE ZERO ZERO ZERO
Agreement
38153321672227488568-00116771
3815332 47/2012

MEMORANDUM OF ENTRY
-- CONSTRUCTIVE DELIVERY

On the _____ of _____, 2022,

Mr. Soham Satish Modi attended the office of ICICI Bank Limited ("ICICI Bank") specified in the First Schedule hereunder written / saw Mr. _____ of ICICI Bank Limited ("ICICI Bank"), at the office specified in the First Schedule hereunder written.

2. The said Mr. Soham Satish Modi stated that the documents of title, evidences, deeds and writings more particularly described in Part A of the Second Schedule hereunder written (hereinafter called "the existing title deeds") in respect of the immoveable properties more particularly described in the Third Schedule hereunder written, of the person(s) (the "Borrower") more particularly described in the First Schedule hereunder written, were deposited on the _____ by the Borrower with ICICI Bank, more particularly described in the First Schedule hereunder written in order to create security, by way of mortgage / joint mortgage by deposit of title deeds, on all the Borrower's immoveable properties more particularly described in the Third Schedule 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, for securing the due repayment, discharge and redemption by the Borrower to the institutions / banks named in the First Schedule hereunder written (the "Existing Lenders") of their various financial assistances detailed in Clause 2A of such Schedule (the "Existing Assistances"), together with all interest, liquidated damages, front end fees / commitment charge, premium on prepayment or on redemption, remuneration payable to the Trustees, costs, charges, expenses and other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved, payable under respective Credit Facility Application Form / Loan Agreements / Trustee Agreement / Subscription Agreement/Letters of Sanction, as amended from time to time.

3. Mr. Soham Satish Modi on the same day accorded and gave oral consent on behalf of the Borrower to Mr. _____ acting for ICICI Bank to continue to hold and retain the existing title deeds more particularly described in the Second Schedule hereunder written as and by way of mortgage / joint mortgage by deposit of the existing title deeds by way of constructive delivery on all the Borrower's immoveable properties more particularly described in the Third Schedule 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, (hereinafter collectively referred to as the "said immoveable properties"), as security also for the due repayment, discharge and redemption by the Borrower to the New Lenders of their various financial assistances described in Clause 2B of the First Schedule hereunder written (the "New Assistances"), together with all interest, liquidated damages, front end fees / commitment charge, premium on prepayment or on redemption, remuneration payable to the Trustees, costs, charges, expenses and other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved, payable under respective Credit Facility Application Form / Loan Agreements / Trustee Agreement / Subscription Agreement/Letters of Sanction, as amended from time to time.

4. Whilst giving such oral consent on behalf of the Borrower Mr. Soham Satish Modi stated that he did so in his capacity as an authorized official of the Borrower with intent to create security on

the said immoveable properties as aforesaid.

5 Mr. Soham Satish Modi also stated that he was authorized to give such oral consent pursuant to the resolutions passed by the Board of Directors of the Company at their meeting held on the _____ day of _____, 2022 and he furnished a certified copy of the said Resolutions to Mr. _____ of ICICI Bank and further stated that the said resolutions were in full force and effect.

6. The aforesaid oral consent was given by Mr. _____ on behalf of the Borrower in the presence of Mr. _____ of ICICI Bank.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DETAILS OF OFFICE, ETC.)

1. Address of the place where title deeds are being deposited:

ICICI Bank regional office address:

ICICI Bank Towers, Plot No.12, Gachibowli, Hyderabad – 500 032

2. A Name(s) of the existing banks / institutions for whom ICICI Bank is holding title deeds and the amounts their respective facilities:(Existing)

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

2.B Name(s) of the new banks / institutions for whom ICICI Bank is holding title deeds and the amounts their respective facilities :(New)

<u>Sr.No.</u>	<u>Name(s) of the bank(s)/instn(s).</u>	<u>Amounts of secured facilities (Rs. in mn.)</u>	<u>Ranking of charge</u> <u>Exclusive/ First/Second/Third/Residuary</u>
1	ICICI Bank Limited	Rs.300.0 Mn (Term Loan 3)	Exclusive Charge

3. Insert details of the Borrower:

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")

THE SECOND SCHEDULE ABOVE REFERRED TO
(LIST OF DOCUMENTS OF TITLE, EVIDENCES,
DEEDS AND WRITINGS)

The List of Existing title deeds shall be the same s deposited for the existing facilities by the Mortgagor

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE BORROWER'S 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 fallows

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.

Name of ICICI Bank official
And Signature

Dated this _____ day of _____, 2022