

SCANNED

Phone No:
Sold To/Issued To:
RX PROPELLANT PVT LT
For Whom/ID Proof:
Crescentia labs pvt



APR-24-2023 15:13:15

₹ 0050000/-

ZERO ZERO FIVE ZERO ZERO ZERO ZERO

MOD
38156021682349195135-00003264
3815602 PB3815602

Joint Sub-Registrar-I
Ex. Officio Stamp Vendor
R.O., (O.B.), Ranga Reddy Dist., T.S

Doc No. 2677/2023

(ORIGINAL)



MEMORANDUM OF DEPOSIT OF TITLE DEEDS

This Memorandum of Deposit of Title Deeds ("Deed") is executed on this the 24th day of April, 2023 at Hyderabad, Telangana by:

CRESCENTIA LABS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, with the corporate identification number, U24100TG2007PTC055759, having its registered office at Plot No. 15-B, MN Park Phase-I, Survey No. 230 to 243, Turkapally, Shamirpet, Medchal Malkajgiri district, Hyderabad – 500078, represented herein by its authorised signatory, Mr. Soham Satish Modi (*vide* board resolution dated 13th March 2023, hereinafter called the "Company", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns, of the **FIRST PART**;



IN FAVOUR OF

AXIS TRUSTEE SERVICES LIMITED, a company incorporated under the Companies Act, 1956, with the corporate identification number U74999MH2008PLC182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400025 and corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028, represented herein by its authorised signatory, Mr. Lalpet Haribabu, hereinafter called the "Debenture Trustee", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns, of the **SECOND PART**;

 Company	 Debenture Trustee	 Subscriber
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Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 10000/- paid between the hours of 1 and 2 on the 25th day of APR, 2023 by Sri Sohan Satish Modi

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Signature/Ink Thumb Impression

SI No	Code	Thumb Impression	Photo	Address
1	ME		 RX PROPELLANT PRIVATE [1516-1-2023-2732]	RX PROPELLANT PRIVATE LIMITED REP.BY.MILIND RAVI (AUTHORISED SIGNATORY) S/O. RAVI KANTH AGARWAL O/O SY. NO.403/1 JUBILEE ONE ROAD NO.1 JUBILEE HILLS, HYDERABAD
2	ME		 AXIS TRUSTEE SERVICES [1516-1-2023-2732]	AXIS TRUSTEE SERVICES LIMITED REP BY LALPET HARIBABU (AUTHORISED SIGNATORY) S/O. L RAMCHANDRAN 8-354/A/2, HYDERABAD, HYDERABAD, HYDERABAD, TELANGANA, 500054,,
3	MR		 CRESCENTIA LABS PRIVATE [1516-1-2023-2732]	CRESCENTIA LABS PRIVATE LIMITED REP BY.SOHAM SATISH MODI (AUTHORISED SIGNATORY) S/O. LATE SATISH MODI O/O PLOT NO.15-B, TURKAPALLE, SHAMIRPET, MEDCHAL-MALKAJGIRI, TELANGANA, 500078,,

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
2		 S SANDHYA RANI::25/04 [1516-1-2023-2732]	S SANDHYA RANI AADHAR	
1		 K PRABHAKAR REDDY: [1516-1-2023-2732]	K PRABHAKAR REDDY AADHAR	

25th day of April, 2023

Signature of Sub Registrar
Shamirpet

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX4389 Name: Soham Satish Modi	S/O Satish Modi, Khairatabad, Hyderabad, Telangana, 500034	
2	Aadhaar No: XXXXXXXX7051 Name: Milind Ravi	C/O Pooja Khandelwal, Moosapet, K.v. Rangareddy, Telangana, 500018	

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Shamirpet

FOR THE BENEFIT OF

RX PROPELLANT PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, with the corporate identification number, U70109TG2020PTC145191, having its registered office at Sy. No. 403/1 (old), 120 (new), 4th Floor, Niharika Jubilee One, Road No. 1, Jubilee Hills, Hyderabad – 500033, represented herein by its authorised signatory, Mr. Milind Ravi, hereinafter referred to as “**Subscriber**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns, of the **THIRD PART**.

The Company, Subscriber and the Debenture Trustee are hereinafter referred to individually as, “Party” and collectively as, “Parties”.

WHEREAS:

- A. As per the terms and conditions contained in the debenture subscription agreement dated April 24, 2023, executed by and amongst *inter alia* the Parties (“**OCD Agreement**”), the Company intends to issue and allot secured, unlisted, and redeemable optionally convertible debentures i.e., the Initial OCDs, aggregating to a total value of Rs. 20,00,00,000/- (Rupees Twenty Crores only) i.e., the Initial Subscription Amount, in 1 (one) or more tranches, to the Subscriber and the Subscriber has consented to subscribe to the said Initial OCDs, on a private placement basis and as per the terms and conditions contained in the OCD Agreement.
- B. One of the conditions for subscription to the Initial OCDs by the Subscriber under the OCD Agreement and other Transaction Documents, is that the Company creates a first ranking, exclusive, equitable mortgage by way of deposit of title deeds, in terms of Section 58(f) of the Transfer of Property Act, 1882 (“**Security**”), in favour of the Debenture Trustee, over:
- (a) All that part and parcel of land more particularly described in the **First Schedule** hereto (collectively, “**Project Land**”);
 - (b) All that part and parcel of buildings constructed on the Project Land, more particularly described in the **Second Schedule** hereto (collectively, “**GV-1 Project**”); and
 - (c) All ownership, leasehold, development rights and other rights and benefits in respect of the Project Land and GV-1 Project (collectively, the “**Rights**”).

The Project Land, GV-1 Project, and the Rights are collectively referred to hereinafter as the “**Property**”.

- C. The Security is being created in order to secure: (a) payment/repayment of the Initial Subscription Amount together with all amounts payable in connection thereto by the Subscriber, including but not limited to interest, default interest, penalties, fees and other charges, as per the terms and

 Company	 Debenture Trustee	 Subscriber
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E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX4188 Name: Lalpet Haribabu	C/O Lalpet Ramachandran, Pet Basheerabad, Medchal-malkajgiri, Telangana, 500067	

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS Act	DD/BC/ Pay Order	
Stamp Duty	50000	0	0	0	0	0	50000
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	10000	0	0	0	10000
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	50000	0	10500	0	0	0	60500

Rs. /- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 10000/- towards Registration Fees on the chargeable value of Rs. 20000000/- was paid by the party through E-Challan/BC/Pay Order No ,95391U240423 dated ,24-APR-23 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 10550/-, DATE: 24-APR-23, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 9637333513119, PAYMENT MODE: NB-1001138, ATRN: 9637333513119, REMITTER NAME: MR. SOHAM MODI, EXECUTANT NAME: CRESCENTIA LABS PRIVATE LIMITED, CLAIMANT NAME: AXIS TRUSTEE SERVICES LIMITED).

Date:

25th day of April, 2023

Signature of Registering Officer
Shamirpet

Certificate of Registration

Registered as document no. 2677 of 2023 of Book-1 and assigned the identification number 1-1510-2677-2023 for Scanning on 25-APR-23.

Registering Officer
Shamirpet
(Sheshagiri Chand)

NOTE: (2) Two Copies has been Registered along with the original

Sub-Registrar
Shamirpet

NOTE: USER Charges Collected Rs 1000/-
vide NR challan no NR240QFR250423
dt 25/04/2023

Sub-Registrar
Shamirpet

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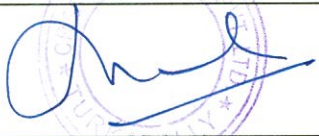
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Sub Registrar
Shamirpet
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conditions contained in the OCD Agreement, and (b) the performance of the Company's obligations under the OCD Agreement and other Transaction Documents, by deposit of the documents evidencing the Company's rights and title in respect of the Property (all such documents together referred to as the "Title Deeds"), more particularly described in **Third Schedule** hereto.

- D. The Company has appointed the Debenture Trustee as the debenture trustee and agent, for the benefit of the Subscriber, on the terms and conditions contained in: (a) the debenture trust deed dated April 24, 2023; and (b) the debenture trustee agreement dated April 24, 2023 entered into by and amongst the Subscriber, the Company, and the Debenture Trustee.
- E. The Company is now executing this Deed to record its creation of Security by deposit of Title Deeds, in terms of Section 58(f) of the Transfer of Property Act, 1882, in favour of the Debenture Trustee, in respect of the Property.

NOW THEREFORE THIS DEED WITNESSES AND THE PARTIES HERETO HEREBY CONFIRM AND AGREE AS FOLLOWS:

1. This Deed is executed in pursuance of the OCD Agreement and the other Transaction Documents. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the OCD Agreement.
2. The Company hereby confirms, agrees, and records that pursuant to and in accordance with the OCD Agreement and other Transaction Documents, the Company has deposited the Title Deeds with the Debenture Trustee on April 24, 2023, with the intention to create the Security in favour of the Debenture Trustee, for the benefit of the Subscriber, in the form of a first ranking, exclusive charge by way of mortgage by deposit of Title Deeds in respect of the Property.
3. The Company confirms that: (a) the Company has created the aforementioned Security in favour of the Debenture Trustee to secure the repayment / payment of the Initial Subscription Amount and all amounts in connection thereto, and performance of its obligations under the Transaction Documents; and (b) the Debenture Trustee shall be entitled to enforce the Security upon occurrence of any circumstance entitling it to enforce the Security under the Transaction Documents, in the form and manner set out in the Transaction Documents.
4. In the event that the Subscriber subscribes to Subscribed Series C OCDs in terms of the OCD Agreement, the Company agrees, acknowledges and confirms that the aforementioned Security shall be automatically extended to secure the repayment / payment of the entire Subscription Amount (including Series C Subscription Amount), and all amounts payable in connection thereto, without any further action required on behalf of any Party. The Company shall undertake all such actions as may be required by the Subscriber for the purpose of such extension of Security including making any filings with the RoC or other Governmental Authorities, within such timelines as may be requested by the Subscriber.

		
Company	Debenture Trustee	Subscriber



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5. The Company represents and warrants that:

- (a) The Company is the sole and absolute owner and possessor of the Project Land and that it has full right and interest over the Project Land. No other person or entity has any right, title, or interest over the Project Land;
- (b) The Company is the sole and absolute owner and possessor of GV-1 Project. No other person or entity is entitled to the GV-1 Project or any of the Rights or any other rights of a similar nature thereto; and
- (c) The Company has procured all requisite approvals required under Applicable Law and/or any other contract or agreement to which the Company is a party for the purposes of creation of Security in the form and manner recorded herein. The Property is free of all Encumbrances of any nature whatsoever and the Company is not aware of any act, deed, matter or circumstance which prevents it from creating a Security over the Property in favour of the Debenture Trustee, for the benefit of the Subscriber.

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Company	Debenture Trustee	Subscriber

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In witness whereof the Parties have signed this Deed on the date and at the place mentioned above.

For and on behalf of **CRESCENTIA LABS PRIVATE LIMITED**


Name: Mr. Soham Satish Modi
Designation: Director

For and on behalf of **AXIS TRUSTEE SERVICES LIMITED**

For Axis Trustee Services Limited


Authorised Signatory
Name: Mr. Lalpet Haribabu
Designation: Authorised Signatory

For and on behalf of **RX PROPELLANT PRIVATE LIMITED**


Name: Mr. Milind Ravi
Designation: Authorised Signatory

Witnesses:

1.


Name: Mrs. Sandhya Sama

2.


Name: Mr. Rishabh Arora

3. 

 Company	 Debenture Trustee	 Subscriber
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FIRST SCHEDULE

DESCRIPTION OF PROJECT LAND

All that part and parcel of land measuring 1.80 Acres bearing Plot No. 15-B, in Survey Nos. 234 to 243, situated at MN Park, Phase-I, Turkapally Village, Shamirpet Mandal, Medchal–Malkajgiri District, Telangana, India, and bounded as follows:

North: 6 Meter access to common transformer belongs to MN Park

South: M/s Genome Valley Tech Parks and Incubators Pvt. Ltd. (Plot No. 15A)

East: 9 Meter access to common Transformer belongs to MN Park

West: Internal Road of MN Park

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Company	Debenture Trustee	Subscriber

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SECOND SCHEDULE

DESCRIPTION OF GV-1 PROJECT

All that part and parcel of immovable property being a life-sciences research and development industrial park, proposed to be constructed on land measuring 1.80 Acres bearing Plot No. 15-B, in Survey Nos. 234 to 243, situated at MN Park, Phase-I, Turkapally village, Shamirpet Mandal, Medchal–Malkajgiri District, Telangana, India.

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 Company	 Debenture Trustee	 Subscriber
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THIRD SCHEDULE

LIST OF TITLE DEEDS DEPOSITED

S. No.	Description of Documents	Original / Certified Copy / Photocopy
1.	Deed of Sale dated January 25, 2021 executed by MN Science and Technology Park Private Limited, represented by its authorised signatory Atul Bharadwaj in favour of Crescentia Labs Private Limited and registered as Document No. 733 of 2021 in the office of the Sub Registrar, Shamirpet.	Original
2.	Deed of Conveyance dated November 2, 2002 executed by Governor of Andhra Pradesh through Telangana State Industrial Infrastructure Corporation ("TSIIC") in favour of Shapoorji Pallonji Biotech Park Private Limited and registered as Document No. 9579 of 2002 in the office of Sub Registrar Shamirpet, Ranga Reddy district.	Certified Copy
3.	Government Order bearing GO Ms. No. 271 dated October 8, 1997 issued by the Government Industrial and Commerce (SSI) Department.	Photocopy
4.	Memo dated October 17, 1997 bearing No. 12983/Assn.III(3)/97-3 issued by the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh).	Photocopy
5.	Panchanama dated April 9, 1998 handed over by the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) through the Tahsildar, Shamirpet mandal to TSIIC.	Photocopy
6.	Government Order bearing GO Ms. No. 865 dated December 13, 1999 issued by the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh).	Photocopy
7.	Government Order bearing GO Ms. No. 141 dated February 24, 2001 issued by the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh).	Photocopy
8.	Memorandum of Understanding dated June 20, 2001 entered between the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	Photocopy

		
Company	Debenture Trustee	Subscriber

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S. No.	Description of Documents	Original / Certified Copy / Photocopy
9.	Project Agreement dated July 28, 2001 executed between the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	Photocopy
10.	Shareholders Agreement dated July 28, 2001 executed between the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	Photocopy
11.	Government Order bearing GO Ms. No. 365 dated September 6, 2002 issued by the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) through Industries and Commerce (SSI) Department	Photocopy
12.	Letter dated August 23, 2001 issued by Andhra Pradesh Industrial Infrastructure Corporation Limited, handing over possession of land measuring Acres 144-34 Guntas to Shapoorji Pallonji and Company Limited.	Photocopy
13.	Letter dated September 22, 2003, bearing ROC No. 2832/03/H2, addressed by DTCP, to the Chief Executive Officer, Turkapally Gram Panchayat, Shamirpet mandal, Ranga Reddy district.	Photocopy
14.	Approved layout plan dated November 22, 2003 bearing No. GPT/06/2002 issued by Gram Panchayat, Turkapally village.	Photocopy
15.	Building Permit Order dated March 21, 2020, bearing Permit No. IIC/0130/2020 in File No. IIC/0130/2020, issued by the Commissioner, TSIIC.	Photocopy
16.	Pahani Patrikas for the years 1959-1960, 1964-1965, 1979-1980, 1989-1990, 1999-2000, 2004-2005, 2009-2010, 2013-2014, issued by Tahsildar in respect of land in Survey Nos. 229 to 243 of Turkapally village.	Photocopy
17.	Statement of Encumbrance dated October 11, 2022 bearing No. 108565538 issued by the Sub Registrar, Shamirpet for the period May 1, 1995 till October 8, 2022	Photocopy

		
Company	Debenture Trustee	Subscriber

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GOVERNMENT OF INDIA



సోహం సతీష్ మోడి
Soham Satish Modi
పుట్టిన సం./YoB: 1969
పురుషుడు Male



3146 8727 4389



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

దీరుణామో:
S/O: సతీష్ మోడి, ప్లట్ నెం-
280, రోడ్ నెం-25, పెద్దమ్మ
దేవాలయం దగ్గర జబిల్ హిల్స్
ఖైరాతాబాద్, బంజారా హిల్స్
హైదరాబాద్
ఆంధ్ర ప్రదేశ్, 500034

Address:
S/O: Satish Modi, plot no-280,
road no-25, near peddamma
temple jubilee hills,
Khairatabad, Banjara Hills,
Hyderabad
Andhra Pradesh. 500034

ఆధార్ - ఆధార్ - సామాన్యమానవుడి హక్కు

(Signature)

Aadhaar - Aam Aadmi ka Adhikar



భారత ప్రభుత్వం
Government of India



కండి ప్రభాకర్ రెడ్డి
Kandi Prabhakar Reddy

పుట్టిన సంవత్సరం/Year of Birth: 1974
పురుషుడు / Male



3287 6953 9204

నమోదు సంఖ్య / Enrollment No. : 1027/28203/00049

To
Kandi Prabhakar Reddy
కండి ప్రభాకర్ రెడ్డి
2-3-64/10/24 1FLOOR KAMALA NILAYAM
JAISWAL COLONY
Amberpet
Amberpet, Hyderabad
Andhra Pradesh - 500013

10/07/2013

ఆధార్ - సామాన్యని హక్కు

(Signature)

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 Sub Registrar
 Shamirpet

भारत सरकार
 Government of India



मिलिंद रवि
 Milind Ravi
 पृथ्वीन तर्दी / DOB: 16/04/1983
 पुरुष / Male

3945 7222 7051

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India



पिंतुनामा: पूजा खण्डेलवाल, ई 1207 रंजन
 विस्तार रोड गार्डन, ए डी रोड, कुकटपल्ली,
 कुकटपल्ली, मूसापेट, क.व.रंगारेड्डी, तेलंगणा,
 500018

Address: C/O Pooja Khandelwal, J 1207
 Rainbow Vistas Rock Garden, IDL Road,
 Kukatpally, Kukatpally, Moosapet, K.v.
 Rangareddy, Telangana, 500018

3945 7222 7051

1947 help@uidai.gov.in www.uidai.gov.in

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ललपेट हरीबाबु
 Lalpet Haribabu

पृथ्वीन तर्दी / Year of Birth: 1956
 पुरुष / Male

3206 6023 4188

अधार - सामान्यता हाकु

भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA



पिंतुनामा: एल. रामचंद्रन,
 8-354/A/2 प्लॉट नं-36 and 37, M
 N Reddy Nagar phase-II,
 Outbullapur, Tirumalagiri, HMT
 Township, Hyderabad, Andhra
 Pradesh, 500054

Address: S/O L Ramachandran,
 8-354/A/2 PLOT NO-36and 37, M
 N Reddy Nagar phase-II,
 Outbullapur, Tirumalagiri, HMT
 Township, Hyderabad, Andhra
 Pradesh, 500054

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सामा संध्या राणी
 Sama Sandhya Rani
 DOB: 06-04-1970
 Gender: Female

7280 5359 1132

अधार - आम आदमी की अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA



पिंतुनामा: एल. वेट्सा सत्यानारायण मूर्ति,
 फ्लॉट नं. 801, ए 2 ब्लॉक, रामकी एलि
 टोवर्स, सर्वे नं. 136/2 and 4,
 नैर रोलिंग हिल्स, गचिबोली,
 गचिबोली, गचिबोली, क.व.
 रंगारेड्डी, तेलंगणा, 500032

Address: W/o, Vetsa Satyanarayana Murty,
 Flat No.801, A2 Block, Ramky Elite
 Towers, Survey No.136/2and4,
 Near Rolling Hills, Gachibowli,
 Gachibowli, Gachibowli, K.v.
 Rangareddy, Telangana, 500032

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S. Sandhya





Government of Telangana
Registration And Stamps Department

2677/2023

Payment Details - Citizen Copy - Generated on 25/04/2023, 12:28 PM

SRO Name: 1516 Shamirpet

Receipt No: 2868

Receipt Date: 25/04/2023

Name: SOHAN SATISH MODI

CS No/Doct No: 2732 / 2023

Transaction: Deposit of Title Deeds

Challan No:

E-Challan No: 95391U240423

Chargeable Value: 200000000

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 24-APR-23

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description

Amount Paid By

	Cash	Challan	DD	E-Challan
Registration Fee				10000
User Charges				500
Total:				10500
In Words: RUPEES TEN THOUSAND FIVE HUNDRED ONLY				

RETURNED

Prepared By: SHASHANT

Signature by SR

379972