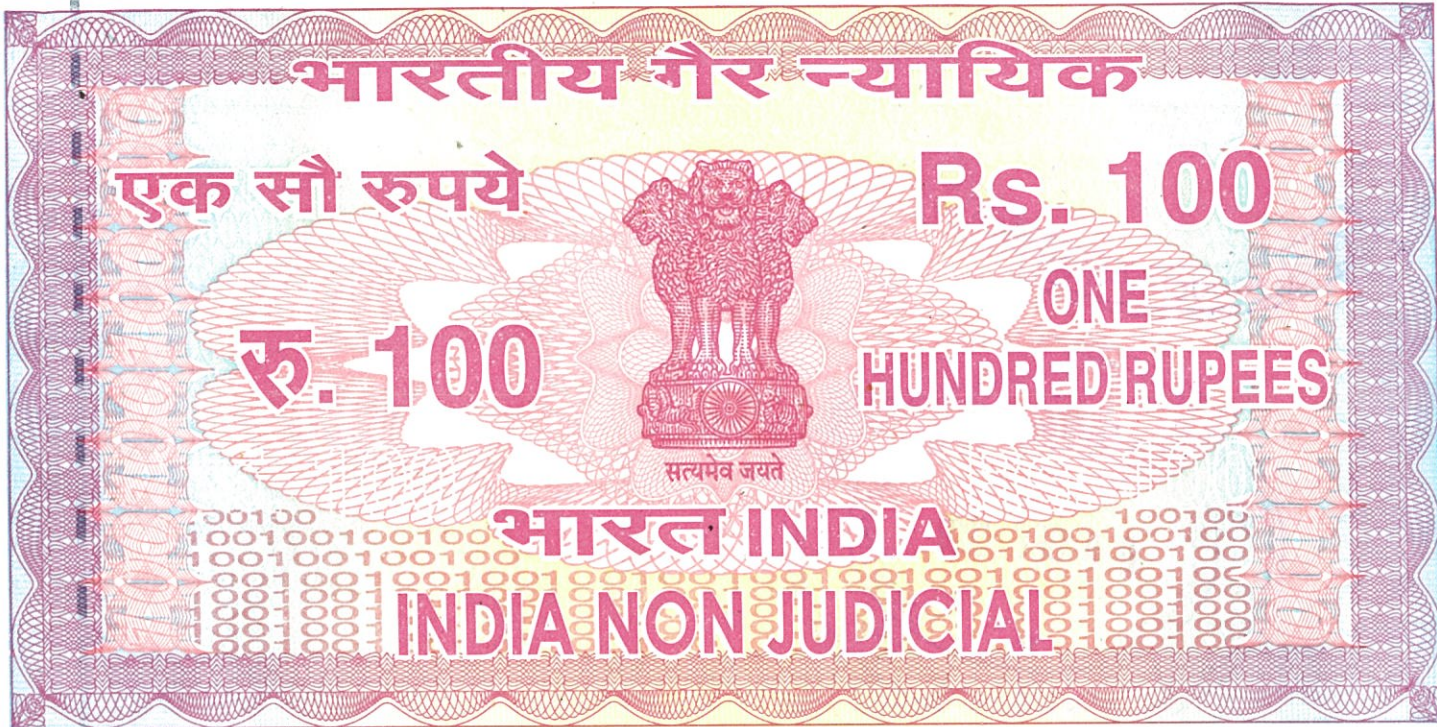




తెలంగాణ తెలంగాణ TELANGANA

AX 025285

Sl. No. 6956 Date 4-5-2023 Rs. 100/-

Sold To K. prabhakar Reddy

S/o, D/o, W/o K.P. Reddy

For Whom G.V. Discovery centers Pvt Ltd

Swathi T

T. SWATHI

LICENSED STAMP VENDOR

License No. 15-07-018/2014,

R.L.No. 15-07-015/2023

1-49/4B, Suryanagar Colony,

Uppal, MM Dist- 500039, Ph: 9248824025

INTER CORPORATE LOAN AGREEMENT

This Inter Corporate Loan Agreement ("Agreement") is made on the 04th May, 2023 at Hyderabad, by and between:

GV DISCOVERY CENTERS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, and having its registered office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad TG 500003, India (hereinafter referred to as the "**Borrower**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), of the **FIRST PART**

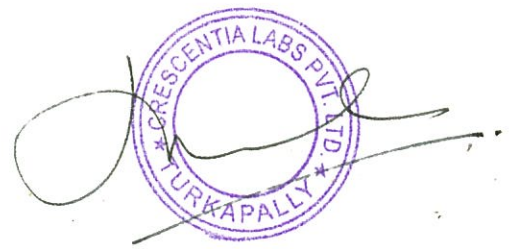
AND

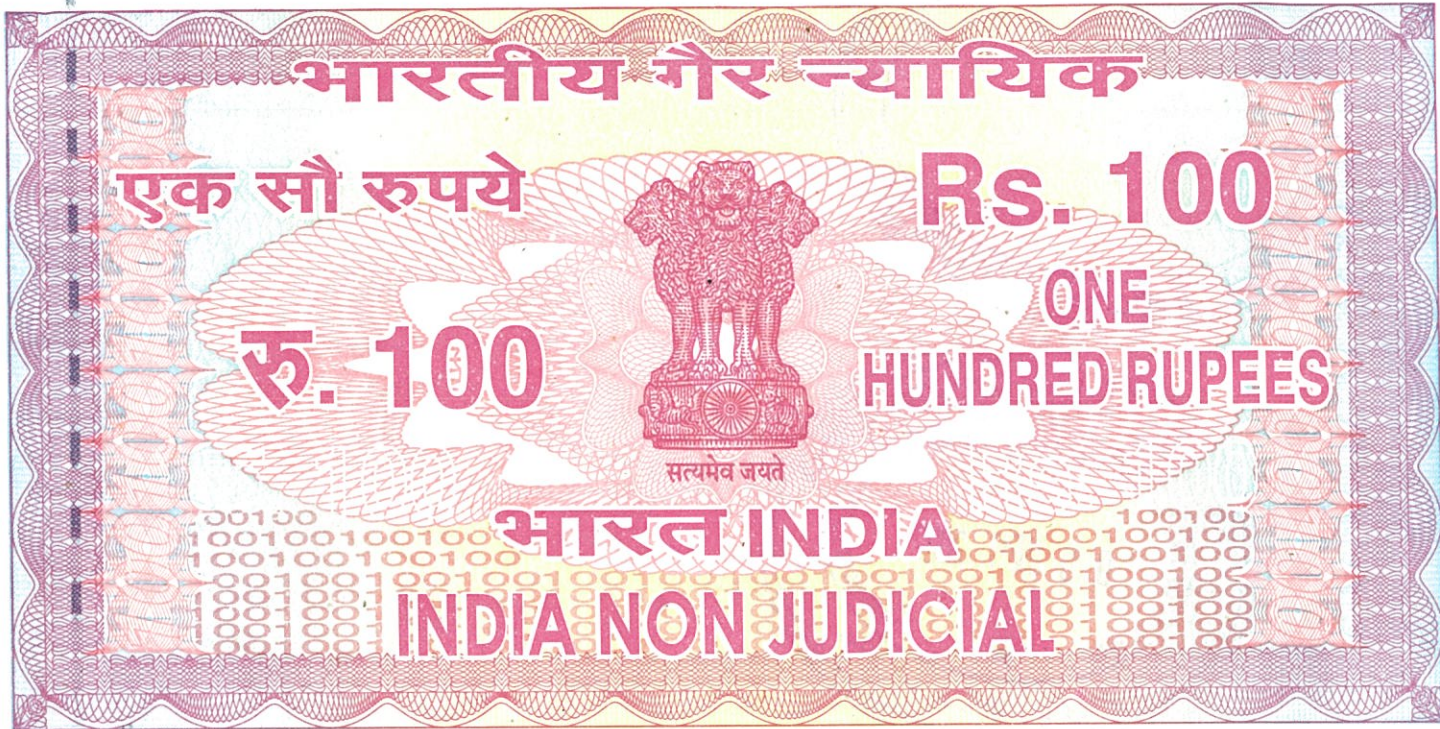
CRESCENTIA LABS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at Plot No. 15-B, MN Park Phase-I, Survey No. 230 to 243, Turkapally, Shamirpet, Medchal, Malkajgiri district, Hyderabad, Telangana – 500 078, India (hereinafter referred to as "**Lender**," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

The Lender and the Borrower are collectively hereinafter referred to as the "**Parties**" and individually as a "**Party**."


GV DISCOVERY CENTERS PVT. LTD.

1


CRESCENTIA LABS PVT. LTD.
TURKAPALLY



తెలంగాణ తెలంగాణ TELANGANA

AX 025286

Sl. No. 6957 Date 4-5-2023 Rs. 100/-

Sold To K. Parabhakar Reddy

S/o, D/o, W/o K.P. Reddy

For Whom G.V. Discovery centers put Ltd.

Quothist

T. SWATHI

LICENSED STAMP VENDOR

License No. 15-07-018/2014,

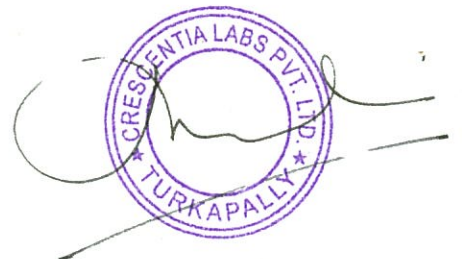
R.L.No. 15-07-015/2023

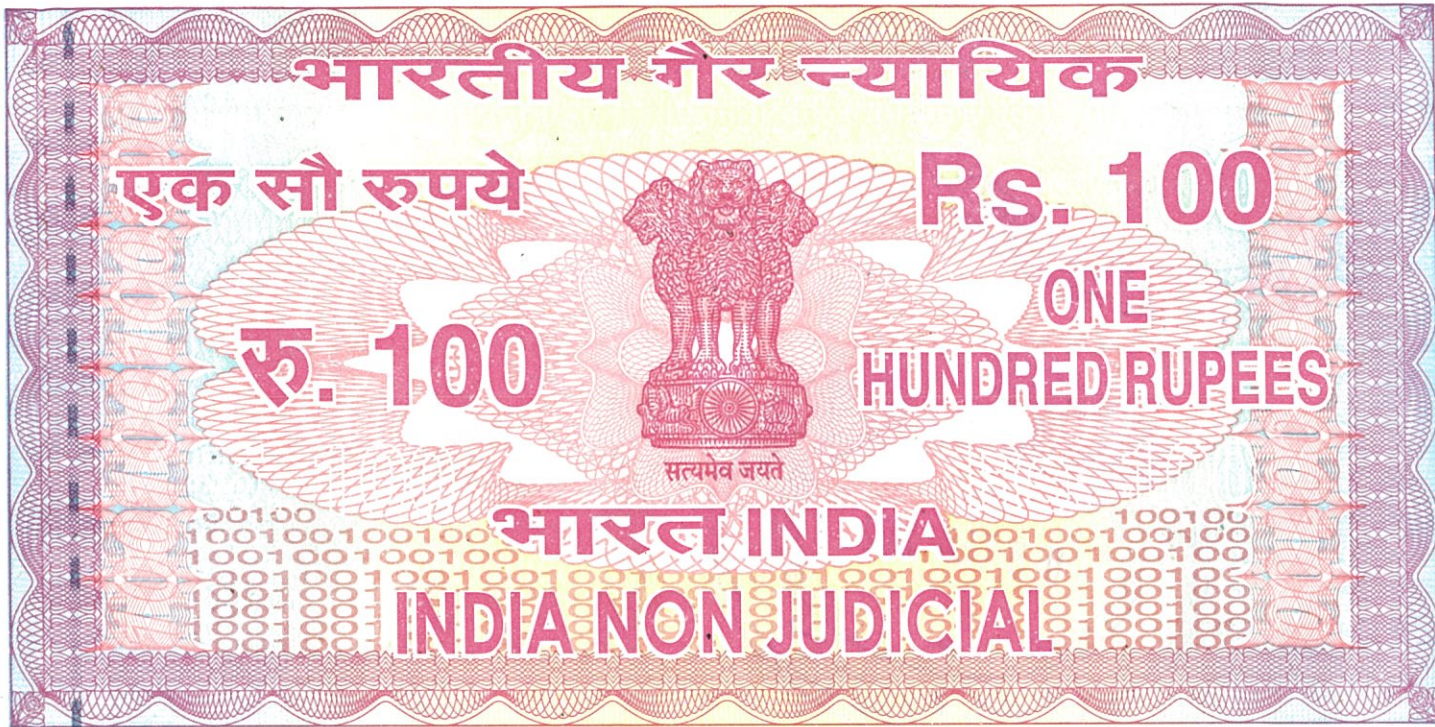
1-49/4B, Suryanagar Colony,

Uppal, MM Dist- 500039, Ph: 9248824025

WHEREAS

- A. The Borrower is engaged in inter alia in the business of construction, renting and leasing of business centers and industrial parks, which offer infrastructure and facilities for companies/ businesses engaged in life-sciences research and development and other industrial activities in allied domains, and is undertaking the development of Project Genopolis on the Genopolis Land (*defined below*).
- B. In accordance with the debenture subscription agreement dated 24th April, 2023 entered into amongst Crescentia Labs Private Limited, Rx Propellant Private Limited, Modi Properties Private Limited, JMK-GEC Realtors Private Limited and SDNMKJ Realty Private Limited, the Lender has consented in its meeting held on the 24th Day of April, 2023 to extend an inter corporate loan for the purposes of completion of construction and development of Project Genopolis upto a maximum limit of Rs. 9,99,95,000 (Rupees Nine Crore Ninety Nine Lacs Ninety Five Thousand only) in one or more tranches.
- C. Now the Parties are desirous of recording the terms and conditions of this loan in writing.





తెలంగాణ తెలంగాణ TELANGANA

AX 025287

Sl. No. 6958 Date 4-5-2023 Rs. 100/-

Sold To K. prabhakar Reddy

S/o, D/o, W/o K.P. Reddy

For Whom G.V. Discovery centers Pvt Ltd

Swathi T

T. SWATHI

LICENSED STAMP VENDOR

License No. 15-07-018/2014,

R.L.No. 15-07-015/2023

1-49/4B, Suryanagar Colony,

Uppal, MM Dist- 500039, Ph: 9248824025

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

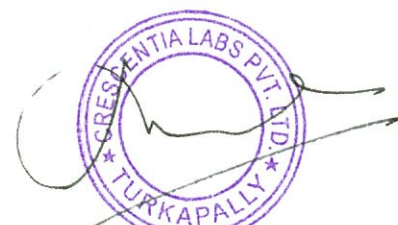
1. DEFINITIONS AND INTERPRETATION

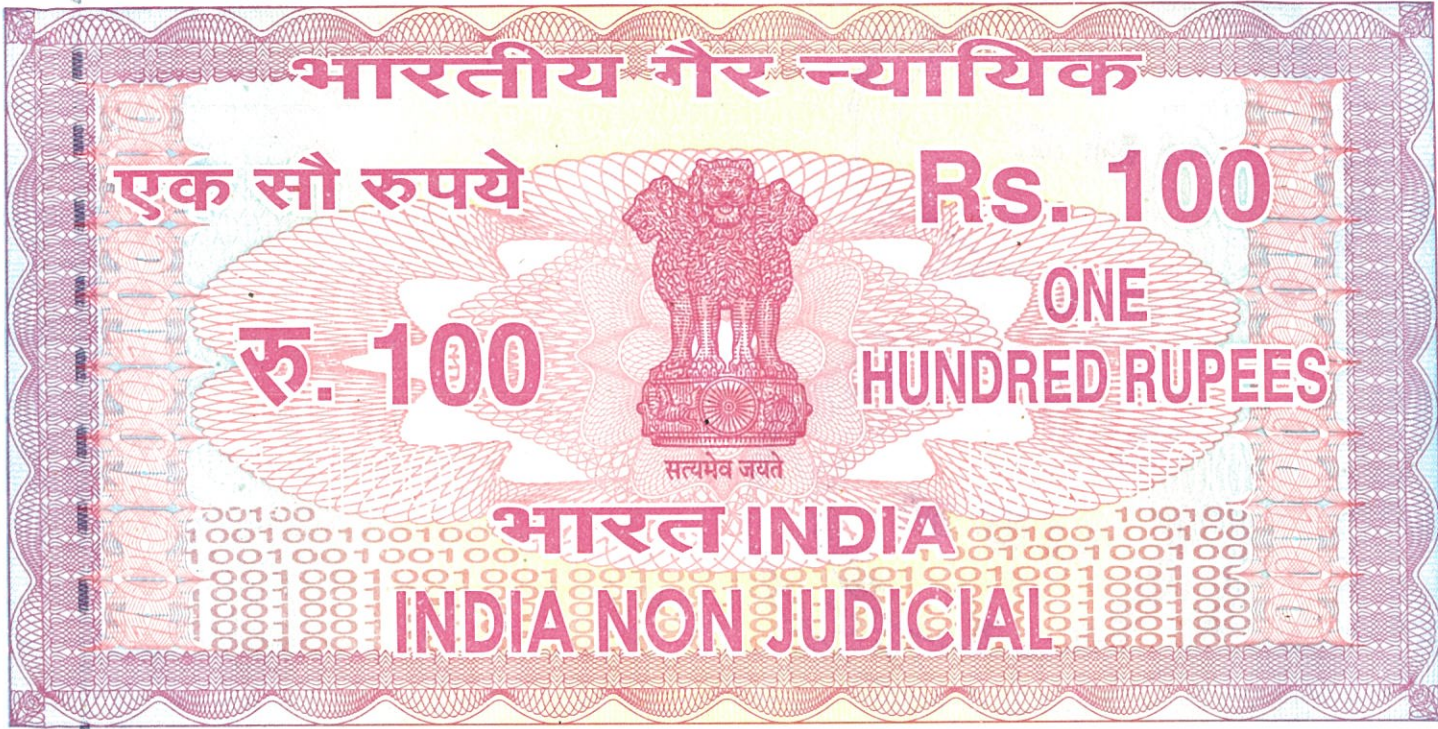
1.1 **Definitions.** Unless the contrary intention appears and/or the context otherwise requires, capitalized terms used in this Agreement (including in the recitals) shall have the meanings assigned to them hereunder:

1.1.1 “**Act**” means the (Indian) Companies Act, 2013 and the rules issued thereunder, in each case as amended, modified, supplemented, or re-enacted from time to time.

1.1.2 “**Agreement**” means this inter corporate loan agreement, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures and exhibits to this Agreement.

1.1.3 “**Genopolis Land**” means 2.25 Acres of land located at Synergy Square I, Genome Valley, Shamirpet, Hyderabad, Telangana – 500078, which is owned and possessed by the Borrower.





తెలంగాణ తెలంగాణ TELANGANA

AX 025288

Sl. No. 6959 Date 4-5-2023 Rs. 100/-

Sold To K. Prabhakara Reddy

S/o, D/o, W/o K.P. Reddy

For Whom G.V. Discovery Centers Pvt Ltd

Swathi

T. SWATHI

LICENSED STAMP VENDOR

License No. 15-07-018/2014,

R.L.No. 15-07-015/2023

1-49/4B, Suryanagar Colony,

Uppal, MM Dist- 500039, Ph: 9248824025

1.1.4 "Interest" means 8% (Eight percent) per annum, payable on the Loan, calculated from the execution date of this Agreement to the actual date of repayment of the Loan.

1.1.5 "Loan" shall have the meaning ascribed to it under Clause 2;

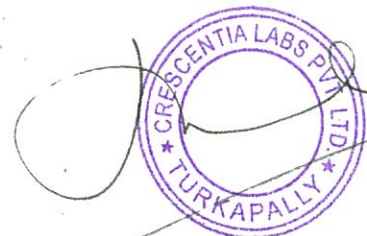
1.1.6 "Loan Amount" shall have the meaning ascribed to it under Clause 3;

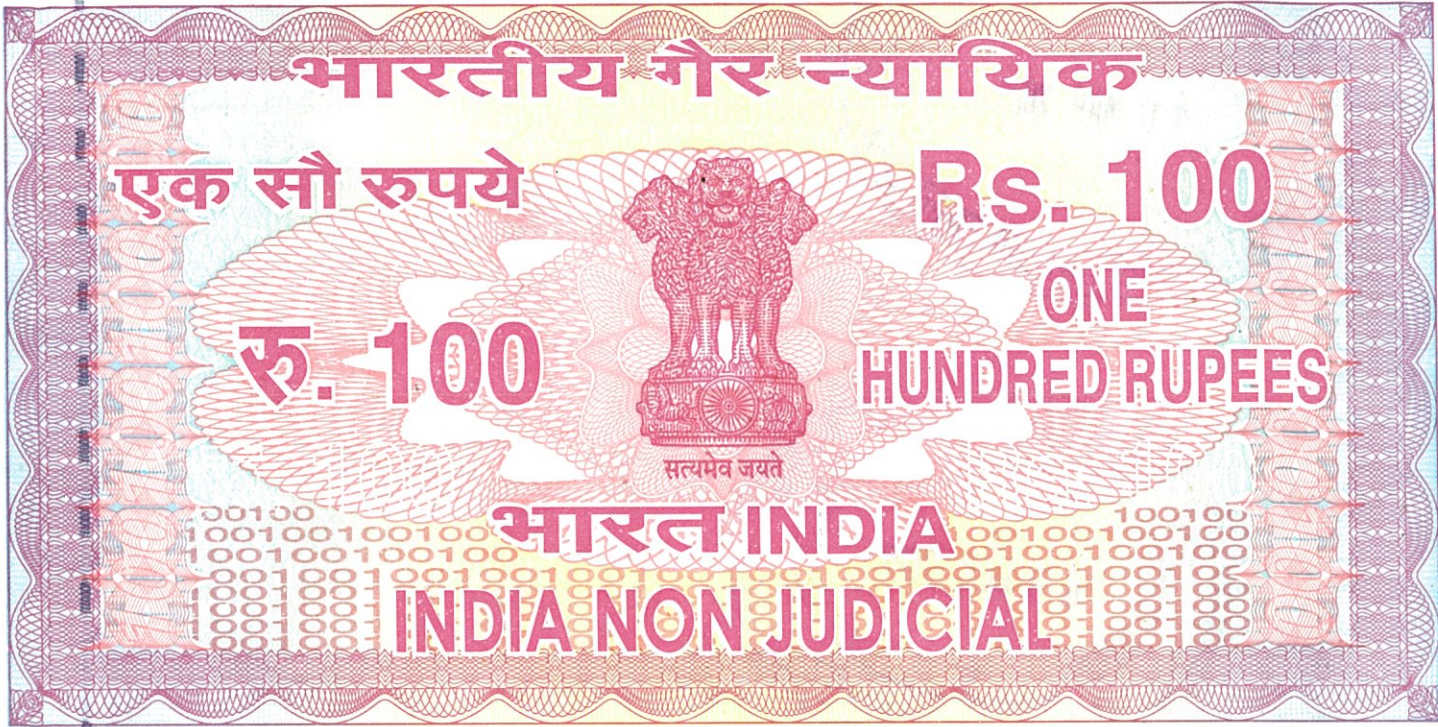
1.1.7 "Loan Term" means the time period commencing from the execution date of this Agreement to April 30, 2024.

1.1.8 "Project Genopolis" means the proposed 1,47,590 square feet (of leasable area) life-sciences research and development industrial park to be developed upon the Genopolis Land, which offers infrastructure and facilities for companies/ businesses engaged in basic and applied research and development and also other industrial activities in pharma, biotech sectors, medical technology, nutraceuticals, agri-science and allied domains.

2. Purpose of Loan

The Lender has sanctioned the loan not exceeding the amount of Rs. 9,99,95,000





తెలంగాణ తెలంగాణ TELANGANA

AX 025289

Sl. No. 6960 Date 4-5-2023 Rs. 100/-

Sold To K. Parabhakar Reddy

S/o, D/o, W/o K P Reddy

For Whom G.V. Discovery centers Pvt Ltd.

Swathi T. SWATHI

LICENSED STAMP VENDOR
License No. 15-07-018/2014,
R.L.No. 15-07-015/2023

1-49/4B, Suryanagar Colony,
Uppal, MM Dist- 500039, Ph: 9248824025

(Rupees Nine Crore Ninety-Nine Lacs Ninety Five Thousand only) in one or more tranches as an inter corporate loan ("Loan") to the Borrower only for the purpose of completion of Project Genopolis. The Borrower agrees that the Loan granted shall be used in accordance with the terms and conditions as set out in this Clause.

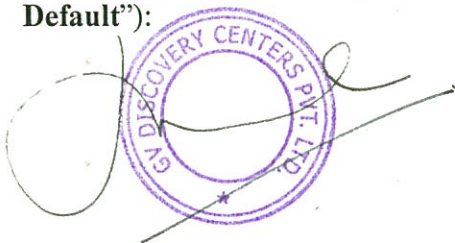
3. Repayment of Loan

The loan amount (including but not limited to the principal, Interest thereon and any other charges, expenses, interest, additional interest, premium, fees, taxes, including GST, levies or other dues payable by the Borrower to the Lender in terms of this Agreement) ("Loan Amount") shall be repayable by the Borrower to the Lender and the Borrower hereby agrees and undertakes to return/repay the Loan Amount before the completion of construction and development of Project Genopolis, but which, in any event, shall not exceed the Loan Term.

The Parties agree that the Interest on the Loan shall be accrued and paid at the time of repayment of the Loan.

4. Event of Default

4.1. Borrower will be in default upon occurrence of any of the following events ("Event of Default"):


G.V. DISCOVERY CENTERS PVT. LTD.


CRESCENTIAL LABS PVT. LTD.
TURKAPALLY

- i. Borrower's failure to utilize the amount as per Clause 3 of this Agreement;
- ii. Borrower's failure to repay the Loan Amount within the time period as specified in Clause 3 of this Agreement;
- iii. Any representation or warranty made or deemed made in or in connection with this Agreement proves to have been false or misleading in any material respect when so made or deemed made; or
- iv. Borrower's failure to perform any other covenant, condition, or agreement set forth in this Agreement;

5. Termination

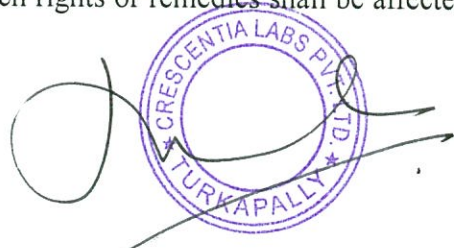
- 5.1. The Lender may, in its sole discretion cancel and terminate this Agreement and recall the entire Loan Amount (and the interests accrued thereon), without any prior intimation to the Borrower, if in the opinion of the Lender, (i) any Event of Default has occurred or is likely to occur, or (ii) if it becomes unlawful for the Lender to disburse or continue the Loan to the Borrower or (iii) if it becomes unlawful for the Borrower to comply with any of its obligations under this Agreement. The disbursement having been made by the Lender, the Borrower shall not be entitled to cancel and/or terminate this Agreement.

6. Governing Law and Dispute Resolution

- 6.1. This Agreement shall be governed by the laws of India. Any dispute arising out of or in connection with this Agreement, including any termination hereof shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 (as amended from time to time), before a sole arbitrator appointed by the High Court of Telangana. The seat and venue of the arbitration shall be Hyderabad and subject to the above, the courts of Hyderabad, Telangana shall have exclusive jurisdiction.
- 6.2. The costs and expenses of the arbitration, including the fees of the arbitrator shall be borne by both the Parties and each Party shall pay its own fees, disbursements and other charges of its counsels, except as may be otherwise determined by the arbitrator.

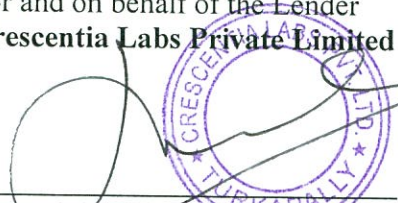
7. Miscellaneous

- 7.1. The Parties warrant that the individual executing this Agreement on behalf of each Party has been fully empowered to do so and that all necessary corporate actions required to authorize the execution of this Agreement have been taken by such Party, it being agreed that it shall not be necessary for either Party to enquire or verify whether such action has in fact been taken.
- 7.2. The rights of the Lender under this Agreement are independent of, and in addition to, such other rights and remedies as the Lender may have under applicable law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected

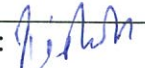


or diminished thereby.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and year first hereinabove written.

For and on behalf of the Borrower GV Discovery Centers Private Limited  Name: Mr. Soham Satish Modi Designation: Director	For and on behalf of the Lender Crescentia Labs Private Limited  Name: Mr. Soham Satish Modi Designation: Director
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WITNESSES:

Witness 1:  5-6-187/324, 21 Plot, Soham Kauru M.C. Road. Seelad-3 Name: <u>G. KANAKARAO</u>	Witness 2:  6-3-597/D, Anand Nagar Colony, Khanotab, Hyderabad - 50004 Name: <u>RISHABH ARORA</u>
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