



Government of Telangana
Registration And Stamps Department

638/24

Payment Details - Citizen Copy - Generated on 09/02/2024, 03:46 PM

SRO Name: 1516 Shamirpet

Receipt No: 677

Receipt Date: 09/02/2024

Name: SOHAM SATISH MODI CS No/Doct No: 652 / 2024
Transaction: Deposit of Title Deeds Challan No: E-Challan No: 333RIW080224
Chargeable Value: 210000000 DD No: DD Dt: Challan Dt: E-Challan Dt: 08-FEB-24
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
Deficit Stamp Duty				49900
User Charges				1000
Total:				60900
In Words: RUPEES SIXTY THOUSAND NINE HUNDRED ONLY				

RETURNED

Prepared By: SHASHANT

Signature by SR
Sub Registrar
Shamirpet

825359 CW

Phone No: 5123
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
Crescentia Labs PL



₹ 0000100/-
ZERO ZERO ZERO ZERO ONE ZERO ZERO

Agreement
38153321707484542274-00240113
3815332 47/2012

AMENDED AND RESTATED MEMORANDUM OF DEPOSIT OF TITLE DEEDS

This amended and restated memorandum of deposit of title deeds ("Deed") is executed on this the 09 day of February, 2024 ("Execution Date") at Hyderabad 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 24 January, 2024, 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**;

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:

Company	Debenture Trustee	Subscriber

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 4 and 5 on the 09th day of FEB, 2024 by Sri Soham 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 PRIVA [1516-1-2024-652]	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 [1516-1-2024-652]	AXIS TRUSTEE SERVICES LIMITED REP.BY.LALPET HARIBABU (AUTHORISED SIGNATORY) S/O. L RAMACHANDRAN O/O THE RUBY 2ND FLOOR SW 29 SENAPATI BAPAT MARG, DADAR WEST MUMBAI	
3	MR		 CRESCENTIA LABS P [1516-1-2024-652]	CRESCENTIA LABS PRIVATE LIMITED REP.BY.SOHAM SATISH MODI (AUTHORISED SIGNATORY) S/O. SATISH MODI O/O PLOT NO.15-B MN PARK PHASE I SURVEY NO.230 TO 243 TURKAPALLY SHAMIRPET MANDAL, MEDCHAL MALKAJGIRI DIST	

Identified by Witness:				
SI No	Thumb Impression	Photo	Name & Address	Signature
1		 K PRABHAKAR REDDY [1516-1-2024-652]	K PRABHAKAR REDDY AADHAR	
2		 V SAIKANTH::09/02/2024.1 [1516-1-2024-652]	V SAIKANTH AADHAR	

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09th day of February, 2024

Biometrically Authenticated by S/D SONY on 09-FEB-2024 15:52:02
Signature of Sub Registrar Shamirpet

E-KYC Details as received from UIDAI:			
SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX6187 Name: Vittal Saikanth	S/O Vittal Bhaskar Rao, Hyderabad, Rangareddi, Andhra Pradesh, 500060	

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- (A) The Company has issued 31,984 secured, unlisted, and redeemable optionally convertible debentures (collectively referred as “**OCD**”), each having face value of INR 7,000 (Indian Rupees Seven Thousand only), aggregating to a total value of INR 22,38,88,000/- (Indian Rupees twenty two crore thirty eight lakh and eighty eight thousand only) in 1 (one) or more tranches to the Subscriber pursuant to a debenture subscription agreement dated April 24, 2023 and First Addendum to Debenture Subscription Agreement dated January 17, 2024 (Collectively “**OCD Agreement**”) entered into among, *inter alia*, the Company and the Subscriber.
- (B) 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 the debenture trust deed dated April 24, 2023 entered into by and amongst the Subscriber, the Company, and the Debenture Trustee (“**DTD**”).
- (C) Pursuant to the OCD Agreement, the Company executed a memorandum of deposit of title deeds dated April 24, 2023 and registered with document number, 2677/2023 with the office of Sub-Registrar Shamirpet, Telangana (“**MODT**”) to record creation of 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, in favour of the Debenture Trustee, over:
- (i) All that part and parcel of land more particularly described in the **First Schedule** hereto (collectively, “**Project Land**”);
 - (ii) 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
 - (iii) 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**”.

- (D) In terms of the MODT, the Company deposited the title deeds listed in **Part A** of **Third Schedule** hereto by way of actual delivery with the Debenture Trustee, in its capacity as debenture trustee of the Company.
- (E) Thereafter, pursuant to Clause 20.1.3 of the OCD Agreement, the Company now intends to avail a term loan of INR 30,00,00,000 (Indian Rupees Thirty Crore) (“**TCL Loan**”) from Tata Capital Limited (earlier Tata Capital Financial Services Limited), a public company incorporated under the Companies Act, 1956, with corporate identification number,

 <p>Company</p>	 <p>Debenture Trustee</p>	 <p>Subscriber</p>
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E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX4389 Name: Soham Satish Modi	S/O Satish Modi, Khairatabad, Khairatabad, Hyderabad, Telangana, 500034	
4	Aadhaar No: XXXXXXXX7051 Name: Milind Ravi	C/O Pooja Khandelwal, Moosapet, K.v. Rangareddy, Telangana, 500018	
5	Aadhaar No: XXXXXXXX4188 Name: Lalpet Haribabu	C/O Lalpet Ramachandran, Pet Basheerabad, Qutubullapur, Medchal- malkajiri, Telangana, 500067	

Endorsement: Stamp Duty, Tranfer 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 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	49900	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	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	60900	0	0	0	61000

Rs. 49900/- 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. 223888000/- was paid by the party through E-Challan/BC/Pay Order No ,333RIW080224 dated ,08-FEB-24 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 60950/-, DATE: 08-FEB-24, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 7584636422339,PAYMENT MODE:NB-1001138,ATRN:7584636422339,REMITTER NAME: MR. SOHAM MODI,EXECUTANT NAME: CRESCENTIA LABS PRIVATE LIMITED,CLAIMANT NAME: AXIS TURSTEE SERVICES (LIMITED) .

Date:

09th day of February,2024

Signature of Registering Officer
Shamirpet

Certificate of Registration

Registered as document no. 638 of 2024 of Book-1 and assigned the identification number 1 - 1516 - 638 - 2024 for Scanning on 09-FEB-24 .

Registering Officer
Shamirpet
(D Sony)

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U65990MH1991PLC060670 (hereinafter referred to as “TCL”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), pursuant and subject to the term sheet dated [December 08, 2023] issued by the TCL and accepted by the Company (“**Term Sheet**”). The Company intends to utilise the TCL Loan solely and exclusively for the purposes of completion of Project GV-1.

- (F) As per the Term Sheet, the Company is required to *inter alia* (i) create a first and exclusive charge on the Property in favour of the TCL, and (ii) amend the existing charge created in favour of Debenture Trustee by the Company over the Property *vide* the MODT to a second ranking charge till the occurrence of a Trigger Event.
- (G) In view of the foregoing, the Company has approached the Subscriber and the Debenture Trustee in respect of the aforesaid amendments to charge created by the Company on the Property, pursuant to a request letter dated December 11, 2023 and January 24, 2024.
- (H) Pursuant to discussions, (i) the Subscriber, *vide* its letter dated December 14, 2023, and (ii) the Debenture Trustee, *vide* its email dated January 24, 2024, have provided their approval to the Company to amend the first charge created by the Company on the Property to a second charge to be created by the Company in favour of the Debenture Trustee on the Property, for the purposes of securing the redemption of OCDs and performance of the terms and conditions of the Transaction Documents.
- (I) In addition to the above, the Subscriber, *vide* its letter dated December 14, 2023, has confirmed acceptance to the aforementioned amendment of charge on the Property, subject to *inter alia* (i) continuance of the Security Interest created on the Collateral including Pledged Shares, without any amendment or variation whatsoever, and (ii) the Debenture Trustee and TCL sharing a first ranking *pari passu* charge on the Property upon receipt of occupancy certificate from the Governmental Authorities for GV-1 Project and confirmation from the purchaser i.e. Rx Propellant Private Limited within 3 months post receipt of such occupancy certificate from the Governmental Authorities for GV-1 Project, and the same has been accepted by the Company.
- (J) For the foregoing purpose, (i) Company and the Subscriber have amended the OCD Agreement by way of an amendment agreement to the OCD Agreement dated 05 February, 2024 (“**Amended DSA**”), and (ii) the Parties have amended the DTD by way of an amendment agreement to the DTD dated 05 February, 2024 (“**Amended DTD**”).
- (K) In view of the above and upon instructions of the Subscriber, the Debenture Trustee has released and delivered the title deeds listed in **Part A** of **Third Schedule** hereto to the

  Company	  Debenture Trustee	  Subscriber
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Company, and the same were simultaneously delivered by the Company to TCL for creation of a first ranking charge on the Property by the Company in favour of TCL by way of equitable mortgage.

- (L) Simultaneous with the release of the title deeds listed in **Part A of Third Schedule** hereto, the Company delivered to the Debenture Trustee copies of the title deeds pertaining the Property, listed in **Part B of Third Schedule** hereto (collectively, "Title Deeds"), for creation of equitable mortgage by way of deposit of title deeds, in terms of Section 58(f) of the Transfer of Property Act, 1882, in favour of the Debenture Trustee, over the Property, as per the terms recorded under this Deed.
- (M) In view of the modification of charge created by the Company in favour of the Debenture Trustee over the Property *vide* the MODT, the Parties now intend to amend and restate the MODT in the manner set out herein.

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

1. This Deed is executed in pursuance of the OCD Agreement (as amended) and the other Transaction Documents (as amended). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the OCD Agreement, as amended by the Amended DSA.
2. This Deed amends and restates the MODT in its entirety, on and with effect from the Execution Date. This Deed sets out the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes the original MODT which shall cease to have force or effect on and from the Execution Date.
3. The Company hereby confirms, agrees, and records that pursuant to and in accordance with the OCD Agreement (as amended) and other Transaction Documents (as amended), the Company has deposited the Title Deeds mentioned in Part B of Third Schedule with the Debenture Trustee on 09 February, 2024, with the intention to create security in favour of the Debenture Trustee, for the benefit of the Subscriber, in the form of a second ranking charge by way of equitable mortgage by deposit of Title Deeds in respect of the Property ("Security").
4. 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 (as amended), 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 (as amended), in the form **and manner** set out in the

  Company	  Debenture Trustee	  Subscriber
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Transaction Documents (as amended), subject to the superior ranking rights of TCL, in and to the Property as agreed between the Parties under this Deed prior to the occurrence of the Trigger Event.

5. In the event that the Subscriber subscribes to / has subscribed to Subscribed Series C OCDs in terms of the OCD Agreement (as amended), 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.
6. 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, except to the extent of first ranking equitable mortgage created in favour of TCL, 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, as recorded in terms of this Deed.
7. The Parties hereby agree that the security created over the Property by the Company in favour of the Debenture Trustee under the erstwhile MODT has been amended and modified as per the terms of this Deed. The Security recorded in terms of this Deed constitutes a continuing security for securing the Secured Obligations under the OCD Agreement (as amended by Amended DSA) and DTD (as amended by the Amended DTD), whether heretofore or now existing or hereafter incurred, and any modification thereof in terms of this Deed shall not in any manner be construed at any point in time as an absolute discharge or release of the

  Company	  Debenture Trustee*	  Subscriber
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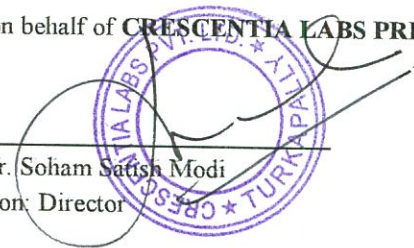


Security by the Debenture Trustee.


8. This Deed, together with all Schedules hereto, represents the entire agreement and understanding among the Parties with respect to the subject matter of this Deed and supersedes any prior agreement or understanding, written or oral, between the Parties.
9. Terms capitalized but not defined herein shall have the meaning assigned to it under the OCD Agreement, as amended by the Amended DSA.

In witness whereof the Parties have signed this Deed on the Execution Date and at the place mentioned hereinabove.

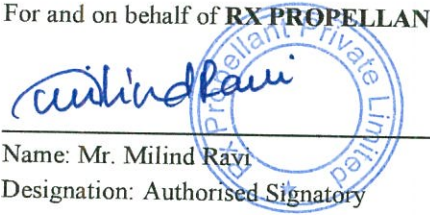
For and on behalf of **CRESCENTIA LABS PRIVATE LIMITED**


Name: Mr. Soham Satish Modi
Designation: Director

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


Name: Mr. Haribabu Lalpet
Designation: Authorised Signatory

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

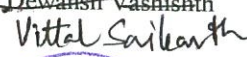

Name: Mr. Milind Ravi
Designation: Authorised Signatory




Witnesses:

1. 

Name: Mr. K Prabhakar Reddy

2. 

Name: Mr. Dewansh Vashishth


 Company	 Debenture Trustee	 Subscriber
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Shamirpet



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DESCRIPTION OF GV-1 LAND

All that part and parcel of land measuring 1.80 Acres (Acres 1-32 Guntas) bearing Plot No. 15-B, in Survey Nos. 230 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 Private 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 PROJECT GV-1

All that part and parcel of immovable property being a life-sciences research and development industrial park, measuring 1,35,696 square feet (one lakh thirty five thousand six hundred and ninety six square feet) of leasable area, constructed on land measuring 1.80 Acres (Acres 1-32 Guntas) bearing Plot No. 15-B, in Survey Nos. 230 to 243, situated at MN Park, Phase-I, Turkapally village, Shamirpet mandal, Medchal–Malkajgiri district, Telangana, India.

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 Company	 Debtore Trustee	 Subscriber
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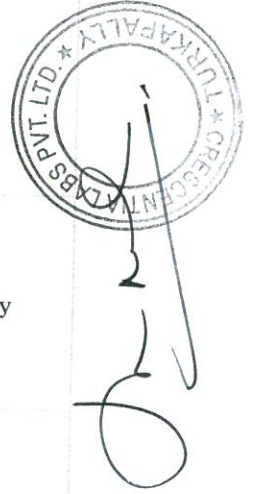
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THIRD SCHEDULE
PART A

LIST OF TITLE DEEDS DEPOSITED UNDER MODT

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 02, 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 2004 in the office of Sub Registrar Shamirpet, Ranga Reddy district.	Certified Copy
3.	Government Order bearing GO Ms. No. 271 dated October 08, 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 09, 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	Photocopy



 Company	 Debenture Trustee	 Subscriber
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S. No.	Description of Documents	Original / Certified Copy / Photocopy
	the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	
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 06, 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, TSIC.	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

		
Company	Debenture Trustee	Subscriber

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S. No.	Description of Documents	Original / Certified Copy / 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 08, 2022	Photocopy

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Company	Debtore Trustee	Subscriber

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THIRD SCHEDULE
PART B

LIST OF TITLE DEEDS DEPOSITED UNDER THIS DEED

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.	Certified Copy
2.	Deed of Conveyance dated November 02, 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 08, 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 09, 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	Photocopy

  Company	  Debenture Trustee	  Subscriber
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Shamirpet



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S. No.	Description of Documents	Original / Certified Copy / Photocopy
	the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	
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 06, 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

		
Company	Debenture Trustee	Subscriber

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Shamirpet



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S. No.	Description of Documents	Original / Certified Copy / 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 08, 2022	Photocopy

[Intentionally left blank]

		
Company	Debenture Trustee	Subscriber

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Shamirpet



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CRESCENTIA LABS PRIVATE LIMITED

CIN: U24100TG2007PTC055759

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF CRESCENTIA LABS PRIVATE LIMITED HELD ON WEDNESDAY THE 24th DAY OF JANUARY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT PLOT NO.15-B, MN PARK PHASE-I, SURVEY NO 230 TO 243 TURKAPALLY, SHAMIRPET, MEDCHAL MALKAJGIRI, HYDERABAD-500078.

The Board was informed that the Company for the purpose of completion of Project GV-1 has to borrow funds and as such, approached Tata Capital Limited ("TCL") for an amount not exceeding Rs. 30.00 Crore (Rupees Thirty Crore only).

The Chairman further apprised the Board that to avail the loan, the Company has to give GV-1 Property i.e. (a) GV-1 Land, (b) Project GV-1, and (c) all ownership, leasehold, development rights and other rights and benefits in respect of GV-1 Land and Project GV-1, under First Charge with TCL upto the date of receipt of Occupancy Certificate.

Axis Trustee Services Limited ("ATSL") is already holding a first charge on GV-1 Property as Debenture Trustee of the Company for the benefit of Rx Propellant Private Limited ("RX") for the purposes of securing the redemption of Optionally Convertible Debentures held by RX, as such, the Company approached ATSL and RX to amend the first charge created by the Company on the GV-1 Property, to a second ranking charge in favour of the ATSL on GV-1 Property.

It was further informed that to amend the charge already created in favour of ATSL, the agreements executed on 24.04.2023 i.e. Debenture Subscription Agreement, Debenture Trust Deed, Memorandum of Deposit of Title Deeds (MODT) and Declaration to MODT, have to be amended.

After discussion, the Board passed the following resolution for amendment of charge:

RESOLVED THAT pursuant to the provisions of section 71, 77, 79, 179 and any other applicable provision of the Companies Act, 2013 read with relevant rules made under thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), the consent and approval of the Board be and is hereby accorded to modify/amend the charge created on 24.04.2023 and registered with Sub-Registrar of Ranga Reddy District, Telangana on 25.04.2023 in favour of Axis Trustee Services Limited ("ATSL") for the benefit of Rx Propellant Private Limited ("RX") for the purposes of securing the redemption of Optionally Convertible Debentures held by RX, by way of deposit of title deeds of GV-1 Property i.e. (a) GV-1 Land, (b) Project GV-1, and (c) all ownership, leasehold, development rights and other rights and benefits in respect of GV-1 Land and Project GV-1, from First and Exclusive Charge to a Second Ranking Charge in favour of ATSL on GV-1 Property for the benefit of RX and for the purpose of

PLOT NO.15-B, MN PARK PHASE-I, SURVEY NO 230 TO 243 TURKAPALLY, SHAMIRPET, MEDCHAL MALKAJGIRI,
HYDERABAD-500078

EMAIL: accounts@modiproperties.com PHONE: +91-40-66335551

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638/2024.

Sub Registrar
Shamirpet



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CRESCENTIA LABS PRIVATE LIMITED

CIN: U24100TG2007PTC055759

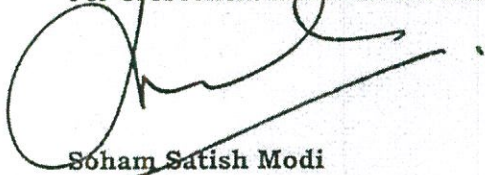
securing the redemption of 31,984 secured, unlisted, and redeemable optionally convertible debentures, each having face value of INR 7,000 (Indian Rupees Seven Thousand only), aggregating to a total value of INR 22,38,88,000/- (Indian Rupees twenty two crore thirty eight lakh and eighty eight thousand only);

“RESOLVED FURTHER THAT the drafts of Amendment Agreements i.e. Amendment to the Debenture Subscription Agreement, Amendment to the Debenture Trust Deed, Amended and Restated Memorandum Of Deposit Of Title Deeds (MODT) and Declaration to the MODT, as tabled before the Board Members and signed by the Chairperson for the purpose of identification, be and are hereby approved;

“RESOLVED FURTHER THAT Mr. Soham Satish Modi, Director (DIN: 00522546) of the Company be and is hereby authorized on behalf of the Company to:

1. accept any alterations/ changes to the Amendment Agreements as may be expedient or necessary, which does not materially change the substance of the Agreements and sign such Amendment Agreements;
2. represent the Company and appear before Sub-Registrar to register the Amended and Restated Memorandum Of Deposit Of Title Deeds (MODT) and Declaration to the MODT;
3. file form CHG-9 with the Registrar of Companies within the prescribed time and fees and to do relevant entries in the Register of Charges.
4. do all such acts, deeds, matters and things, and take all steps, as they may, in their absolute discretion, deem necessary, expedient, usual or proper to give effect to this Resolution, and to settle all doubts and/ or difficulties that may arise from time to time while giving effect to this Resolution.”
5. certify a copy of this Resolution, and submit the same to the concerned person(s)

For Crescentia Labs Private Limited



Soham Satish Modi
Director
DIN: 00522546

PLOT NO.15-B, MN PARK PHASE-I, SURVEY NO 230 TO 243 TURKAPALLY, SHAMIRPET, MEDCHAL MAIKAJGIRI,
HYDERABAD-500078


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Shamirpet




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भारत सरकार
GOVERNMENT OF INDIA


శోహం సతీష్ మోడి
Soham Satish Modi
 పుట్టిన సం./YOB: 1969
 పురుషుడు Male



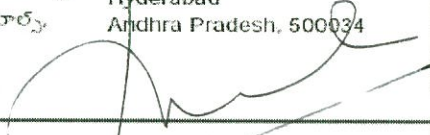
~~4389~~

ఆధార్ - ఆధార్ - సామాన్యమానవుడి హక్కు



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


చిరునామా:
 S/O: సతీష్ మోడి, ప్లాట్ నెం-280,
 280, రోడ్ నెం-25, పెద్దమ్మ
 దేవాలయం దగ్గర జుబిలీ హిల్స్
 ఖైరాబాద్, 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



Aadhaar - Aam Aadmi ka Adhikar



भारत सरकार
Government of India


మిలింద్ రవి
Milind Ravi
 పుట్టిన తేదీ / DOB: 16/04/1983
 పురుషుడు / Male




~~7051~~

ఆధార్ - ఆధార్ - సామాన్యమానవుడి హక్కు


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

చిరునామా: పూజా ఖండేల్వాల, జి 1207 రియన్
 రియన్ రిజిస్టర్ గార్డన్, ఐ డి రోడ్ మార్గము, కుకట్పల్లి,
 కుకట్పల్లి, మూసాపేట్, కె.వి.రంగారెడ్డి, తెలంగాణ,
 500018

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



~~7051~~



భారత ప్రభుత్వం
GOVERNMENT OF INDIA


లల్పేట్ హరిబాబు
Lalpet Haribabu
 పుట్టిన సంవత్సరం/Year of Birth: 1956
 పురుషుడు / Male




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
ఆధార్ - సామాన్యమానవుడి హక్కు



भारत विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


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



1927
 help@uidai.gov.in
 www.uidai.gov.in
 ఐ.ఎ.ఎ.సి. నెం. 1927
 హైదరాబాద్-500018


భారత ప్రభుత్వం
Government of India


కండి ప్రభాకర్ రెడ్డి
Kandi Prabhakar Reddy
 పుట్టిన సంవత్సరం/Year of Birth: 1974
 పురుషుడు / Male




~~9204~~


ఆధార్ - సామాన్యమానవుడి హక్కు


సమాచార 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


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GOVERNMENT OF INDIA


విట్టల్ సాయికాంత్
Vittal Saikanth
 పుట్టిన సంవత్సరం / Year of Birth : 1993
 పురుషుడు / Male



~~6187~~

ఆధార్ - సామాన్యమానవుడి హక్కు

To: Vittal Saikanth
 (విట్టల్ సాయికాంత్)
 S/O Vittal Bhaskar Rao
 16-2-740/75/38
 V K D Nagar
 Gaddiannaram
 Hyderabad
 Rangareddi
 Andhra Pradesh - 500060

Date: 19/08/2011

Ref. No : 00005229-00063973-00042790-



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Shamirpet

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