

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



TELANGANA
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INDIA NON JUDICIAL
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Agreement
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DECLARATION

IN THE MATTER OF MORTGAGE BY DEPOSIT OF TITLE DEEDS

I, Soham Satish Modi, son of Satish Manilal Modi, aged 53 years, residing at Plot No. 280, Road No. 25, near Peddamma Temple, Jubilee Hills, Khairtabad, Banjara Hills, Hyderabad-500034, director of **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 Nos. 230 to 243, Turkapally, Shamirpet, Medchal Malkajgiri District, Hyderabad – 500078(hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the meaning and context thereof, mean and include successors-in-interest and permitted assigns) do hereby agree, declare, confirm and assure on this 09 day of February, 2024 as under:

1. I am authorized to make this declaration by resolutions passed by the board of directors and shareholders of the Company on 24.01.2024.
2. I represent and warrant that:
 - (a) the Company is the sole and absolute owner of the land more particularly described in Part I of **Schedule II** hereto (hereinafter referred to as the “**Project Land**”) and that the Company has full right, title, interest, and benefits in and to the Project Land (as evidenced by the copies of the title deeds listed in **Schedule III** hereto) (“**Title Deeds**”); and
 - (b) the Company has absolute ownership rights in respect of the building being developed on the Project Land, more particularly described in Part II of **Schedule II** (“**GV-1 Project**”) and that the Company has absolute ownership, possession, leasehold, and development rights in respect of the GV-1 Project (collectively, “**Rights**”).



ATTESTED

C.V.N. RAMA KRISHNA
M.Com., LL.B
ADVOCATE & NOTARY
12-11-236, Warasiguda,
SECUNDERABAD-500 061
Phone No:9346672478

The Project Land, GV-1 Project and Rights are together hereinafter referred to as the **"Property"**.

3. Pursuant to the debenture subscription agreement dated April 24, 2023 and First Addendum to Debenture Subscription Agreement dated January 17, 2024, as amended by the amendment agreement to debenture subscription agreement dated 05 February, 2024 (hereinafter referred to as Collectively **"OCD Agreement"**) executed between *inter alia* the Company, the persons referred to in **Schedule I**, and Rx Propellant Private Limited (**"Subscriber"**), and other agreements entered into in connection or pursuance of the OCD Agreement (referred to as the **"Transaction Documents"**) (as amended), the Company has issued and allotted 31,984 optionally convertible debentures to the Subscriber, aggregating to an amount of up to INR 22,38,88,000/- (Indian Rupees twenty two crore thirty eight lakh and eighty eight thousand only), in 1 (one) or more tranches, and the Subscriber has subscribed to the same, as per the terms and conditions contained in the OCD Agreement (as amended) and other Transaction Documents (as amended). For this purpose and pursuant thereto, 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- 400 028 (**"Debenture Trustee"**), has been appointed as the debenture trustee for the benefit of the Subscriber, by way of the debenture trustee agreement dated April 24, 2023.
4. As per the OCD Agreement (as amended), the Company is required to create in favour of the Debenture Trustee, for the benefit of the Subscriber, the following security (**"Security"**): (i) a second ranking charge by mortgage by deposit of title deeds in terms of Section 58(f) of the Transfer of Property Act, 1882 over the Property till the Trigger Event, and (ii) upon occurrence of the Trigger Event, a first ranking charge by mortgage by deposit of title deeds in terms of Section 58(f) of the Transfer of Property Act, 1882 over the Property, which shall rank *pari passu* with the first ranking charge created by the Company in favour of TCL over the Property (if subsisting upon the occurrence of the Trigger Event).
5. The Security is to be created in order to secure the payment/repayment of the Initial Subscription Amount together with any interest, default interest, penalties, fees, charges, and all other amounts of any nature payable by the Company to the Subscriber thereto, as per the terms and conditions contained in the OCD Agreement (as amended) and performance of the Subscriber's obligations under the Transaction Documents (as amended) (**"Secured Obligations"**) by mortgage by deposit of the Title Deeds.
6. In the event that the Subscriber subscribes / has subscribed to Subscribed Series C OCDs in terms of the OCD Agreement (as amended), 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, and the same shall form a part of the Secured Obligations specified hereinabove. 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 timeline as may be requested by the Subscriber.

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7. All Title Deeds have been delivered and deposited by the Company, with the Debenture Trustee with the intent of creating the Security over the Property to secure the Secured Obligations, and the Company, Debenture Trustee and the Subscriber have amended and restated the MODT by way of an amendment and restatement of mortgage of deposit of title deeds dated ____ February, 2024, to record the foregoing modification of MODT and creation of Security.
8. The Title Deeds comprise only those documents specified and mentioned in **Schedule III** hereunder written. Upon the occurrence of any circumstance entitling the Debenture Trustee to enforce the Security under the Transaction Documents (as amended), the Debenture Trustee may, subject to Applicable Law, at its sole discretion and option, exercise any or all of the rights, privileges, and remedies available to the Debenture Trustee under the Transaction Documents (as amended) and Applicable Law, for the purposes of enforcement of Security over the Property, subject to superior ranking rights available to TCL in and to the Property, if any, under Applicable Law.
9. The Property is free from all Encumbrances, mortgages and charges, liens, demands or claims whatsoever, other than the first ranking equitable mortgage created by the Company in favour of TCL, and is not the subject matter of any *lis-pendens*, attachment or any other process issued by any court or authority, and that the title of the Company thereto is clear and marketable. No litigation, suit, writ, action, investigation or arbitration proceedings or other proceedings are /have been initiated or are pending against the Company in respect of the Property or any part thereof. There is no writ, action, suit or proceeding decided or disposed of or any judgment or order of any court or authority which has or is likely to have a material adverse effect on the Company or its business, properties or assets. The provisions of the Urban Land (Ceiling & Regulation) Act, 1976 are not applicable to Project Land and/or any portion thereof.
10. No notice of acquisition or requisition has been issued against or published or received in respect of the Property and no adverse claim has been made against the Property or any part thereof and the Property is not reserved for any purpose. The Company has not received any notice in relation to cancellation of the relevant Title Deeds and resumption of the Project Land by any predecessors in title to the same. The Property is not subject to any trust, inheritance, or gift or other right whatsoever.
11. The Company have duly paid all rates, rents, Taxes (including property tax and vacant land tax), cesses, assessments, revenues, duties, society charges, royalties and all public and other demands and outgoings now or hereafter due in respect of the Property, including but not limited to all applicable Taxes and revenue payable to the Government of India or to the Government of any state or to any local authority and there are no arrears of such payments due and outstanding and that no attachments or warrants have been served on the Company by any person / governmental authority whatsoever. No proceedings are pending or initiated against the Company, and no notice has been served on the Company, under the Income Tax Act, 1961, the Central Goods and Services Tax Act, 2017 or any other Applicable Law whatsoever.
12. The Company is in exclusive and undisturbed possession and occupation of the Property.



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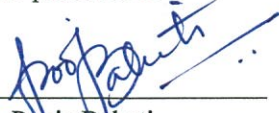
13. The Company shall not seek or attempt to further mortgage or charge or seek or attempt to sell, transfer, dispose of or create any third-party rights in or over the Property or any part thereof or otherwise deal with the Property in a manner prejudicial to the interests of the Subscriber, unless otherwise permitted by the Subscriber in writing. The Company shall and will, at all times and as and when required, make out a clear and marketable title to the Property to the satisfaction of the Debenture Trustee/Subscriber and/or their legal counsel, free from all doubts, claims and Encumbrances, except such Encumbrances as permitted by the Subscriber in writing. The Company has not entered into any agreement for sale or lease or otherwise with any person or party in respect of the Property.
14. There is no impediment or hindrance in law or otherwise preventing the Company from creating the Security in favour of the Debenture Trustee over the Property as aforesaid. There is no document / judgment or legal process or latent/patent defect in the title over the Property which may prejudicially affect the interest of the Subscriber/Debenture Trustee.
15. The Company has observed and performed and will duly observe and perform all the terms and conditions under which the Property has been developed and constructed and the Company will not do or omit to do anything whereby the Security created in favour of the Debenture Trustee may be prejudicially affected in any manner whatsoever.
16. As and when required by the Debenture Trustee, the Company shall give such declarations, undertakings and other writings as may be reasonably required by the Debenture Trustee and satisfactorily comply with all other reasonable requirements and requisitions submitted by or on behalf of the Debenture Trustee.

AND I declare and confirm that I am making the aforesaid declaration solemnly and sincerely believing the same to be true and knowing fully well that based on the statements and declarations aforesaid, the Subscriber has agreed to subscribe to the OCDs proposed to be issued and allotted by the Company.

This declaration 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).

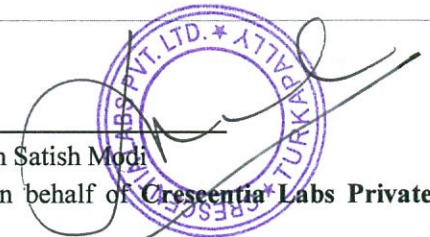
Solemnly declared at Hyderabad
this 8 day of February, 2024

in the presence of


Ms. Pooja Baheti

Before me,


Mr. Dewansh Vashishth


Mr. Soham Satish Modi

For and on behalf of **Crescentia Labs Private Limited**



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09 FEB 2024

SCHEDULE I

1. **JMK GEC Realtors Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U70100TG2010PTC067673 and its registered office at 5-2-22, Gokul Distillery Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.
2. **SDNMKJ Realty Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U70101TG2010PTC067667 and its registered office at 5-2-22, Gokul Distillery Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.
3. **Modi Properties Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956, with the corporate identification number U65993TG1994PTC017795 and its registered office at 5-4-187/3&4, Soham Mansion, 2nd floor, M.G. Road, Secunderabad – 500003, represented herein by its authorised signatory Soham Satish Modi, Director.

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SCHEDULE II

PART I

DESCRIPTION OF PROJECT 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:

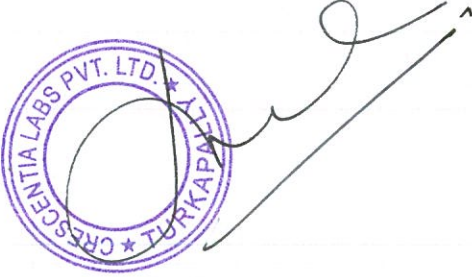
North: 6 Meter access to common transformer belongs to MN Park

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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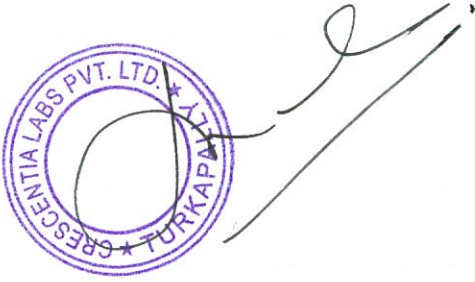
SCHEDULE II

PART II

DESCRIPTION OF GV- 1 PROJECT

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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SCHEDULE III

LIST OF TITLE DEEDS DEPOSITED

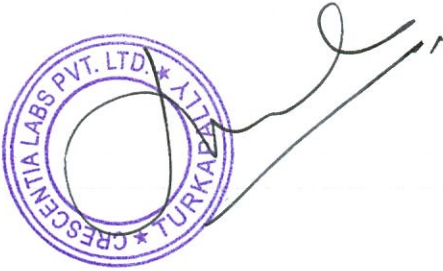
S. No.	Description of Documents	Original / Certified Copy / Photocopy
1.	Deed of Sale dated January 25, 2021 executed by MN Science and Technology Park Private Limited, represented by its authorised signatory Atul Bharadwaj in favour of Crescentia Labs Private Limited and registered as Document No. 733 of 2021 in the office of the Sub Registrar, Shamirpet.	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 the Government of Telangana (erstwhile Government of (United) State of Andhra Pradesh) and Shapoorji Pallonji and Company Limited.	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



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S. No.	Description of Documents	Original / Certified Copy / 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
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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