

Phone No:
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
GV Discovery Centers

[Handwritten Signature]

भारत INDIA
INDIA NON JUDICIAL
SRI K.SATISH KUMAR
V.L.No. 05-059/2022
OF CITY CIVIL COURT
NEW BANSHAPUR
HYDERABAD-500003
TELANGANA
भारतीय गैर न्यायिक



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FEB-15-2022 11:50:27

₹ 0000520/-
ZERO ZERO ZERO ZERO FIVE TWO ZERO

Agreement
38153321644925827856-00025930
3815332 47/2012

DECLARATION CUM INDEMNITY

We,

GV Discovery Centers Private Limited, a company registered under the Companies Act of 1956 and having its registered office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G.Road, Secunderabad – 500003, TELANGANA (hereinafter called "the Declarant /Borrower/Mortgagor") which expression shall unless it be repugnant to the subject, meaning and context thereof be deemed to mean and include its successors and permitted assigns, do hereby affirm, declare, and state as follows:

The Borrower has/have approached Tata Capital Financial Services Limited, a non-banking finance company incorporated under the provisions of the Companies Act 1956 and duly registered with the Reserve Bank of India and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013, CIN No. U67100MH2010PLC210201 and inter alia having a office at 12th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013, and having a Branch Office at Hyderabad (hereinafter referred to as "TCFSL") for a Term Loan of Rs. 5,00,00,000/- (Rupees Five Crores Only) and Lease Rental Discounting facility of Rs. 20,00,00,000/- (Rupees Twenty Crore Only), total Aggregate Amount Rs. 25,00,00,000/- (Rupees Twenty Five Crore Only) (hereinafter referred to as the said "Loan") for the purpose mentioned in the Loan Agreement entered into between the Borrower and TCFSL dated 29.12.2021 (hereinafter referred to as the "Loan Agreement"). One of the terms of sanction of the said Loan is that the properties more particularly described in the Schedule 1 hereto (hereinafter referred to as the said "Properties") will be equitably mortgaged by deposit of title deeds with TCFSL as a security for repayment of the said Loan and all other monies outstanding and payable to TCFSL under the Loan Agreement by the Borrower.

1. That the Declarant/s is required to deposit with TCFSL the original documents of Title pertaining to the said property, including the entire previous chain of documents of title pertaining to the said property prior to the disbursement of the loan.
2. The Declarant has produced the title deeds mentioned in Schedule 2 hereunder ("Said Title deeds") in certified copy pertaining to the said Properties. The Declarant expressly represent that said original title deed is lost and mis placed and could not be traced as on today.
3. The Declarant has filed FIR on 30.12.2021 regarding the loss of said Original Title deed at the jurisdictional police station and also published the instance of loss of original title deeds in The Times of India, Hyderabad and Sakshi, Hyderabad dated 31.12.2021
4. The Declarant further expressly represent and declare that the said title deed are not deposited elsewhere as security and the Properties are free form any encumbrance.
5. The said Title deed is duly registered in the records of the relevant sub-registrar of assurances with respect to the said Properties.
6. That the Declarant hereby state and confirm that:

For G. V. DISCOVERY CENTERS PVT. LTD

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[Handwritten Signature]
Authorized Signatory
Signature




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

- a) The title of the Declarants to the said properties are clear, marketeable and free from all encumbrances and the Declarants are well and sufficiently entitled to mortgage them in favour of TCFSL and that except the Declarants, no other person has any right, title, interest or claim over the said Properties.
 - b) The Declarant undertake that in the event the said original title deed is found out then same will be deposited with TCFSL.
 - c) That the structures constructed on the said Properties are legal and in accordance with all applicable rules and regulations and all permissions, constructions, approvals in respect of the same have been obtained. The said structures are complete in all respects and are fit for occupation.
 - d) That all taxes and statutory and other dues in respect of the said Property have been paid till date. The Declarants further agree and undertake to duly pay all taxes, dues etc. as may be applicable or in case of any demand.
 - e) That due diligence has been carried out to find out whether the documents pertaining to the past transactions were duly stamped and the Declarant that the previous owner/s has/have paid the stamp duty of requisite amounts/s in respect of his/her/their respective document/s executed by him/her/them in the past pertaining to the said property.
 - f) All documents pertaining to the said Properties are complete, duly executed and correct in all respects and in compliance of all applicable laws and sufficient to convey the Declarants clear and marketeable title to the said Properties including the structures constructed thereon.
 - g) All requirements under applicable laws, rules and regulations in respect of the said Properties are complied with.
7. The Borrower agrees to cause the Declarants to abide by the terms hereof.
 8. Without prejudice to the rights and remedies available to TCFSL in equity or law, the Borrower and the Declarant agree/s to jointly and severally indemnify and keep indemnified and saved and kept harmless TCFSL from all costs, damages, claims or expenses which TCFSL may be put to:
 - a) any defect in title to the said property.
 - b) any non compliance or defect in compliance with respect to perfection of security.
 - c) In case of any of the statements contained herein found to be incorrect or untrue.
 9. In case of there being any defect in the title to the said property or perfection of the security, the Declarant and/or Borrower shall forthwith upon such defect being brought to his/her notice remove such defect at his/her own cost and make good the title to the said property to the satisfaction of TCFSL and TCFSL's opinion in this regard shall be final and binding. The indemnity herein contained and the liability undertaken by the Declarant and the Borrower shall continue to remain in

For G. V. DISCOVERY CENTERS PVT. LTD

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Authorised Signatory
Signature



ATTESTED
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M.Com., LL.B.
ADVOCATE & NOTARY
12-11-236, Warasiguda,
SECUNDERABAD-500 061
Phone No:9346672478

full force till the said Loan together with all its related dues is repaid in full as agreed under the Loan Agreement to be executed/ executed by the Borrower with TCFSL.

SCHEDULE -1

All that piece or parcel of property described herein below:

| | |
|--|---|
| Survey /Door Patta/ Khata.No | Survey Nos. 234 & 235 |
| Plot No...../ Flat No..... | Plot No. 1-A. |
| Measurement / Extent of property | Land admeasuring Ac. 2.25 Gts., in Shapoorji Pallonji Biotech Park, Phase-1. |
| Location / Land-marks / name of the area, <i>Mohalla</i> (it should give clear location of the property so as to reach the spot in case of need) | Situated at Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District, Telangana State. |
| City / District | Medchal-Malkajgiri District, Telangana State. |
| Boundaries | |
| North by | Plot No. 1 of Biotech Park |
| South by | Plot No. 3 of Biotech Park |
| East by | Boundary of ICICI Knowledge Park |
| West by | Road No.1 of Biotech Park |

SCHEDULE 2- Details of the Title Deeds Lost

Registered Sale Deed No.4344/2005 dated 04-07-2005, executed by M/s Shapoorji Pallonji Bitotech Park Pvt. Ltd., rep. by its Director and Chief Executive Sri Suresh Dhawan, in favour of M/s Tata Chemicals Ltd., rep. by Sri Anand Desai, in respect of all that the piece and parcel of Land bearing Plot No. 1-A, in Shapoorji Pallonji Biotech Park, Phase-1, admeasuring Ac. 2.25 Gts., in Survey Nos. 234 & 235, Situated at Turkapally Village, Shamirpet Mandal, Ranga Reddy District, A. P.

DECLARANT/MORTGAGOR

Authorised Signatory

NOTARY PUBLIC

G. V. DISCOVERY CENTERS PVT. LTD

Authorised Signatory
Signature

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ATTESTED
[Signature]
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15 FEB 2022