



2019 28/12/19

தமிழ்நாடு தமில்நாடு TAMIL NADU

ICCI BANK LIMITED

74AB 985157

J. MOHANA SUNDARAM
STAMP VENDOR

NO 262 PH ROAD, MADURAVOYAL,
CHENNAI - 600 095.

LICENCE NO 18/CH(S)/2010 DATE 23.2.201

For GLADSTONE PHARMA INDIA PVT. LTD.

Director.

P. U.

This document forms part and parcel of
unattested deed of hypothecation executed by
M/S Gladstone Pharma India Pvt. Ltd at
Chennai in favor of ICICI Bank Limited on
30-JAN-2020

For GLADSTONE PHARMA INDIA PVT. LTD.

P. U.
Director.

(To be stamped as per applicable stamp duty)

UNATTESTED DEED OF HYPOTHECATION

This Unattested Deed of Hypothecation (herein after be referred to as the "**Deed**", which expression), executed on the date and at the place as indicated in **Schedule I**, by the Security Provider (as described in Schedule I)

In favour of

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat. Pin - 390 007 and corporate office at ICICI Bank Towers, Bandra - Kurla Complex, Bandra (East), Mumbai - 400 051, and among others, a branch / office at the place specified in **Schedule I** hereof (the "**Bank**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.



WHEREAS:

- (i) At the request of the Borrower (as described in Schedule I, the Bank has granted / agreed to grant to the Borrower the Facility (as defined herein) on the terms and conditions as contained in the Facility Agreement (as defined herein) and the Transaction Documents (as defined herein).
- (ii) One of the terms of the Facility Agreement is that the principal amount of the Facility together with all interest, default interest, further interest, liquidated damages, cost, charges and expenses, fees, additional finance charges, collection charges, dues, Taxes and costs and all other monies (whether actual or contingent) payable by the Borrower ("**Obligations**") in respect of the Facility shall be secured, inter alia, by hypothecation on the Assets (more particularly described in Schedule I, in favour of the Bank. The charge to be created by way of hypothecation shall be of such ranking as more particularly provided in Schedule I, hereto.
- (iii) The Bank has called upon the Security Provider to execute these presents which the Security Provider has agreed to do, in favour of the Bank.

NOW THIS DEED WITNESSETH AND IT IS HEREBY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

"Assets" means the assets of the Security Provider, more particularly described in Schedule I hereto

"Borrower": Borrower shall mean the person(s) named as such in Schedule I

"Deed" shall mean this unattested deed of hypothecation, including the Schedules and annexures hereto, as maybe amended in writing from time to time.

"Event of Default" shall mean those circumstances described as such in Clause 7.1 (Events of Default) of the Facility Agreement and shall include a breach of the terms and conditions of this Deed.

"Facility" shall mean the credit facility in the nature of working capital in the amount more particularly set out in Schedule I hereto granted/ to be granted to the Borrower by the Bank pursuant to Facility Agreement and Transaction Documents.

"Facility Agreement" shall mean the facility agreement as referred to and detailed in Schedule I hereto

"Security Provider" shall mean the person(s) named as such in *Schedule I*

The expression Security Provider includes, as the context may permit or require, (i) in the case of a company, limited liability partnership or a society registered under the applicable laws relating to societies, its successors and permitted assigns, (ii) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (iii) in the case of a proprietary concern, the proprietor / proprietors (both in his / her personal capacity and as proprietor / proprietors of the concern) and his / her their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern; (iv) in the case of a Hindu Undivided Family ("HUF"), the Karta of the HUF and any or each of the adult members / coparceners of the joint HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors, (v) in the case of an individual, his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns, (vi) in the case of a trust, the trust / trustee(s) for the time being, its successors and permitted assigns.

Reference to the Security Provider shall, in case there are more than one security provider mean, as the subject or context may permit, mean each of them or any one or more of them.

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

"Transaction Documents" include the Facility Agreement, the General Conditions, the Credit Arrangement Letter, all other agreements, instruments, indentures, deeds, writings and other documents whether financing security or otherwise executed or entered into or to be entered into, by the Borrower or as the case may be by any other person or in relation to, or pertaining, to the Facility and each such document as amended from time to time.

Capitalised terms and expressions used herein and not defined herein but defined in the Facility Agreement, shall have the meanings respectively assigned to them in the Facility Agreement.

2. CHARGE AND HYPOTHECATION

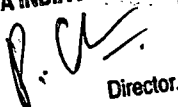
In consideration of the Bank granting / agreeing to grant the Facility to the Borrower, Security Provider hereby undertakes to make good, to the extent of the Obligations, all amounts due to the Bank and shall ensure due observance and performance of all the terms and conditions under the Facility Agreement and the Transaction Documents.

In pursuance of the Facility Agreement and for the considerations aforesaid, the Security Provider hereby hypothecates and charges in favor of the Bank, as and by way of a charge of the ranking more particularly specified in Schedule I hereto, all the right, records, title, documents, interest, benefits, claims and demands whatsoever of the Security Provider, in and to or in respect of the Assets (hereinafter referred to as the **"Hypothecated Assets"**), as security for the due repayment and discharge of the Obligations, in connection therewith due and payable, by the Borrower to the Bank.

3. NATURE OF SECURITY

- (a) The security created hereunder shall operate as a continuing security for the benefit of the Bank and Banks's successors and assigns from time to time, notwithstanding any intermediate payment or other matter whatsoever and in particular the intermediate satisfaction by the Borrower or any other person for the Borrower, of the whole or any part of the Facility.
- (b) This Deed is in addition to and not as a modification, limitation or substitution to any other deed, instrument or agreement.
- (c) The security hereby created is in addition to, independent of, and without prejudice to any other security or securities which the Bank or any security trustee / lender may now or hereafter hold for the Facility or any part thereof and this security may be enforced against the Security Provider without first having any recourse to any other rights of the Bank. It is hereby clarified that the charge created over the Hypothecated Assets will continue unaffected until the Facility is terminated and all monies due to the Bank are repaid in full to the satisfaction of the Bank and the Bank provides the Borrower / Security Provider with a written confirmation to that effect.
- (d) The hypothecation created over the Hypothecated Assets which are in the nature of stocks and book debts (Current Assets) shall be a floating charge and shall not hinder the Security Provider from selling, or otherwise disposing of the same or any part thereof in the ordinary course of its business and in each case subject to the restrictions contained under the Transaction Documents, if any. Upon the occurrence of an Event of Default, the floating charge created over the Current Assets pursuant to Clause 2 (Charge and Hypothecation) shall, automatically and without prior notice to the Security Provider, convert into a fixed charge over the Current Assets.
- (e) Where the Security Provider replaces any Hypothecated Asset, such replaced plant, equipment or asset shall form part of the security under Clause 2 (Charge and Hypothecation).
- (f) The security hereby created shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction or otherwise of the Security Provider with any other company or take-over of the management or nationalization of the undertaking of the Security Provider or by any variation to the terms of the Facility or any of the Transaction Documents. If any amount paid by

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

the Borrower/ Security Provider or by any other person for the Borrower/ Security Provider, in respect of the hypothecation and charge hereby created is held to be void or set aside on the liquidation or winding up of the Borrower / Security Provider or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid. No change whatsoever in the constitution of the Borrower or the Security Provider shall impair or discharge the liability of the Security Provider to the Bank hereunder.

- (g) Nothing contained in this Deed shall be deemed to negate, qualify or prejudicially affect the right of the Bank to recover the balance at any time remaining due and owing to Bank under the Transaction Documents notwithstanding sale or realisation of the Hypothecated Assets.
- (h) The rights and benefits of the Bank hereunder shall be in addition to and not in derogation of any of their rights, benefits and privileges under Applicable Law (including the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002). The Bank may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Security Provider acknowledges that the powers of the Bank in this regard shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver by the Bank.

4. REPRESENTATIONS AND WARRANTIES:

- The Security Provider hereby represents and warrants that:
- (a) The Security Provider has the competence, all power and authority to execute this Deed and carry out the terms and conditions and perform its obligations hereof;
- (b) All such authorizations are in full force and effect and no such authorization has been, or is threatened to be, revoked or cancelled;
- (c) The Hypothecated Assets are free from any encumbrances, other than those declared to the Bank in writing prior to executing this Deed, and Security Provider has full right to hypothecate the Hypothecated Assets and no third party has any claim thereto or any part thereof. There is no prohibition, order, or any suit/s pending before any Court, or Tribunal, which would materially adversely affect the ability of the Security Provider to meet and carry out its obligations under this Deed.
- (d) This Deed has been duly and validly executed by an authorized official of the Security Provider and this Deed constitutes legal, valid and binding obligations of the Security Provider;
- (e) All permissions/approvals/consents necessary or required on the part of the Security Provider have been taken to authorize and empower the Security Provider to enter into and perform its obligations under this Deed.
- (f) All consents, licenses, permits, approvals or authorizations of or declarations to or registrations or filings with governmental authorities or agencies such as Registrar of Companies, etc. or courts and the payment of all stamp and other transaction taxes in India, and elsewhere, required to make this Deed legal, valid and enforceable have been obtained or made and are in full force and effect.
- (g) The entry into and performance by the Security Provider of, and the transactions contemplated herein do not and will not conflict with or violate:
- (i) any applicable law, judgment, decree or order of any government authority;
 - (ii) with the constitutional documents, if any, of the Security Provider; or
 - (iii) with any agreement, contract, document or other undertaking to which Security Provider is a party or, which is binding upon the Security Provider or any of its assets;
- (h) All information communicated to or supplied by or on behalf of the Security Provider to the Bank from time to time, are true, fair correct and complete in all respects as on the date on which it was communicated or supplied; and

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- (i) Nothing has occurred since the date of communication or supply of any information to the Bank, which renders such information untrue or misleading in any respect.

5. GENERAL COVENANTS: The Security Provider agrees and covenants as follows:

(a) Maintain and Insure:

- (i) The Security Provider shall at its expense keep the Hypothecated Assets in a marketable and good condition.
- (ii) The Security Provider shall insure the Assets, as may be stipulated by the Bank (which may include insurance against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, erection risk, war risk and such other risks and other hazards incidental to the acquisition, transportation or delivery of the Assets to the place of use or installation) in the form and manner acceptable to the Bank. Notwithstanding anything contained herein, the Bank may stipulate any additional conditions pertaining to insuring the Assets. (e)
- (iii) As stated in the Facility Agreement, the Borrower agrees that, in the event of failure on the part of the Borrower / the Security Provider to insure the assets or to pay the insurance premia, or provide the insurance policy within fifteen days prior to its expiry of such policy, the Bank has the liberty (without any obligation) to get the assets insured or pay the insurance premia and get such amounts reimbursed by the Borrower together with interest as applicable to the Facilities and the Bank shall be entitled to debit the Borrower's Account with such amount, at the applicable rate. (f)
- (iv) The insurance in respect of the assets charged/to be charged shall be taken in the joint names of the Security Provider and the Bank, or the Bank's name should be noted as first loss payee on such insurance policy/ies favour, or such an insurance policy should be endorsed in favour of the Bank or Security Trustee by an Agreed Bank Clause ("**Insurance Policy**"). The Borrower/Hypothecator shall upfront provide a copy of such relevant Insurance Policy to the Bank (including renewal receipts therefore. This Insurance Policy shall subsist in favor of the Bank or Security Trustee for as long as the Facility is in effect and till all the Obligations are paid/repaid in full.

(b) Payments In Relation To Immovable Properties: (g)

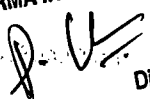
The Security Provider shall pay all rents, taxes and outgoings in respect of any immovable property in or on which the Assets may for the time being be lying or stored.

(c) Other Payments:

The Security Provider shall at all times until the Obligations are paid/repaid in full by the Borrower, duly and punctually pay any imposts, duties, taxes, premia and outgoings which becomes due and payable by the Security Provider in respect of the Assets or any part thereof or the carrying out or maintenance of any business or operations thereon and shall prevent any part of such Assets from becoming charged with the payment of any imposts, duties and taxes. (h)

(d) Inspection:

- (a) That the Bank, its Agents and Nominees shall be entitled, (and the Security Provider hereby permits) at all times without notice to the Security Provider at the Security Provider's risk and expenses and if so required as attorney for and in the name of the Security Provider, to enter any place where records of the said Hypothecated Assets may be and inspect, value, insure, superintend, dispose of and/or take particulars of all or any part of the said Hypothecated Assets and check any statements, accounts, reports and information and for the purpose of such entry to do all acts, deeds, and things deemed necessary by the Bank.. (i)
- (b) The Bank shall be at liberty from time to time and at any time to have any of the Hypothecated Assets inspected and valued by an appraiser or valuer appointed by the Bank which value shall be conclusive (j)

For GLADSTONE PHARMA INDIA PVT. LTD.

Director.

and binding on the Security Provider/ Borrower both in and out of Court. The fees, costs, charges and expenses of such inspection, appraisal or valuation (the Banks statement in regard thereto being conclusive) shall be borne and paid by the Borrower/ Security Provider to the Bank on demand and may, if not so paid, shall form part of the Facility; and

- (c) The Security Provider undertakes to co-operate with such inspections and other steps without demur or protest, including making available such staff as the Bank and their representatives may require in connection with such inspection and, providing unimpaired access to the aforesaid place to the Bank and their Representatives at all times as may be required by the Bank.

(e) Display:

The Security Provider shall display the Bank's name on the factories, premises, go downs and other places where the Hypothecated Assets or any document or records in respect thereof are stored, kept, installed, used or lying and mark the Hypothecated Assets in the form and manner as required by the Bank clearly indicating that such Assets are hypothecated to the Bank.

(f) Other Actions:

- (a) The Security Provider shall file all necessary form and documents with the Registrar of Companies in regard to security in accordance with applicable laws and as per the timelines prescribed by the Bank. The Security Provider shall also execute such other deeds, documents, instruments (including all transfers, conveyances, assignments and assurances of the Hypothecated Assets) and do all such acts and things (in the form and manner) as may be required by the Bank to perfect, protect or enforce the security created hereunder or realise the value of the Hypothecated Assets
- (b) The Borrower covenants that ICICI Bank is entitled to recover the Receivables (as defined under the Facility Agreement) along with the associated rights which shall include the right to possession and ownership of the goods thereto and the security, if any, related thereto from the Borrower/Executants/ Customer before as well as after the assignment thereof to the Bank & to give the Borrower/Executants/ Customer (as defined under the Facility Agreement) notice of such assignment.

(g) Negative Lien:

The Security Provider shall not:

- (a) sell, transfer, assign, encumber, factor, discount or otherwise dispose of or create any further charge or encumbrance upon the whole or any part of the Hypothecated Assets, unless otherwise permitted under the Transaction Documents;
- (b) do or allow anything that may prejudice this security;

(h) Proceeds:

All Assets, sale realisations and insurance proceeds thereof and all documents in relation to this security shall always be kept distinguishable and held as exclusive property in favour of the Bank specifically appropriated to this security, be dealt with only under the directions of the Bank and shall be held in trust by the Security Provider for the benefit of the Bank, till the Bank instructs otherwise.

(i) Reporting Requirements:

The Security Provider shall submit to the Bank or as often as may be required by the Bank, full particulars of all the Hypothecated Assets, verify and execute all statements, reports, returns, certificates, information and any other documents as may be required by the Bank from time to time including all information pertaining to any future receivables, cash flows or assets which are part of the Hypothecated Assets.

(j) Consequences of Event of Default:

Not with standing any pending suit or other proceedings, upon the occurrence of a default under any

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Transaction Documents, the Security Provider undertakes and agrees:

- (a) to give immediate possession of the Assets and all records and documents in relation thereto to the Bank or the Representatives, and to transfer and deliver to the Bank or the Representatives all related bills, contracts, securities and documents;
- (b) to accept the Bank's account of sales and realizations as sufficient proof of amounts realized and relative expenses and to pay on demand any shortfall or deficiency thereby shown;
- (c) To provide / cause to be provided such guards and maintenance services as shall be necessary to protect the Assets.

(k) Disclosure:

The Security Provider hereby agrees, confirms and undertakes that the Bank shall disclose, as the Bank may deem appropriate and necessary:

- (a) Information and data relating to the Security Provider;
- (b) Information or data relating to this Deed or any other security furnished by the Security Provider in favour of the Bank;
- (c) obligations assumed / to be assumed by the Security Provider in relation to the Facilities under this Deed or any other security furnished by the Security Provider for any other credit facility granted / to be granted by the Secured Parties; or
- (d) default, if any, committed by the Security Provider in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorized in this behalf by Reserve Bank of India ("RBI");

CIBIL or any other agency so authorized may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them.

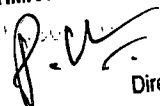
CIBIL or any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to the lenders/ financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

6. RIGHTS AND ENTITLEMENTS OF THE BANK

Without prejudice to any other rights or remedies that the Bank may have, in the event of any breach or Event of Default (by a party other than the Bank) in the performance of any of the terms and conditions stipulated in any of the Transaction Documents including any obligations hereunder or in the event of the security having become enforceable for any reason whatsoever, the Bank or its Representatives shall, in case such breach or default is not remedied to the satisfaction of the Bank, without any further notice and without assigning any reason and at the risk and expense of the Security Provider and if necessary, as attorney for and in the name of the Security Provider, be entitled at its absolute discretion, to do any one or more of the following:

- (a) Direct the Security Provider or any concerned person to deliver the Assets to the Bank on a date and time indicated by the Bank in which event the Security Provider shall, at its own expense deliver or forthwith cause the same to be delivered to the Bank;
- (b) Enter any of the premises of the Security Provider or any other person who has possession of the Hypothecated Assets and seize, recover, collect, withdraw, receive the Hypothecated Assets or any income, profits and benefits thereof without interruption or hindrance by the Security Provider or any other person(s); It shall be lawful for the Bank or the Bank's authorized representatives, servants, officers and agents to enter upon the premises, or garage or godown where the Hypothecated Asset shall be lying or kept and to take possession or recover or receive the same. The Security Provider hereby authorizes the Bank or their respective agents to enter the premises or precincts where the Hypothecated Assets is located or believed to be located and

For GLADSTONE PHARMA INDIA PVT. LTD.


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the Security Provider agrees not to make any claim against the Bank or their respective agents for trespass or take action under any law against the Lender or their respective agents in connection with the aforesaid actions.

- (c) Sell, transfer, realize, dispose off, all deal with all or any part of the Hypothecated Assets in any manner including by public auction or by private contract The Bank shall have the power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as the Bank or the receiver, shall think proper. The Security Provider shall not raise any objection to the regularity of any sale or other disposition made by the Bank nor shall the Bank be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by the Bank or the receiver for the purpose of the sale or disposition of the Hypothecated Assets.
- (d) Exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this Transaction Documents or for an injunction against a violation of any of the terms and conditions of this Deed, or in aid of the exercise of any power or right granted in this Deed direct the Security Provider or any other concerned person to sell, assign or otherwise liquidate, any or all of the Assets;
- (e) Claim the proceeds of any sale or liquidation of Assets (as applicable); and
- (f) Retain all amounts and/or other proceeds received or receivable by the Bank in respect of the Assets and use them, in whole or part, towards fulfilment of Obligations.
- (g) The Security Provider expressly agrees that the Bank shall be entitled, at its sole discretion to:
 - i. adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Security Provider; and
 - ii. Receive all monies payable under any insurance or under any claim made thereunder and to give a valid receipt therefor such that the amount so received shall be adjusted towards the Obligations.
- (h) The Security Provider shall not raise any question that a larger sum might or ought to have been received or shall not be entitled to dispute the liability of the Security Provider for the amounts remaining due after such adjustment.
- (i) The security created over the Assets hereunder in favour of the Bank shall become enforceable by the Bank upon the occurrence of any Event of Default.
- (j) If there shall be any want of repair thereof or if the Bank in its / their reasonable discretion consider any other works, matters, or things are required in order to preserve its security hereunder, then the Bank shall give notice thereof to the Security Provider calling upon the Security Provider to repair or replace the same. Upon the Security Provider's failure to do so within a reasonable period after receipt of such notice, the Bank may (but shall not be bound to) at its sole discretion keep in good condition and render marketable, the Assets and renew any insurance at the expense of the Security Provider and any costs, charges and expenses incurred by the Bank shall forthwith on receipt of notice of demand be reimbursed to the Bank together with interest thereon at the default interest rate from the date of payment and until such reimbursement by the Security Provider the same shall be a charge on the Assets.

7. APPOINTMENT OF RECEIVER

In addition to the powers conferred upon the Bank under this Deed, the Bank may, at any time after the security has become enforceable have a receiver or receivers appointed for the Hypothecated Assets or any part thereof, whether or not the Bank takes possession of the Hypothecated Assets. The following provisions shall apply to such Receiver.

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- a) The Bank shall have the right to discharge the Receiver at any time as it may deem fit.
- b) Unless otherwise directed by the Bank, Receiver shall be invested with and may exercise all the powers and discretions including powers of management as vested in the Bank.
- c) The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the instructions and directions given by the Bank from time to time.
- d) The Bank may, from time to time, fix the remuneration of the Receiver and direct payment thereof out of the Assets, but the Security Provider alone shall be liable for the payment of such remuneration.
- e) The Bank may, from time to time, require the Receiver to give security for the due performance of its duties as such Receiver and may determine the nature and the amount of the security to be given, but the Bank shall not be bound in any case to require any such security.
- f) Unless otherwise directed by the Bank, all monies received by the Receiver, from time to time, arising from or in relation to, inter alia, any sale, calling-in, collection or conversion shall be paid to the Bank.
- g) The Bank may, from time to time, pay to the Receiver any monies constituting part of the Hypothecated Assets or determine the amount of funds the Receiver may keep in hand, with the intent that the same may be applied by such Receiver for the performance of its duties under this Deed.
- h) Every such Receiver shall be an agent of the Security Provider for all purposes and the Security Provider alone shall be responsible for its acts and defaults, losses misfeasance, malfeasance, negligence or misconduct and be liable on any contract or engagement made or entered into by the Receiver and for the Receiver's remuneration and Bank shall not incur any liability or responsibility therefore by reason of the Bank making or consenting to the Receivers' appointment whether or not the Security Provider is in liquidation.
- i) The provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a Bank shall, so far as applicable, apply to the Receiver.

8. LIEN AND SET OFF

- (a) The Bank and its group companies shall have the paramount right of set-off and lien, without prejudice to any other rights of lien and set-off available to them under law, whether in single name or joint name(s), and whether given as security for the Facility/this Deed or otherwise, on (i) deposits of any kind and nature (including fixed deposits) and/or account balances in any accounts (including savings and current accounts), of the Security Provider held with them, and (ii) any monies, securities, moveable's and all other assets of the Security Provider held by/under the control of the Bank and/or its group companies. The Bank and its group companies' rights under this Clause 7 shall not be affected by the Security Provider's bankruptcy, death or winding-up.
- (b) The Bank and/ or its group companies are entitled, without any notice to the Security Provider, to settle any indebtedness whatsoever owed by the Security Provider to the Bank under this Deed and/or under any other agreement, arrangement and/or transactions (whether actual or contingent, primary or collateral, and/or joint and/or several), by adjusting and setting-off any deposit(s) and/or transferring any monies lying to the balance of any account(s) held by the Security Provider with the Bank and/or its group companies, notwithstanding that the deposit(s) or balances lying in such account(s) may not be expressed in the same currency as the Security Provider's indebtedness.
- (c) It shall be the Security Provider's sole responsibility and liability to settle all disputes/ objections with any joint account holders and they shall hold the Bank indemnified, immediately on demand, against any claims by such joint holders.
- (d) The Security Provider hereby specifically authorise the Bank:
 - i. To combine or consolidate at any time all or any of the accounts and liabilities of the Security Provider with or to any branch of the Bank and/or its group companies.

For GLADSTONE PHARMA INDIA PVT. LTD.


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- ii. to sell any of the Security Provider's security or properties held by the Bank and/or its group companies, by way of public or private sale without having to institute any judicial proceeding whatsoever and to retain or appropriate from the proceeds therefrom all amounts owed by the Security Provider to the Bank hereunder and/or under any other agreement, arrangement and/or transactions, including costs and expenses in connection with such sale.
- iii. in case the Obligations and the deposit(s) or monies of the Security Provider lying with the Bank/ its group companies are in different currencies, for the purpose of exercise of any rights of set-off under this Deed and/or under any other agreement, arrangement and/or transactions, the Bank may convert the currency of the Obligations to the currency of the deposit/monies, or vice versa, at a rate determined at the sole discretion of the Bank.

9. ATTORNEY

- (a) The Security Provider under this Deed irrevocably appoints the Bank to be the attorney of the Security Provider and in the name and on behalf of the Security Provider to execute, sign, file, register any deeds, documents, assurances and do such acts and things which, in the opinion of the Bank, are necessary or expedient and that the Security Provider should execute, sign, file, register and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Security Provider by this Deed and also for preservation, enforcement and realization of the security interest created on the Hypothecated Assets and for giving to the Bank full benefit of any of the provisions of this Deed including approaching any authority (governmental, statutory or otherwise) and generally, to use the name of the Security Provider in the exercise of all or any of the powers conferred upon the Bank and any Receiver appointed by the Bank.
- (b) The Security Provider ratifies and confirms all acts or things made, done or executed by any attorney as contemplated in this.
- (c) The Bank may, in the execution and exercise of all or any of the powers, authorities and discretions vested in it by this Deed, act for itself or, whenever the Bank may deem expedient, delegate by power of attorney or otherwise to any officer, all or any of the powers, authorities and discretions vested in the Bank under this Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Bank may think fit and the Bank shall not be bound to supervise the proceedings or be in any way responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

10. NO LIABILITY

Notwithstanding anything contained herein, the Bank shall not be liable to the Security Provider or any other person for any losses on the exercise of its rights or non-exercise thereof or be responsible for any loss, damage or depreciation that the Hypothecated Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Bank or whilst not in possession or by reason of exercise or non-exercise of rights and remedies available to the Bank as aforesaid and that all such loss, damage or depreciation shall be wholly debited to the account of the Security Provider howsoever the same may have been caused.

11. INDEMNITY

The Security Provider shall at all times indemnify immediately on demand and keep indemnified the Bank and each of its affiliates, officers, directors, employees, agents and advisors from and against all losses, liabilities, damages, actions, suits, proceedings, costs, charges, claims and demands whatsoever (including without limitation legal and other fees on a full indemnity basis) and taxes incurred by them in the execution or performance of the terms and conditions hereof and all goods and services, value added or other similar

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

tax which may be incurred, sustained or which may arise in or on the non-performance or non-observance of any of the undertakings and agreements on the part of the Security Provider herein contained or under any document delivered hereunder in respect of any matter or thing done or omitted by the Security Provider relating in any way whatsoever to this Deed or such document or any of the Assets, or, that may at any time arise or be brought or made by any person against the Bank in respect of any acts, matters and things lawfully done or caused to be done by the Bank in connection with the Hypothecated Assets or in pursuance of the rights and power of the Bank under this Deed or the other Transaction Documents. All sums necessary to effect the indemnity contained hereunder shall be secured by this Deed; provided that this indemnity shall not extend to any losses, costs or expenses suffered or incurred by the Bank on account of its own fraud, gross negligence or wilful default.

12. COST AND EXPENSES

- (a) The Security Provider shall bear all legal, travelling, lodging and other costs, charges, fees and expenses in connection with inspection, maintenance and insurance of the Hypothecated Assets; dealings with any authority; appointment or removal of any agents, accountants, counsels or receivers by the Bank; execution, delivery, stamping, registration and enforcement of this Deed and all other documents related to the security interest created under this Deed; including, costs, charges, fees and expenses incurred by the Bank, Receiver and their Representatives in connection with any matter or thing done or omitted to be done in respect of or pursuant to this Deed; and incidentals thereto.
- (b) On default by the Security Provider, the Bank shall be entitled (though, not bound to) to make any payment on behalf of the Security Provider including payment of insurance premia, taxes etc.
- (c) Any amount paid by any person towards fulfilment of Obligations which payment is held to be void or set aside on the liquidation or winding up of the Security Provider or otherwise, shall not be considered to have been paid.

13. REIMBURSEMENT OBLIGATIONS

The Security Provider shall, immediately on demand, reimburse with interest:

- (a) any sums that are payable by Security Provider under the Deed but are paid by the Bank, its representatives or the Receiver on behalf of the Security Provider and in the event of failure of the Security Provider to make such payments, and
- (b) all costs and expenses incurred by the Bank or any Receiver, Representative or other person nominated by the Bank for all or any of the purposes mentioned in the Deed,
- (c) at the default interest rate specified in the Transaction Documents calculated from the date on which such amounts become payable or due under the notice of demand and satisfy or obtain the releases from any liability towards any person and until payment or reimbursement of all such sums or liabilities, the same shall be deemed to be part of the Obligations and shall be a charge upon the Hypothecated Assets.
- (d) Notwithstanding anything contained herein all such amounts may be debited from the accounts maintained by the Borrower/Security Provider with the Bank.

14. NOTICE

All notices or other communications under or in connection with this Deed shall be given in writing and shall be deemed to be effective:

- (a) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender;
- (b) if sent by e-mail or any other electronic or telecommunication mode, when sent by the sender; and

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

- (c) If sent by facsimile, on receipt of a confirmation from the correct facsimile number. Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank.

Notices or communication may be made to:

- (a) the Borrower's address, e-mail address, or facsimile number, and ;
- (b) the Bank's address or facsimile number of its zonal / regional office specified in CAL, or
- (c) To such other address or, facsimile number as may be designated by the Borrower and the Bank in writing to each other. The Borrower acknowledges and confirms that any notice provided by the Bank shall be treated by the Borrower as sufficient and reasonable notice to the Borrower and agrees to assume the liability for any non-delivery of a notice as aforesaid, by any reason of any error, electronic or otherwise.

In the event of change in the registered, principal or business office address of any party, the same must be communicated to the other party in writing along with the details of such address and contact number within 5 (five) days of such change

15. TREATMENT OF CONFLICT

In the event of any inconsistency or repugnancy between the provisions of the Facility Agreement and this Deed, the provisions of the Facility Agreement shall prevail to the extent of such inconsistency or repugnancy.

16. WAIVER

- (a) No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any breach or otherwise hereunder or any other Transaction Documents shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.
- (b) No failure or delay by the Bank in exercising, in whole or in part, any power, remedy, discretion, authority or other right under this Deed or any other agreement nor shall any single or partial exercise/manner of exercise of any other right, power or privilege shall waive or impair, or be construed to be a waiver of or an acquiescence in, such or any other power, remedy, discretion, authority or right under this Deed or in any manner preclude its additional or future exercise, nor shall the action of the Bank with respect to any default, or any acquiescence by it therein, affect or impair any right, power or remedy of the Bank with respect to any other default.

17. CONTINUING SECURITY

- (a) The Security Provider's liability under this Deed shall not be affected, impaired or discharged by the winding up (voluntary or otherwise), insolvency, death, dissolution, merger, amalgamation, reconstruction or otherwise of the Borrower(s) or the Security Provider or takeover of the management or nationalization of the undertaking of the Borrower(s) or the Security Provider, as the case may be.
- (b) The security created hereunder shall continue to remain unaffected by reason of the relevant account being brought to credit at any time or of its being drawn upon to the full extent and afterwards being brought to credit, and shall continue and remain in full force and effect till the discharge of Obligations in full in the opinion of the Secured Parties.

18. DISCHARGES AND RELEASES

Not with standing any discharge, release or settlement from time to time between the Bank and the Borrower,

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

if any discharge or payment in respect of the Facilities by the Borrower(s) or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Bank shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

19. SEVERABILITY

Every provision contained in this Deed shall be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any jurisdiction, the validity, legality and enforceability of the remaining provisions in such jurisdiction shall not be in any way affected or impaired.

20. ASSIGNMENT

The Security Provider shall not be entitled to assign or transfer any of its rights, benefits and obligations under this Deed. The Security Provider agrees that notwithstanding anything to the contrary contained in any documents executed under / in relation to this Deed or the Facility, the Bank shall have the right to assign and / or transfer and / or novate and / or otherwise securitise its rights or obligations under this Deed and / or the Obligations whether with or without recourse to the Bank, to one or more scheduled commercial banks or any other entity, trust, any association whether located / placed in India or outside India, without any reference or notice to the Borrower/ Security Provider. The Security Provider shall not, however, claim any privity of contract with any such entity to whom the Obligations and / or any rights and obligations under this Deed have been assigned / transferred / securitised.

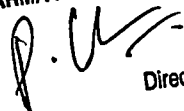
21. GOVERNING LAW

This Deed shall be governed by and construed in accordance with laws of India.

22. JURISDICTION

The Security Provider agrees that any suits or legal proceedings arising out of or in relation to this Deed may be brought by the Bank, in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction.

For GLADSTONE PHARMA INDIA PVT. LTD.


Director.

SCHEDULE I

(Details of Borrower and Details of Hypothecation by Borrower)

PART A - DETAILS OF THE BORROWER, BANK AND THE FACILITY

1. DETAILS OF FACILITY

1A. DATE OF EXECUTION OF THIS AGREEMENT:

On the 20th day of January, Two Thousand and twenty.

1B. AMOUNT OF FACILITY:

In the aggregate not exceeding Rs. million Rs. 20.0 million.

2. CREDIT ARRANGEMENT LETTER:

The CAL No. BLGITRPP/18314 dated the 29 day of January.

⊗ 20 20 issued by the Bank to the Borrower read with all its supplements and amendments. ⊗

For GLADSTONE PHARMA INDIA PVT. LTD.

P. U.
Director.

For GLADSTONE PHARMA INDIA PVT. LTD.

Director.

GLADSTONE PHARMA INDIA PVT. LTD.

GLADSTONE PHARMA INDIA PVT. LTD.

Director.

Director:

3. DETAILS OF THE BORROWER (in case of a company)

Gladstone Pharma India Private Limited

company within the meaning of the Companies Act, 1956/2013 and having its Registered Office at 274/4, Natesan Nagar, Chennai - 600092

3. DETAILS OF THE BORROWER (in case of a partnership)

(i) Mr. / Ms. _____, age _____ yrs.

Son / wife / daughter of _____,
residing at _____

(ii) Mr. / Ms. _____, age _____ yrs.

Son / wife / daughter of _____,
residing at _____

(iii) Mr. / Ms. _____, age _____ yrs.

Son / wife / daughter of _____,
residing at _____

(iv) Mr. / Ms. _____, age _____ yrs.

Son / wife / daughter of _____,
residing at _____

(v) Mr. / Ms. _____, age _____ yrs.

Son / wife / daughter of _____,
residing at _____

and presently carrying on the business _____

in partnership under the firm, name and style of M/s. _____

_____, (which is registered under the Indian

Partnership Act, 1932,)¹ in their capacity as partners of the aforesaid firm and also in their personal capacity.

(a) The partners hereby represent, warrant, agree and undertake that:

(i) _____
the minor(s), has /have the Benefits of the partnership firm known _____

(ii) As of date, the signatories of this Deed are the only partners of the aforesaid firm;

(iii) (The partnership firm is duly registered under the Indian Partnership Act, 1932;)²

(iv) They shall advise the Bank in writing of any changes which may take place in the constitution of the partnership;

(v) They will not dissolve / reconstitute the partnership firm without the approval of the Bank;

(vi) The aforesaid partners are jointly and severally liable to the Bank for performance of all obligations under this Deed;

(vii) Any modifications / amendments carried out by the partners in the constitution of the partnership shall not be binding on the Bank if made without the approval of the Bank.

¹Strike off in case of unregistered partnership.

²Strike off in case of unregistered partnership.

For GLADSTONE PHARMA INDIA PVT. LTD.

[Signature]
Director.

Director.

4. DETAILS OF THE BORROWER (in case of a Individual)

Mr. / Ms. _____, age _____ yrs.,
son / wife / daughter of _____, residing at _____

Mr. / Ms. _____, age _____ yrs.,
son / wife / daughter of _____, residing at _____

4. BORROWERES PROFILE

The Borrower is carrying on the following activities:

Wholesale Trader

5 A. DETAILS OF BANK BRANCH / OFFICE ADDRESS

ICI Bank Ltd
Mestaph road,
Chennai - 18

Attn : _____
Fax No. : _____

5 B. NOTICES TO BE SENT TO

Bank:

ICI Bank Ltd
Mestaph road,
Chennai - 18

Attn : _____
Fax No. : _____

Borrower:

Gladstone Pharma India Pvt. Ltd
27414, Vengambakkam,
Chennai - 72

Attn : _____
Fax No. : _____

For GLADSTONE PHARMA INDIA PVT. LTD.

Director.

2A. DEFINITIONS AND CONSTRUCTION

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, viz.:

"Assets" mean, as the context may permit or require, any or each of the Current Assets, the Moveable Properties and the Receivables.

"Bank Accounts" mean escrow and no lien account(s) particularly described in agreement dated _____ entered into between the Account Bank, the Bank and the Borrower (the "Accounts Agreement", which shall include all amendments made thereto from time to time).

"Current Assets" shall have the meaning ascribed to it in clause 3 of Schedule 1.

"Moveable Properties" shall have the meaning ascribed to it in clause 3 of Schedule 1

"Receivables" shall have the meaning ascribed to it in clause 3 of Schedule 1

All capitalised terms used but not defined herein shall have the respective meanings ascribed to them under the Facility Agreement, which shall apply mutatis mutandis to these presents as if expressly set out in full herein with each reference to the Facility Agreement being deemed to be a reference to this Deed.

2B. RANKING OF CHARGES

(i) The Current Assets have been hereby hypothecated as and by way of ~~first~~ / ~~exclusive~~ / ~~second~~ / first and exclusive charge and shall rank:

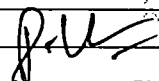
Pari passu with the charge created / to be created in favour of:

Prior to the charge created / to be created in favour of:

Subsequent to the charge created / to be created in favour of:

Exclusive charge in favour of
ICICI Bank Ltd

For GLADSTONE PHARMA INDIA PVT. LTD.



Director.

(ii) The Moveable Properties have been hereby hypothecated as and by way of ~~first~~ / ~~exclusive~~ / ~~second~~ / first and exclusive charge and shall rank:

Pari passu with the charge created / to be created in favour of:

Prior to the charge created / to be created in favour of:

Subsequent to the charge created / to be created in favour of:

Exclusive charge in favour of
ICICI Bank Ltd

Director.

(iii) The Receivables have been hereby hypothecated as and by way of ~~first~~ / exclusive / ~~second~~ / first and exclusive charge and shall rank:

Pari passu with the charge created / to be created in favour of:

Prior to the charge created / to be created in favour of:

Subsequent to the charge created / to be created in favour of:

Exclusive charge in favour of
ICICI Bank Limited

2C. Notwithstanding anything contained in this Deed, the Hypothecator shall be entitled to at all times to sell or dispose of the Current Assets (if secured under this Deed) in the ordinary course of business (subject to deposit of sale proceeds thereof in the Account) and avail further drawals from the Account for the purpose of acquiring further Current Assets, subject to the Borrower and Hypothecator complying with the terms and conditions of the Facility Agreement and these presents respectively.

2D. each of the Hypothecators shall be jointly and severally liable to the Bank for performance of all obligations under this Deed, if applicable.

3. Description of the Assets

(1) The whole of the Hypothecator's stocks of raw materials, goods-in-process, semi-finished and finished goods, consumable stores and spares and such other movables, including book debts, bills, whether documentary or clean, both present and future, whether in the possession or under the control of the Hypothecator or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Hypothecator's factories, premises and godowns situated at Chennai

or wherever else the same may be or be held by any party to the order or disposition of the Hypothecator or in the course of transit or on high seas or on order or delivery (the "Current Assets", which expression shall, as the context may permit or require, mean any or each of such Current Assets).

(2) The whole of the Hypothecator's moveable properties (save and except current assets) including its movable plant and machinery, machinery spares, tools and accessories, non-trade receivables and other movables, both present and future, whether in the possession or under the control of the Hypothecator or not, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Hypothecator's factories, premises and godowns situated at Chennai

or wherever else the same may be or be held by any party to the order or disposition of the Hypothecator or in the course of transit or on high seas or on order or delivery (the "Moveable Properties", which expression shall, as the context may permit or require, mean any or each of such Moveable Properties).

For GLADSTONE PHARMA INDIA PVT. LTD.

P. A.
Director.

(3) All amounts owing to, and received and/or receivable by, the Hypothecator and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from/in connection with the business

and all rights, title, interest, benefits, claims and demands whatsoever of the Hypothecator in, to or in respect of all the aforesaid assets, including but not limited to the Hypothecator's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of

⊗ such Receivables)

For GLADSTONE PHARMA INDIA PVT. LTD.



Director.

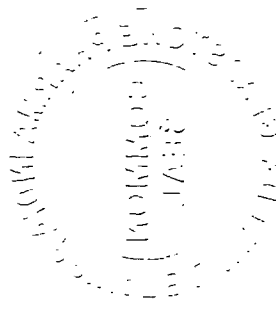
For GLADSTONE PHARMA INDIA PVT. LTD.



Director.

⊗

GLADSTONE PHARMA INDIA PVT. LTD.



Director.

IN WITNESS WHERE OF the Borrower (in its capacity as the Borrower and the Hypothecator) and the Bank has caused these presents to be executed on the day, month and year herein above written in the manner hereinafter appearing.

For the Bank:

SIGNED AND DELIVERED by the within named Bank, ICICI BANK LIMITED, by the hand of Mr. / Ms. Ramachandiray

BLR-RM, Jnanagar, 307798

its authorized official

For the Borrower/Hypothecator:

(Applicable if the Borrower /Hypothecator is a Company)

Common Seal Affixed

The Common Seal of Gladstone Pharma India Pvt Ltd LIMITED, has, pursuant to the Resolution of its Board of Directors passed in that behalf on the 30th day of January, 20 20, hereunto been affixed in the presence of Mr./ Ms. Pichai Chandrasekaran

and Mr./Ms. _____

Directors of the Borrower who have signed these presents in token thereof and Mr./ Ms. Pichai Chandrasekaran

Secretary / authorized person, who has countersigned the same in token thereof.

OR

Common Seal Not Affixed

SIGNED AND DELIVERED by _____ LIMITED by the hand of Mr./ Ms. _____

who has been authorized pursuant to the resolutions passed by the Board of Directors at its meeting held on the _____ day of _____, 20 _____

For GLADSTONE PHARMA INDIA PVT. LTD.

Director.

³Kindly note that in case the borrower is a Company, which is mandated as per its Articles of Association/Charter Documents to affix the Common Seal for the purpose of any execution, such a Common Seal must mandatorily be affixed at the time of execution.

OR

(Applicable if the Borrower/Hypothecator is a Partnership Firm/Sole Proprietor/Hindu Undivided Family/Individual)⁴

SIGNED AND DELIVERED by Mr. /Ms. _____

_____,
at present carrying on the business in Partnership/Sole proprietorship /Hindu undivided firm/Individual under the name and style of M/s. _____

_____, who have signed these presents and also in their personal capacity, by the hand of Mr./Ms. _____, as per the Power of Attorney/ Partnership Authority Letter dated _____ / their constituted attorney under Power of Attorney dated _____.

For the Borrower:

(Applicable if the Borrower is Limited liability partnership (LLP))

Common Seal Affixed

The Common Seal of _____
the within named Borrower, LLP, has, pursuant to the resolution passed in the meeting of partners held on the _____
day of _____,

hereunto been affixed in the presence of _____.

OR

Common seal is not affixed

SIGNED AND DELIVERED by _____ LIMITED by the hand of Mr./Ms. _____,

who has been authorized pursuant to the resolution passed in the meeting of partners held on the _____ day of _____, 20 _____

⁴Kindly note that in case the Hypothecator is an HUF all the co-parcenors have to affix their signatures to the documents.