

Phone No: 022-26100000  
Sold To/Issued To:  
Tatacapitalfinancial  
For them/ID Proof:  
Tatacapitalfinancial



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Agreement  
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## DEED OF HYPOTHECATION

This deed of hypothecation (this "Deed") is executed at the place and on the date as mentioned in Serial No. 1 and Serial No. 2 of the Annexure 1 hereto respectively:

BY

The Borrower(s) as detailed in Serial No. 3 of the Annexure 1 hereto (the "Borrower(s)", which term shall, unless repugnant to the context be deemed to include the person(s) as mentioned in the Specific Agreement as detailed in Serial No.11 of the Annexure 1 hereto read with Master Terms and Conditions.

AND

The Security Provider(s) as detailed in Serial No. 4 of the Annexure 1 hereto (the "Security Provider(s)", which term shall, unless repugnant to the context be deemed to include the person(s) as mentioned in the T&Cs).

## IN FAVOUR OF

**TATA CAPITAL FINANCIAL SERVICES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, CIN U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and its branch office at Plot Number 3 to 6, Auto Plaza, Road Number 03, Banjara Hills, Hyderabad, 500034 (hereinafter referred to as the "Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

## WHEREAS:

- The Borrower(s) has/have approached the Lender with a request to grant the Facility as set out in Serial No. 5 of Annexure 1 hereto, to the Borrower(s) and the Lender has agreed to lend to the Borrower(s) the Facility on certain terms and conditions contained in the Facility Documents.
- In consideration of granting the Facility to the Borrower(s), one of the conditions is that the Facility shall be secured, *inter alia*, by way of hypothecation of movable assets in favour of the Lender over the Secured Assets of the Security Provider(s) as more particularly set out in Serial No. 6 of Annexure 1 hereto, both present and future, as per the ranking as more particularly set out in Serial No. 7 of Annexure 1 hereto.
- Pursuant to the Specific Agreement as detailed in Serial No.11 of the Annexure 1 hereto read with T&Cs and other Facility Documents, it has been agreed that the Security Provider(s) shall create Security in favour of the Lender to secure the Obligations.
- Accordingly, the Lender has called upon the Security Provider(s) to execute these presents, which the Security Provider(s) has/have agreed to do in the manner hereinafter expressed.

## NOW, THIS DEED WITNESSETH AS FOLLOWS:

### 1. Definitions & Interpretation

- The capitalised terms wherever used in this Deed, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs and other Facility Documents.
- The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Deed.

### 2. Covenant to Repay

In pursuance of the Facility Documents and in consideration of the Lender having extended or agreed to extend the Facility to the Borrower(s), for the Purpose as stated in the Facility Documents, the Security Provider(s) do/does hereby covenant with the Lender that he/she/it shall pay/repay the Facility to the Lender and shall pay all the Outstandings in relation to the Facility including all other monies and other amounts due and payable to

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the Lender under the Facility Documents as stipulated and in the manner set out therein and duly observe and perform all the terms and conditions of the Facility Documents.

**3. Charge**

- (a) In pursuance of the Facility Documents for the consideration aforesaid, the Security Provider(s) as the legal and/or beneficial owner of the Secured Assets do hereby hypothecate Secured Assets as more particularly set out in Serial No. 6 of Annexure 1 hereto having the ranking as set out in Serial No. 7 of Annexure 1 hereto in favour of the Lender on the terms and conditions as more particularly provided in the Facility Documents and in the form and manner acceptable to the satisfaction of the Lender, for securing the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of these Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Borrower(s)/Security Provider(s) to the Lender in whatsoever capacity.
- (b) This Deed and the Security created hereunder, is and shall be a continuing security and shall remain in full force and effect until the all the Outstandings are repaid in relation to the Facility and including all other monies and other amounts due and payable to the Lender under the Facility Documents.

**4. Insurance**

The Borrower(s)/Security Provider(s) hereby undertake and agree to comply and abide by the terms of the insurance as more particularly provided in the schedule to the T&Cs.

**5. Enforcement of Security**

Upon occurrence of an Event of Default, the Lender may, without prejudice to its other rights contained in the Facility Documents enforce the Security, under the Applicable Law, and shall be entitled to have a receiver or receivers appointed for the Secured Assets or any part thereof (hereinafter the "**Receiver**", and for clarity, the Lender may constitute itself as the Receiver) and exercise all powers and authorities vested in the Lender as contained in the Facility Documents, under law or as the Lender may deem expedient.

**6. Other Conditions**

- (a) That the Security created herein shall be governed by the terms and conditions of this Deed read together with the T&Cs and other Facility Documents.
- (b) The Security Provider(s) shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Deed as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Deed and the T&Cs, the terms of this Deed shall prevail.
- (c) Nothing contained herein shall limit the rights of the Lender to enforce this Deed independently and in exclusivity to any other Facility Documents.
- (d) Each of the Parties hereby agrees that the terms and conditions as mentioned in the Facility Documents shall stand amended only to the extent as mentioned in Serial No. 8 of the Annexure 1 hereto.

**7. Arbitration**

If any dispute, difference or claim arises between any of the Borrower(s)/Security Provider(s) and the Lender in connection with the Facility and/or the Facility Documents, the same shall be settled by arbitration to be held the place as mentioned at Serial No. 9 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996 and in the manner as set out in the T&Cs.

**8. Jurisdiction**

This Deed and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India. The Parties hereto agree that all disputes arising out of and/or in relation to this Deed, the Facility and/or the Facility Documents, shall be in the manner as detailed more particularly in the

T&Cs and shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 10 of Annexure 1 hereto.

**9. Miscellaneous Terms**

- (a) The contents of this Deed and the T&Cs were read out, explained and interpreted to the Borrower(s)/Security Provider(s) in their respective vernacular language and thereafter the Annexure 1 to this Deed were duly filled in and understood by the Borrower(s)/Security Provider(s) and the signatures of the Borrower(s)/Security Provider(s) were taken on this Deed.
- (b) This Deed may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Deed.

**In witness whereof the parties hereto HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN**

|                                                                                                                                                                                          |                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Acknowledged and accepted by the within named <b>Lender Tata Capital Financial Services Limited</b> by the hands of its Authorized Signatory/ Constituted Attorney Mr. Rajeev Jha        | For <b>Tata Capital Financial Services Limited</b><br>Authorised Signatory / ies                                                                                  |
| Signed and delivered by the within named <b>BORROWER - 1<sup>1</sup> (Modi Properties Private Limited)</b> for self or through hands of its Authorised Signatory/s Mr. Soham Satish Modi | <b>BORROWER SIGNATURE</b><br><br><b>SOHAM<br/>SATISH<br/>MODI</b><br><br>Digitally signed<br>by SOHAM<br>SATISH MODI<br>Date: 2022.10.29<br>14:59:03 +05'30'      |
| Signed and delivered by the within named <b>CO-BORROWER – 1<sup>2</sup></b> for self or through hands of authorized signatory/s Mr. Soham Satish Modi                                    | <b>CO-BORROWER/S SIGNATURE</b><br><br><b>SOHAM<br/>SATISH<br/>MODI</b><br><br>Digitally signed<br>by SOHAM<br>SATISH MODI<br>Date: 2022.10.29<br>14:59:15 +05'30' |

<sup>1</sup> Retain as applicable.

<sup>2</sup>

Signed and delivered by the within named **CO-BORROWER - 2** for self or through hands of authorized signatory/s Mrs. Tejal Soham Modi

**CO-BORROWER/S SIGNATURE**

**Tejal  
Modi**

Digitally signed  
by Tejal Modi  
Date:  
2022.10.29  
14:59:40 +05'30'

Signed and delivered by the within named **SECURITY PROVIDER - 1<sup>3</sup> (Modi Properties Private Limited)** for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi

**SECURITY PROVIDER SIGNATURE**

**SOHAM  
SATISH  
MODI**

Digitally signed  
by SOHAM  
SATISH MODI  
Date:  
2022.10.29  
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**Annexure 1**

|    |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) | <b>Place of Execution</b>                  | Hyderabad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2) | <b>Date of Execution</b>                   | 29 <sup>th</sup> October 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3) | <b>Details of the Borrower(s)</b>          | <p>a) Name: Mr. Soham Satish Modi<br/> b) Constitution: Individual<br/> c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034<br/> d) E-mail</p>                                                                                                                                                                                                                                                                                                         |
|    | <b>Details of the Co-Borrower(s)</b>       | <p>a) Name: Modi Properties Private Limited<br/> b) Constitution: Private Limited Company<br/> c) Address: 5-4-187/3&amp;4, Soham Mansion, 2<sup>nd</sup> Floor, M.G. Road, Secunderabad, Telangana, 500003<br/> d) E-mail</p> <p>a) Name: Mrs. Tejal Soham Modi<br/> b) Constitution: Individual<br/> c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034<br/> d) E-mail</p>                                                                          |
| 4) | <b>Details of the Security Provider(s)</b> | <p>a) Name: Mr. Soham Satish Modi<br/> b) Constitution: Individual<br/> c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034<br/> d) E-mail</p> <p>a) Name: Modi Properties Private Limited<br/> b) Constitution: Private Limited Company<br/> c) Address: 5-4-187/3&amp;4, Soham Mansion, 2<sup>nd</sup> Floor, M.G. Road, Secunderabad, Telangana, 500003<br/> d) E-mail</p>                                                                          |
| 5) | <b>Facility &amp; Amount</b>               | <p>Facility Corporate Loan Overdraft Facility<br/> Amount- Rs.10,00,00,000.00/-<br/> (Rupees: Ten Crores Only)</p> <p>Total Aggregating to Amount- Rs.10,00,00,000.00/-<br/> (Rupees: Ten Crores Only)</p>                                                                                                                                                                                                                                                                                                                     |
| 6) | <b>Secured Assets</b>                      | <p><b>Primary: -</b><br/> Exclusive Charge on Current Asset of Modi Properties Pvt Ltd. (Both present &amp; future)</p> <p><b>Collateral: -</b><br/> Mortgage of property situated at Plot Number 280, Jubilee Hills Co-Operative House Building Society, Sy No Old 403/1, New Sy no 120, of Shaikpet village, Sy no. 102/1 of Hakkampet Village, Golconda Taluk, Hyderabad 500033 (Land: 575 Sq. yds, Building: 4500 Sq. ft), having clear &amp; marketable title in the name of Mr. Soham Modi. With minimum LTV of 70%.</p> |

|     |                                                                           |                                                                                                                        |
|-----|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 7)  | <b>Ranking of the charge created</b>                                      | [first exclusive charge]                                                                                               |
| 8)  | <b>Deviation to the T&amp;Cs</b>                                          | As per Sanction Letter and as may be modified from time to time                                                        |
| 9)  | <b>Arbitration</b>                                                        | [Chennai]                                                                                                              |
| 10) | <b>Jurisdiction</b>                                                       | [Chennai]                                                                                                              |
| 11  | <b>Date of Specific Agreement, as applicable read with Master T&amp;C</b> | 1. Specific Agreement for Corporate Loan Overdraft Facility (name of the facility) dated 28 <sup>th</sup> October 2022 |