Phone No:
Sold To/Issued To:
Soham Satish Modi
For Whom/ID Proof:
Self

भारत INDIA
INDIA NON JUDICIAL
SMT. D. PADMALATHA
SVL NO: 16-02-34/2011
H.NO.2-2-1164/26
TILAK NAGAR, NALLAKUNTA
HYDERABAD-500044
TELANGANA
తెలంగాణ
सत्यमेव जयते
भारतीय गैर न्यायिक

OCT-28-2022 21:03:46

₹ 0000100/-

ZERO ZERO ZERO ZERO ONE ZERO ZERO

Agreement
38156091666991026545-00026939
3815609 19/2013

PR 2

Deed of Hypothecation of Lease Rentals/ Receivables

THIS Deed made at and on the day, month and year as specified in the Schedule to this Deed by BORROWER, specified in the Schedule, which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and shall include its respective heirs, executors, administrators and assigns, surviving partners, successors, Co-parceners, members, all trustees, as the case may be, in favour of AXIS BANK LTD., a Banking company incorporated under the Companies Act, 1956 and carrying on the Banking business under the Banking Regulation Act, 1949 and having its registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and branch office specified in the Schedule hereinafter called the " Bank" which term unless the context otherwise requires includes its successors and assigns from time to time.

WHEREAS

1) The Bank at the request of the Borrower is agreeable to grant such Loan under its "Lease Rental Discounting" Scheme upto the limit(s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the "said loan", vide sanction letter and Loan Agreement , details of which are specified in the Schedule.

2) The Borrower has been granted the said Loan, inter alia, against the security of the lease rent receivables arising out of the property leased/given on leave and licence/on tenancy or sub leased out to such lessee/Licensee/tenant ["Lessee(s)"] on Lease/Leave and Licence /Tenancy or Sub Lease basis ("Lease") by means of Lease Deed/Leave and Licence Agreement/Tenancy Agreement ("Agreement"), the details of which are more particularly specified in the Schedule. It is hereby agreed between the Borrower and the Bank that the Schedule, giving details of the lease rent receivables, may be amended, revised, substituted by way of written communication between the Borrower and the Bank from time to time. Such and any other correspondences between the Borrower and the Bank amending / revising the details of lease rent receivables shall be deemed to be an integral part of this Deed and shall always be read in conjunction thereof and shall automatically deemed to have been charged and hypothecated to the Bank under this Deed.

3) The Borrower has represented that he has an absolute right, title and ownership over the premises more particularly described in the schedule I annexed hereto (hereinafter referred to as "Premises/Property").

4) The Borrower has vide its Agreement given on lease the said Premises to the Lessee for such period as specified therein. In terms of the said Agreement, Borrower shall receive such monthly compensation as specified in the agreement and payable by the lessee as receivables in respect of the said Premises occupied by the Lessee. (The details of the rent/Receivabes/ Fees/Compensation and the Lessee are separately annexed to this agreement as Annexure.

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5) The Borrower further states and confirms of getting / receiving such Lease Receivables on a monthly basis from the Lessee with respect to the said Premises. The Borrower has agreed that the Borrower shall hypothecate the said Receivables to the Bank as security for repayment of the said Loan availed/ to be availed by the Borrower.

6) By and under the arrangement as specified in the Schedule hereto, the Borrower has agreed to hypothecate to the Bank, the said lease rentals due under the Agreement(s) executed by the Lessee at or for the total consideration of Rs. ______________/- (Rupees ____________ Lacs only) plus interest and other monies due as Payable under the said Credit Facilities and on the terms and conditions therein contained. and the Borrower agrees to obtain letter of acceptance, if required from the tenants, from time to time.

7) The Bank has agreed to grant / granted the said Loan on the condition that the Borrowers should agree to secure the repayment of the said Loan and all interest, cost, charges, expenses and other moneys inter alia, in the manner hereinafter appearing.

In consideration of the above the Borrower hereby HYPOTHECATES to the Bank, all outstandings monies receivable, claims which are now due and owing or which may at any time hereafter during the continuance of this security and/-or the the said Loan become due and owing to the Borrower from the present and future tenants, being the said receivables (all of which herein after collectively referred to as **"hypothecated receivables") TO SECURE AS A CONTINUING SECURITY** the due repayment by the Borrower to the Bank at any time on demand of :

All the monies now or at any time and from time to time hereafter due /may become due and owing by the Borrower to the Bank in respect of and under the above said loan and interest and commission thereon and all legal and other costs, charges, payments, re-imbursements and expenses relating thereto and payable hereunder and incidental to this security or for enforcement thereof (hereinafter collectively referred to as " Dues".).

AND FURTHER IN CONSIDERATION AS AFORESAID :

The Borrower hereby agree, undertake and confirm to the Bank as follows:

1. That the said dues shall be payable by the Borrower to the Bank on demand. The Bank shall be entitled to demand payment of all or any of the said dues at any time from the Borrower.

2. So long as any monies are outstanding in any of the said Loan account/ or any other control account so designated as the Loan account by the Bank, the Borrower shall pay to the Bank interest at the rate as agreed to by the Borrower in terms of the sanction letter and its subsequent modification or amendments there of from time to time if any and in terms of the Loan Agreement or as may be communicated by the Bank to the Borrower from time to time with daily/monthly/quarterly rests on daily debit balances and this document shall be construed as if such revised rate of interest was mentioned herein and thereby secured.

3. In default of payment of interest as stated above the same shall be capitalized and added to the principal amount and shall be treated as an advance to the Borrower secured by the hypothecation hereby created and the bank will be entitled to charge interest at the aforesaid rate, on the amount of the debit balance inclusive of the interest not paid by the Borrower and hence capitalized as aforesaid, in addition to charging penal interest as per the sanction/ scheme of the Bank, from time to time stipulated, from the date of default to the date of actual payment.

4. The Bank shall have an absolute discretion for granting or continuance of the said Loan and determining the amounts to be advanced and/or allowed to be outstanding from time to time within the limit and in the account/s to be opened by the Bank in respect of the said Loan and be at liberty to close the account/s and refuse to allow further drawing or advances thereon at any time without any previous notice to the Borrower.

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5. All monies advanced by the Bank on the security hereof shall be employed solely in and for the purpose of the Borrowers business.

6. Subject to the provisions following regarding the powers conferred by the security on the Bank, the Borrower shall not directly recover all or any of the said hypothecated receivables hereby hypothecated in case the Borrower receives the hypothecated receivables, till such time it is paid to the Bank the same shall be held by the Borrower in trust and on behalf of the Bank and the Borrower shall pay the same forthwith to the Bank to be applied in reduction of the Borrower's indebtedness to the Bank in respect of the said loan. The Borrower shall not recover any of the said hypothecated receivables upon being prohibited in writing by the Bank from doing so.

7. The Borrower shall regulate its drawing out of and the payment into the said account/s in such a manner that the amounts due from time to time for the principal on the said account/s shall be kept as nearly as practicable within the limit of of the said loan.

8. The Borrower shall at all times during the continuance of this security maintain the said hypothecated receivables of a sufficient amount (as estimated by the Bank) so as to provide the margin of security as may from time to time be advised to the Borrower by the Bank and shall forthwith hypothecate to the Bank such further hypothecated receivables and assets approved by the Bank and of sufficient value to make up the deficiency or shall reduce the amount for the time being due to the Bank by the Cash Payment so as to maintain the said margin.

9. The Borrower shall furnish to the Bank whenever required by the Bank full and correct particulars/ statements of all the said hypothecated receivables and shall allow the Bank or its authorised agents to take inspection of all the Books of Accounts and will produce such evidence as the Bank may require as to the value thereof. It shall be lawful for the Bank at any time and from time to time during the continuance of the security to appoint and employ at the Borrower's expense in all respects and for such period as the Bank shall think fit a person or persons or a Firm or a Company to inspect the value of all or any of the said hypothecated receivables on behalf of the Bank and shall pay to the Bank on demand all the expenses fees in respect thereof or incidental thereto (the Bank's statement being conclusive). In default, the Bank may be at liberty to debit the amount thereof to the Borrower's said accounts in the Bank's books and the same shall be treated as advance until payment thereof.

10. If the Borrower fails to pay on demand any monies which ought to be paid by the Borrower hereunder or shall commit any breach of any agreement on their part herein contained or if any circumstances shall occur which in the sole judgment of the Bank is prejudicial to or imperils or is likely to prejudice or imperil this security or if any distress or execution is levied or enforced against any of their property or assets whatsoever or if any person firm or company shall take steps towards applying for or obtaining an order for the appointment of a Receiver of any of their property or assets whatsoever or if such Receiver is appointed or if, the Borrower being a company, an order is made or a resolution is passed for the winding up of our company or a petition for such winding up is filed or notice of a meeting to pass such resolution is issued or if the Borrower shall cease or threaten to cease to carry on business or conduct the business to the satisfaction of the Bank; then in any such case the Bank shall have a right to forthwith or at any time thereafter and without any notice enter into or upon any place or premises where or wherein any of the records pertaining to the said hypothecated receivables may be kept or stored (and for the purpose of such entry to do all acts deeds or things deemed necessary by the Bank) and inspect, value, and /or take charge of and /or to recover, receive, appoint receiver of all or any of the said hypothecated receivables in such manner as the Bank shall think fit and to apply the net proceeds thereof in and towards the payment of all the said dues hereby secured in such manner and in such proportion as the Bank may agree. The Bank may enforce, realise, settle, compromise and deal with any rights aforesaid(but not bound to exercise any of these powers) without being liable for any damage or losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise. If, however, the net

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sale proceeds of the said debt are insufficient to cover the balance due to the Bank then the Borrower shall forthwith pay to the Bank the deficiency on demand. In the exercise of the power of sale and disposal given hereunder the Bank shall be at liberty from time to time or at any time at the Bank's entire discretion but at the risk and on account of the Borrower to enter into all such hedge forward and other contracts in India or elsewhere of the protection for the protection of its interest as the Bank shall think fit and the Borrower shall pay to the Bank forthwith on demand any monies which may become payable under or by virtue of such hedge forward or other contracts.The Borrower shall accept the Bank's accounts as sufficient evidence of the amount received or realisation or receipts and of the amount of costs, charges and expenses thereof and to pay any shortfall or deficiency thereby shown. The Borrower shall transfer and deliver to the Bank relative contracts, securities, bazar chits, bills, notes, hundies and all other documents sign/furnish all such deeds, documents, papers and furnish such other information and do all such acts, deeds and things as may be required by the Bank in connection with the above.

11. The Borrower shall pay any shortfall or deficiency if the net sum realised shall be insufficient to pay the said dues hereby secured and the Bank shall be at liberty to apply any other monies in the hands of the Bank standing to their credit or belonging to the Borrower in or towards the payment of the balances, provided that nothing herein contained shall in any manner prejudice or affect the remedy of the Bank against the Borrower personally.

12. If there shall be a surplus available in the hands of the Bank after payment of the said dues hereby secured, such surplus shall be applied by the Bank in payment or liquidation of all and any other monies which shall be or may become due from the Borrower to the Bank whether solely or jointly with any other person or persons or company.

13. The Borrower shall not have any claim whatsoever against the Bank in relation to any act or thing done, omitted, permitted or suffered by the Bank in exercising its rights/powers hereunder and such exercise shall be without prejudice to the Bank's other rights and remedies in law and notwithstanding that there may be any pending suit or proceedings related the said hypothecated receivables.

14. The Borrower hereby declares and guarantee that all the said hypothecated receivables present and future whether now hypothecated or which may be hypothecated in future are and shall be their absolute and unencumbered property with full power of realisation over all such hypothecated receivables.

15. Pending seizure by the Bank of the said hypothecated receivables and any documents, any realisation of the said hypothecated receivables received by the Borrower, shall be held as the Bank's exclusive property specifically appropriated to this security.

16. The Borrower agrees to accept as conclusive proof the correctness of any claims to be due from the Borrower to the Bank as per statement of account made out from the books of the Bank by the duly authorised officer of the Bank without the production of any other voucher, document or paper and the Borrower also agrees to repay the amount accrued but not actually debited to the account/s.

17. The Bank shall have all powers incidental to and necessary for the realisation of this security and the Borrower hereby irrevocably appoint the Bank at their risk and expenses as Attorney for and in their name or otherwise to do all such acts, deeds and things as may be necessary in connection with the same and shall, without prejudice to aforesaid powers conferred on the Bank, execute (if necessary) a power of attorney in favour of the Bank for the same and shall also execute such further documents and provide and furnish all information, reports, returns, certificates and statements as may be required by the Bank from time to time in connection with this security.

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DIRECTOR

18. The Borrower hereby agree as a pre-condition of the said Loan granted to the Borrower by the Bank that in case the Borrower commits default in the repayment of the said Loan or in the repayment of interest thereon or any of the agreed installment of the said Loan or any other amount due under the said loan, on due date/s, the Bank or Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

19. Nothing herein contained shall operate so as to merge or otherwise prejudice, affect or exclude any other security, guarantee or lien whether of or against the Borrower or of third parties which the Bank may for the time being hold or would have held but for this security or any of the Bank's right or remedies in respect of any such present or future security guarantee, obligation or decree for my/our indebtedness or liability to the Bank.

20. The Borrower shall not receive, compound or realise any of the said hypothecated receivables nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the prior written consent of the Bank and will keep proper records/books of account and will at any time when required produce such records/books for inspection / audit of the Bank and allow the Bank through its Employees, Agents to have access thereto for inspection / audit and to make copies of or extracts therefrom.

21. This security shall be and remain as a continuing security for all their indebtedness and liabilities either alone or jointly with any other person/s on any account whatsoever and for the ultimate balance due to the Bank and will not be affected by any fluctuations in the said account or by the account being brought to credit at any time.

22. The Borrower confirms unconditionally and irrevocably that the Borrower shall have no objection in case the Bank decides to assign/sell a part of or the entire loan/alongwith securities of the said goods / hypothecated receivables to another bank / instituition / limited company / Government body or deptt. (assignee / buyer). In such case The Borrower shall become the primary Borrower of such assignee / buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.

23. If and whenever this security held by the Bank for their liability to the Bank for any third party's obligation to the Bank then the Bank without prejudice to its rights hereunder, shall be free without reference to the Borrower to deal with the Principal debtor and with any securities, obligations or decrees and generally to act as if the Borrower was/were primarily liable.

24. For the purpose of enabling the Bank to enforce the aforesaid charge and the rights hereby conferred on the Bank, the Borrower hereby irrevocably appoints the Bank and its officers as the Attorney or Attorneys of the Borrower in its name or otherwise.

(a) To demand, sue for, recover and receive and give effectual receipts and discharges for the said hypothecated receivables hereby charged and also to refer to arbitration any difference or dispute raised by any debtor of the Borrower in respect of the said hypothecated receivables or other claims of the Borrower against such debtor.

(b) To sign execute deliver for and on behalf of the Borrower any and all such documents of First legal charge as the case may be, required by the Bank on its moveable and immoveable assets, both present and future which the Borrower may have failed or refused to execute.

25. Without prejudice to the terms contained hereinabove, it shall be lawful for the Bank to debit the Loan account, Borrower's current account or any other account with the Bank, with the expenses incurred by the Bank towards inspection or valuation of the said hypothecated receivables or legal expenses or any other reasonable expenses incurred by the Bank for preservation and protection of the said goods or in pursuance of this Agreement.

For SDNMKJ REALTY PVT LTD

DIRECTOR

26. (* Applicable for Partnership firms only) No change whatsoever in the constitution the Borrower being a partnership firm during the continuance of this Agreement shall impair or discharge our liability hereunder.

27. Any demand or notice to be made or given the Borrower shall be deemed to have been duly made or given by leaving the same at or posting the same by registered post / courier at Borrower's address mentioned in the Schedule and in the case of the Bank at the office where the said loan granted to the Borrower is maintained by the Bank and every such demand or notice shall be deemed to be received by either party as the case may be at the time at which it is left or on the expiry of the 4th day after date of posting in case of Regd.A.D. post./ Courier

28. The Borrower shall pay on demand to the Bank all costs, charges, expenses legal or otherwise in connection with creation, preservation, defence and/or realisation of this security and recoveries of monies hereunder.

29. The Borrower represents and warrants as under that the Borrower is entitled to hypothecate the said receivables that the Tenants shall be entitled to hold and occupy the said premises, till such time the entire Term Loan together with interest and other monies of any value as is due to the Bank will be paid in full to the Bank.

For SDNMKJ REALTY PVT LTD

DIRECTOR

1. SDNMKJ REALTY PVT Ltd.
(Borrower'sName) Signature

2. SHARADKUMAR JAYANTHILAL KADAKIA.
(Borrower's Name) Signature

3. SOHAM SATISH MODI
(Borrower's Name) Signature

SCHEDULE

A) **Place and Date of execution** Date :

Place :

B) Borrower's name SDNMKJ REALITY PVT. Ltd.

C) Borrower's Address 5-2-223, GOKUL DISTILLERY, SECUNDERABAD - 500 003.

D) AXIS Bank Branch/ ASC Address handling the loan account

E) Amount (In Lacs Rupees) : Granted : ____________________

F) Sanction letter no. and date ____________________

G) Lease/Tenancy/Leave and License Agreements and details of Tenants :

Agreement	Dated	Tenant	Property details

☐ H) 1) Tripartite Agreement(s) dated __________ between Borrower as Landlord, tenants and Bank : ____________________ ////or////

☐ H) 2) Letter of Demand by Borrower as Landlord and acceptance by theTenant

(* Tick the relevant Box)

For SDNMKJ REALTY PVT LTD

DIRECTOR

Annexure 1
(Attach details of rent receivables etc.)

Tenant's name	Tenure	Property/Unit Description	Amount of rentals	Periodicity of payment of rentals	Any other remark

For SDNMKJ REALTY PVT LTD

Borrower Name | Signature

1st Borrower SDNMKJ REALTY PVT LTD.

DIRECTOR

2nd Borrower SHARAD KUMAR JAYANTHILAL KADAKIA.

3rd Borrower SOHAM SATISH MODI