

Phone No:
Sold To/Issued To:
Modi Properties Pvt
For Whom/ID Proof:
Self



APR-24-2023 16:57:09
₹ 0000200/-
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Power of Attorney
38153591882356429340-00004508
3815359 39/2022

IRREVOCABLE POWER OF ATTORNEY

This **IRREVOCABLE POWER OF ATTORNEY** ("Irrevocable POA") is executed on this the ____ day of April, 2023 by **MODI PROPERTIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, with the corporate identification number, U65993TG1994PTC017795, and having its registered office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad – 500003 (hereinafter referred to as the "**Pledgor**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, and permitted assigns);

WHEREAS:

By a share pledge agreement of even date (as amended, supplemented, restated, or novated from time to time, the "**Share Pledge Agreement**") dated April __, 2023, between the Pledgor, the Company, Debenture Trustee (*as defined below*), and the Subscriber, the Pledgor has agreed to create a pledge over its respective portion of the Collateral in favour of the Debenture Trustee, as security for the OCDs.

In accordance with the Share Pledge Agreement, the Pledgor has undertaken and agreed to irrevocably grant the Debenture Trustee the authority to accomplish the purposes of the Share Pledge Agreement with full authority in accordance with the terms of the Share Pledge Agreement.

In pursuance of the above, the Pledgor grants the Debenture Trustee authority to carry out certain acts as are the rights of the Debenture Trustee under the Share Pledge Agreement pursuant to this Irrevocable POA.

NOW THIS IRREVOCABLE POA COUPLED WITH INTEREST WITNESSETH AS FOLLOWS:

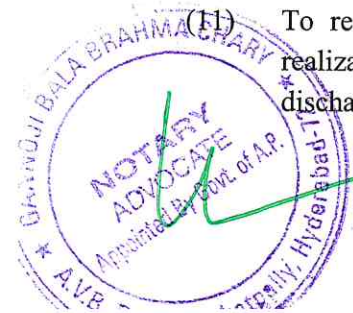
The Pledgor hereby nominates, constitutes, and appoints **AXIS TRUSTEE SERVICES LIMITED**, a company incorporated under the Companies Act, 1956, with the corporate identification number U74999MH2008PLC182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400025 and corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai- 400028 ("**Debenture Trustee**") to be its true, lawful, and duly constituted attorney (the "**Attorney**") in its name and on its behalf and at its cost and risk from time to time, subject to Applicable Law, to do or cause to be done the following acts, deeds, matters or things as provided for in the Share Pledge Agreement and subject to the limitations and restrictions contained therein:

- (1) To take any action and execute any instrument that the Attorney may deem desirable or necessary to accomplish the purposes of the Share Pledge Agreement.
- (2) To sell or dispose of all or any of the Pledged Shares and to receive the proceeds in respect thereof upon enforcement of the Pledge, both of the above in accordance with the Transaction



Documents and to give proper discharge receipt for moneys received on sale of any of the Pledged Shares in accordance with the Transaction Documents.

- (3) To receive notices of, any annual or extra-ordinary general meeting of members or class of members of the Company.
- (4) To receive notices of, participate in, vote at and appoint proxies for and/or representatives to attend any annual or extra-ordinary general meeting of members or class of members of the Company and to exercise all the rights which the Pledgor may have or be entitled to exercise in respect of the Collateral and the presence of Pledgor at any such meetings shall not supersede the right of the Debenture Trustee to vote thereat and to ensure that the votes in relation to the Pledged Shares are exercised by virtue of this Irrevocable POA and generally to act as the attorney of the Pledgor or representative or proxy in respect of the Pledged Shares, in each case.
- (5) To appoint any proxy to represent the Pledgor at all or any meetings of the Company upon enforcement of the Pledge pursuant to the provisions of the Share Pledge Agreement, with full authority to vote at such meetings in such manner as such Attorney may deem fit subject to provisions of the Share Pledge Agreement.
- (6) In respect of any issue of further capital, rights, Equity Shares, preference shares or bonus shares of the Company in respect of any of the Pledged Shares, or any acquisition of any further Pledged Shares by the Pledgor, to and/or in the name of the Pledgor, execute all forms, documents and papers which may, in the opinion of the Attorney, be desirable or necessary so as to enable such Attorney to create a pledge and/or other security interest in favour of the Debenture Trustee (for the benefit of the Subscriber), in respect of such fresh issue of Equity Shares, preference shares and/or further Pledged Shares acquired in accordance with the Share Pledge Agreement and to keep the related documents with itself, in performance of all obligations of the Pledgor under the Share Pledge Agreement.
- (7) Subject to the terms of the Share Pledge Agreement, to appoint or engage any brokers for effecting any transfer, sale or disposition, realization, or encashment, as the case may be of all or any of the Collateral.
- (8) If the Debenture Trustee shall so decide, deposit monies which have been received by the Debenture Trustee in relation to the sale, transfer, disposal of any of the Collateral.
- (9) To appoint solicitors, legal advisers, accountants, and other professional qualified person(s) to assist the Debenture Trustee to carry out the purposes set out herein at the expense of the Pledgor.
- (10) To give notices to the Company.
- (11) To receive all consideration consequent on any sale, exchange, transfer or disposition, realization, or encashment of the Collateral and to give proper receipts and valid and effectual discharges for the same.



- (12) To represent and warrant that the Collateral, held by the Debenture Trustee under the Share Pledge Agreement, is free from any Encumbrances, other than those created under the Share Pledge Agreement and all other rights including rights of first refusal, pre-emption rights and can be transferred pursuant to these presents on this basis and this representation and warranty, shall continue until the Debenture Trustee have fully and finally discharged the Pledgor in writing.
- (13) To give instructions to, correspond with and represent the Pledgor before any depository, the Pledgor's Depository Participant ("**Pledgor DP**") or any other depository participant, issuer of the Pledged Shares, its registrar and transfer agent, and any other person for all or any of the matters herein including, for the creation, confirmation, or enforcement of the Pledge or otherwise in relation to the relevant Pledged Shares in accordance with the terms of the Share Pledge Agreement.
- (14) To comply with the provisions of the Companies Act, 2013 or any rules, regulations, statutory re-enactment, or modification thereof for the time being in force, or of any other statute, legislation or enactment or any rule or regulation and to sign, execute and implement all or any authorisations, proxy forms or such deeds, documents, forms, declarations, or other papers that may be required.
- (15) To demand and apply for and receive dividend, interest, warrants, distribution, bonus or right issues and all accretions which may be offered or allotted in respect of the Pledged Shares and do all such acts, things and deeds as may be necessary for that purpose (including, providing valid and effectual discharge for or in relation to the such receipt of dividend, interest, warrants, distribution, bonus or right issue shares, provided that Pledgor shall reimburse to the Debenture Trustee all the costs, charges or expenses incurred by the Debenture Trustee for the same).
- (16) To endorse or negotiate all interest/dividend warrants or other instruments from time to time received in respect or otherwise relating to the Collateral.
- (17) To execute, enter into, sign, seal, make, endorse, discharge, and deliver such transfer forms, contracts, agreements, certificates, undertakings, declarations, acknowledgements and other instruments, deeds, and writings in respect of the Collateral and to do all such acts, deeds, matters and things which the Debenture Trustee shall in its absolute discretion deem fit and proper for all or any of the purposes set out herein, in terms of the Share Pledge Agreement.
- (18) For the purposes set out herein and in the Share Pledge Agreement, to deal and correspond with and represent the Pledgor before any Governmental Authority, if necessary and to obtain any consents, Approvals, or permission, if so required and for that purpose to sign all applications, papers, forms, documents, declarations, undertakings (not being an undertaking for the payment of any money) as may be required by any of the Governmental Authorities.

(19) To mark or cause to be marked a pledge on all or any of the Pledged Shares in favour of the Debenture Trustee.

(20) To remove or vacate or cause to be removed or vacated any pledge marked on all or any of the



Pledged Shares.

- (21) For all or any of the purposes herein to do all such acts and execute and deliver all such writings as may be required for the creation, preservation and protection of the security interest including the execution and delivery of share transfer forms prescribed required by the Debenture Trustee (but shall exclude transfer forms until the occurrence of an Event of Default).
- (22) To transfer all or any of the Pledged Shares to the name(s) of the Subscriber any other entity(ies) and / or its nominee(s) and / or to transfer, sell, exchange, or otherwise dispose of or deal with the Pledged Shares or any of them in the name of the Subscriber to such other entity(s) and / or its nominee(s) in such manner and on such terms and conditions and for such consideration in accordance with the terms of the Share Pledge Agreement and other Transaction Documents.
- (23) To make such declaration(s) in respect of the Collateral as may be, in the opinion the Attorney, desirable, required, or necessary in Applicable Law or otherwise.
- (24) To make and submit any and all applications whenever required, to any Governmental Authority, to obtain their approval for: (a) the pledge of subsequently acquired equity shares or preference shares; and / or (b) the Transfer of the Pledged Shares in the names of the Attorney or any other person.
- (25) To do any act, deed, or thing to perfect and maintain the Pledge created under the Share Pledge Agreement including the first priority nature thereof.
- (26) To delegate such powers to any other person or to do all such acts in connection with the Share Pledge Agreement.

AND GENERALLY, to do all acts and deeds in relation to or ancillary to or connected to these premises of the Share Pledge Agreement as fully and effectually in all respects as, Pledgor would do if personally present.

AND the Pledgor does hereby declare that this Irrevocable POA is, and shall be, irrevocable. Any certificate by the Debenture Trustee that this Irrevocable POA has not been revoked may be relied upon by any person as conclusive and shall be binding on the Pledgor.

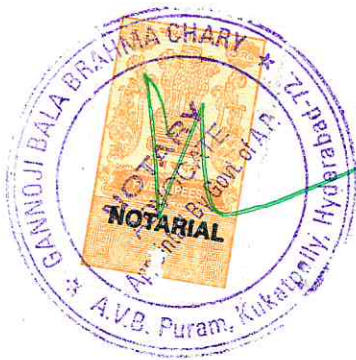
Unless otherwise defined, capitalised terms in this Irrevocable POA shall have the meanings given to them in the Share Pledge Agreement.



S. Sandeep

Designation: Managing Director

NOTARY PUBLIC



ATTESTED
GANOJI BALA BRAHMA CHARI
B.Com., LLB
ADVOCATE NOTARY
Appointed By Govt. of A.P.
H.No: 5-5-35/332/213, A.V.B. Puram
Kukatpally, Hyderabad-500 072
Cell No: 9391163592