

DATED 30, December 2020

DEED OF HYPOTHECATION

BY

MODI REALTY GENOME VALLEY LLP
As the Security Provider

IN FAVOUR OF

Bajaj Housing Finance Limited
As the Secured Party

V. ADARSH KUMAR
S.V.L.NO.11/2010
RL.NO.1-2-137 TO 154
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S.D. ROAD
SECUNDERABAD, TELANGANA
LICENSE NO. 11V2012



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THIS DEED OF HYPOTHECATION (the "Deed") is made at Hyderabad on this 30 day of December 2020 by:

1. **The Person** mentioned in Schedule 1 hereof (hereinafter referred to as the "**Security Provider**" or "**Borrower**" which expression shall unless the context otherwise requires include its successors and assignees),

IN FAVOUR OF:

2. **Bajaj Housing Finance Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and a Company as envisaged under the Companies Act, 2013 having its Registered Office at Mumbai-Pune Road, Akurdi, Pune -411035, (hereinafter referred to as the "**Secured Party**" or "**Lender**" which expression shall unless the context otherwise requires include its executors, successors and assignees).
The Persons referred to above are hereinafter collectively referred to as "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

- (A) Pursuant to a facility letter dated on or about the date of this Deed entered into amongst inter alia the Borrower (as defined in Schedule 1) and the Lender (as defined in Schedule 1) (the "Facility Letter"), the Borrower has availed of a financial facility of **Rs. 5,00,00,000 (Rupees Five Crores Only)** against project "**Bloomdale Residency**" in accordance with the terms set out in the Sanction Letter (the "Facility").
- (B) One of the conditions of the Facility Letter is that the Facility with all interest, additional interest, default interest and other costs and charges due and payable to the Lender and the Security Trustee under the Transaction Documents shall be secured, inter alia, by a first ranking and exclusive charge on the receivables originating from the Hypothecated Assets.
- (C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party.

NOW THEREFORE FOR THE CONSIDERATION AS AFORESAID, THE SECURITY PROVIDER HEREBY AFFIRMS AND AGREES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Deed, unless defined otherwise herein, shall have the meanings assigned to them in the Facility Letter. In this Deed, unless there is anything repugnant to the subject, meaning or context thereof:

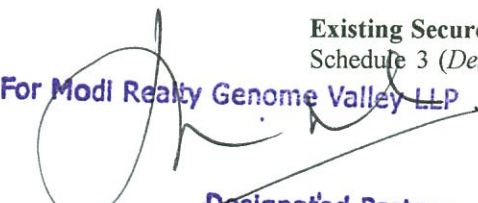
Borrower shall mean the person described in Schedule 1 (*Details of Parties*).

Contracts shall mean all contracts and arrangements in relation to the business of the Security Provider which are required to be charged hereunder, including without limitation, as specified in Schedule 2 (*Description of Hypothecated Assets*).

Current Assets shall mean all the assets of the Security Provider set out in Item 7 of Schedule 2 (*Description of Hypothecated Assets*).

Dispute shall have the meaning ascribed to such term in Section 17.1 (*Jurisdiction*) hereof.

Existing Secured Creditors shall mean the secured creditors of the Security Provider, detailed in Schedule 3 (*Description of Existing Secured Creditors*) herein, in favour of whom a charge over


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the receivables originating from the Hypothecated Assets has been created to secure the amounts due to them.

Sanction Letter shall have the meaning ascribed to such term in Recital A above and such other document by whatever name so termed therein by the Lender to convey the sanctioned terms.

Hypothecated Assets shall mean the properties described and set out in Schedule 2 (*Description of Hypothecated Assets*) hereto.

Lender shall mean the person described in Schedule 1 (*Details of Parties*).

Person means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under the Applicable Law.

Receiver shall have the meaning ascribed to such term in Section 6 (*Appointment of Receiver*) hereof.

Secured Liabilities shall mean the Facility or part of the Facility that has been secured by the receivables originating from the Hypothecated Assets.

Termination Date shall mean the date of termination of this Deed.

1.2 Principles of Interpretation

To the extent not expressly excluded, the provisions of Part 2 of Schedule 1 of the Standard Terms shall apply to this Deed, as if expressly set out herein (*mutatis mutandis*) with each reference to the Standard Terms being deemed to be a reference to this Deed.

2. COVENANT TO REPAY

Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Provider covenants to comply with the terms and conditions of the Transaction Documents, and to repay the Secured Liabilities in accordance with the Transaction Documents.

3. CHARGE

In pursuance of the Facility Letter and for the consideration mentioned in Section 2 (*Covenant to Repay*) above and as a continuing security for the repayment and/or payment and/or discharge of the Secured Liabilities under the Transaction Documents, the Security Provider, as the legal and beneficial owner, hereby hypothecates and charges unto the Secured Party by way of a first charge on the receivables originating from the assets detailed in Schedule 2 herein (the "**Hypothecated Assets**").

The charge created over the Current Assets, if any shall rank as a floating charge and shall not hinder the Security Provider from selling, leasing or otherwise disposing of the same or any part thereof in ordinary course of its business and in each case subject to and only as expressly permitted by the Transaction Documents. The Security Provider shall not without prior written consent of the Secured Party, create or attempt to create any mortgage, charge, lien, pledge or hypothecation upon such Current Assets in priority to the charge hereby created.

4. RANKING

The hypothecation and charge created hereunder over the receivables originating from the Hypothecated Assets, in favour of the Secured Party, shall rank first with the first ranking security created in favour of the Existing Secured Creditors, with all other security created or to be created in accordance with the Transaction Documents.

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5. COVENANTS OF THE SECURITY PROVIDER

The Security Provider hereby further agrees, declares and covenants with the Secured Party that, throughout the continuance of this Deed and until the Termination Date:

- 5.1 The Security Provider shall at its expense keep the Hypothecated Assets in marketable and good condition and insure the same against any such loss or risk as may be determined by the Secured Party from time to time, with an insurance company or companies and ensure that the Secured Party be designated as "loss payee" or "beneficiary" of all such insurance policies. The Security Provider shall deliver to the Secured Party certified copies of the relevant policies of insurance and maintain such insurance throughout the continuance of the security created pursuant to these presents and deliver to Secured Party the renewal receipts thereof and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In case of default, Secured Party may (but shall not be bound to) keep in good condition and render marketable the Hypothecated Assets and take out/renew such insurance. Any premium paid by the Secured Party and any costs, charges and expenses incurred by it shall forthwith, on receipt of a notice of demand from the Secured Party, be reimbursed, together with interest thereon at the rate that is applicable to such disbursements by Secured Party, from the date of payment and until such reimbursement by the Security Provider, the same shall form a part of the Secured Liabilities and be secured under these presents. *Provided*, however that the Security Provider will be required to reimburse the Secured Party in accordance with this Section 5 (*Covenants of the Security Provider*) only if such premium is paid by the Secured Party, without being liable to make such payment, at the request of the Security Provider or with the express and/or implied authorization of the Security Provider and/or failure of the Security Provider to take out/renew such insurance.
- 5.2 The Secured Party and/or the respective nominees of the Secured Party shall, upon prior written notice, be entitled at all times, at the risk and expense of the Security Provider, to enter any place where the Hypothecated Assets may be and inspect, value, insure, superintend the disposal of and take particulars of all or any part of the Hypothecated Assets and check any statement, accounts, reports and information. If the Secured Party in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Party 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, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part hereof at the expense of the Security Provider.
- 5.3 In the event of any breach or default by the Security Provider in the performance of its obligations hereunder or any of the terms, covenants, obligations and conditions stipulated in the Transaction Documents or any related documents or the deeds executed or that may hereafter be executed by the Security Provider in favour of the Secured Party, or in the event of the charge or the security created in favour of the Secured Party having become enforceable for any reason whatsoever, the Secured Party or its nominees may, in case such breach or default is not remedied by the Security Provider to the satisfaction of the Secured Party within such period, if any, as may be available under the Facility Letter, without any 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 to take charge and/or possession of, seize, recover, receive and remove them and/or sell by public auction or by private contract, dispatch or consign for realization or otherwise dispose of or deal with all or any part of Hypothecated Assets and/or the receivables originating from the Hypothecated Assets and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto, without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof and without prejudice to the Secured Party's rights and remedies of suit or otherwise. Notwithstanding any pending suit or other proceeding, the Security Provider undertakes to give immediate possession to the nominees of the Secured Party on demand of the Hypothecated Assets and to transfer, and to deliver to the Secured Party all related bills, contracts, securities and documents and the Security Provider hereby agrees to accept the Secured Party's account of sales and realizations as sufficient proof of amounts realized and related expenses and to pay on demand by the Secured Party any shortfall or deficiency thereby shown. *Provided however that* the Secured Party shall not be in any way liable or responsible for any loss, damage or depreciation that Hypothecated Assets may suffer or sustain on any account

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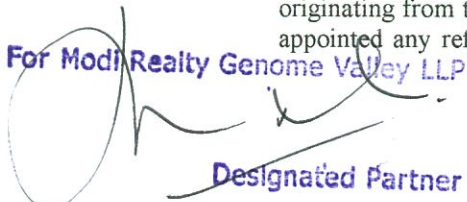
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whatsoever whilst the same are in possession of the Secured Party or by reason of exercise or non-exercise of rights and remedies available to the Secured Party as aforesaid and that all such loss, damage or depreciation shall be wholly debited to the account of the Security Provider howsoever the same may have been caused.

- 5.4 The Security Provider shall execute all such deeds, documents and assurances and do all such acts and things as the Secured Party may require for exercising the rights, powers and authorities hereby conferred on the Secured Party for effectuating and completing the security hereby created and shall from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, acts and things as are necessary for enforcing the security created hereunder and for realization of the and/or the receivables originating from the Hypothecated Assets and in particular the Security Provider shall execute all transfers, conveyances, assignments and assurances of the Hypothecated Assets, whether to the Secured Party or their nominees.
- 5.5 The security created hereunder in favour of the Secured Party shall become enforceable by the Secured Party upon the occurrence of any Default.
- 5.6 The Security Provider shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Transaction Documents, duly and punctually pay any imposts, duties, Taxes, premium and outgoings which become lawfully payable by the Security Provider in respect of the Hypothecated Assets or any part thereof or the carrying out by the Security Provider or maintenance of any business or operations thereon and shall prevent any part of such Hypothecated Assets from becoming charged with the payment of any imposts, duties and Taxes lawfully payable by the Security Provider.
- 5.7 A breach of any of the covenants specified hereunder shall be a Default under the Transaction Documents.
- 5.8 The Security Provider shall prior to the date hereof provide notices to third parties, including but limited to Existing Secured Creditors, if any, having any right, title or interest in respect of the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets, informing such third parties of the rights of the Secured Party created hereunder and shall obtain their consent in respect thereof. Copies of the said notices provided by the Security Provider and the aforesaid third party consents shall forthwith be delivered to the Secured Party. The Security Provider acknowledges that its failure to (a) intimate such third parties in writing and to obtain their consents; and/or (b) provide to the Secured Party copies of such intimation and letters of consent shall constitute a material breach of the terms of this Deed and be deemed to be an Event of Default under the Transaction Documents.
- 5.9 The Security Provider shall not create any Encumbrance over the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets or any part thereof except in favour of the Secured Party nor suffer or permit to be created any Encumbrance which may affect the same or any part thereof nor do or allow anything that may prejudice the security created under this Deed.
- 5.10 The Security Provider shall within 30 (thirty) days from the date hereof file particulars of the charges created (including any modification of charge, if applicable) under this Deed under prescribed forms with the relevant Registrar of Companies and pay such fees as may be prescribed. The Security Provider shall promptly, upon receipt, deliver to the Secured Party certified true copies of the receipts and certificates endorsing the registration evidencing the filing of such forms and the creation of the charges in favour of the Secured Party.

6. APPOINTMENT OF RECEIVER

- 6.1 At any time after the occurrence of an Event of Default, the Secured Party may appoint a receiver or receivers (the "**Receiver**") in respect of the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets or any part thereof. Where more than one Receiver is so appointed any reference in this Deed to a Receiver shall apply to both or all of the receivers so

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appointed and the appointment shall be deemed to be a joint and several appointments so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

6.2 Such Receiver shall have and exercise all rights, powers and authorities vested in the Secured Party herein set forth or as such Receiver may have under the Applicable Law or equity or as the Secured Party may think expedient, including the following rights, power and authorities:

- (a) to take possession of and collect all or any part of the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower or otherwise as the Receiver shall consider fit;
- (b) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any part of the Hypothecated Property in such manner and generally on such terms and conditions as the the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
- (c) institute, prosecute and defend any proceedings in the name of the Security Provider or otherwise as may seem expedient in relation to the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets;
- (d) to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facility as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage);
- (e) to make any arrangement, settlement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the Receiver shall consider fit;
- (f) insure and keep insured the Hypothecated Assets against loss or damage by such risks and contingencies as the Secured Party or the Receiver may think fit, in such manner and in all respects as the Lender may think fit, and to maintain, renew or increase any insurances in respect of the Hypothecated Assets;
- (g) to make and effect all repairs, renewals, alterations, improvements, additions and developments, to or in respect of the Hypothecated Assets;
- (h) settle, arrange and compromise any accounts, claims, questions or disputes whatsoever which may arise in connection with the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets and/or in any way relating to the security interest created hereunder and execute releases and/or discharges in relation thereto;
- (i) execute and do all such acts, deeds and things as may appear to the Secured Party or the Receiver necessary or proper in relation to any of the aforesaid purposes;
- (j) operate the charged accounts and appropriate all monies lying therein in the manner as deemed fit;
- (k) do all such other acts and things as may be considered by the Secured Party or the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, perfection, improvement, realization or enforcement of the security interest created by this Deed;
- (l) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by the Receiver in the exercise thereof or for any other purpose, to borrow from the Secured

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Party or any other Person on such terms (with or without security) as the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets ranking wholly or partly in priority to or *exclusive* with the security created hereunder provided that no person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

- (m) to obtain all Clearances, planning consents and permissions, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Secured Party or Receiver shall consider fit;
- (n) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Hypothecated Assets and/or the receivables originating from the Hypothecated Assets or any part thereof as the Secured Party or the Receiver, as the case may be, shall consider fit or relating in any way to the Hypothecated Assets or part thereof;
- (o) to do all such things and take all such action as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Borrower;
- (p) to exercise all such other powers and authority as the Secured Party or the Receiver shall consider fit to confer and so that the Secured Party or the Receiver may in relation to the receivables originating from the Hypothecated Assets confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;
- (q) in the exercise of any of the above powers, to expend such sums as the Secured Party or the Receiver, as the case may be, may think fit. All such sums incurred by the Secured Party or the Receiver shall forthwith, on receipt of a notice of demand from the Secured Party or the Receiver, be reimbursed by the Security Provider together with interest thereon at the rate which is equal to the Default Interest Rate and until such reimbursement by the Security Provider, such amounts shall form part of the Secured Liabilities.

- 6.3 Unless otherwise directed by the Secured Party, such Receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Law vested in the Secured Party;
- 6.4 Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions from time to time made and given by the Secured Party;
- 6.5 The Secured Party may from time to time fix the remuneration of such Receiver and shall direct payment thereof out of the receivables originating from the Hypothecated Assets Hypothecated Assets, but the Security Provider alone shall be liable for the payment of such remuneration;
- 6.6 The Secured Party may from time to time and at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Secured Party but the Secured Party shall not be bound to require such security in any case;
- 6.7 The Secured Party may pay over to such Receiver any monies constituting part of the security to the intent that the same may be applied for the purpose hereof by such Receiver and the Secured Party may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

Every such Receiver shall be the agent of the Security Provider for all purposes and the Security Provider alone shall be responsible for his acts, defaults or misconduct and liable on any contract or engagement made or entered into by him (except in the case of gross negligence or willful default of the Receiver) and for his remuneration; and

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Partner

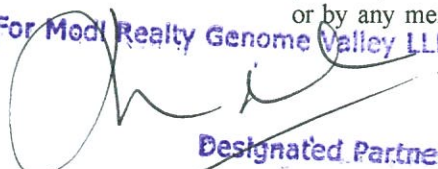
- 6.9 The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for in respect of any debts or other liabilities incurred by any such Receiver whether the Security Provider shall or shall not be in liquidation.

7. REPRESENTATIONS AND WARRANTIES

- (a) In order to induce the Lender to enter into the respective Transaction Documents and to induce the Lender to accept the present security under this Deed, the Borrower has made the representations and warranties set forth in the respective Transaction Documents.
- (b) The Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Deed on the basis of, and in full reliance of the warranties made herein.
- (c) The Security Provider further confirms and warrants that:
 - (i) The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Hypothecated Assets;
 - (ii) The Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Deed;
 - (iii) This Deed when executed and delivered will constitute its legal, valid and binding obligation;
 - (iv) Neither the execution and delivery by the Security Provider of this Deed, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;
 - (v) The Security Provider does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Deed except those secured by this Deed and by the other Security Documents;
 - (vi) The provisions of this Deed are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 3 (*Charge*) on all of the receivables originating from the Hypothecated Assets Hypothecated Assets on which the Security Provider purports to grant charges and assignments pursuant hereto;
 - (vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Hypothecated Assets and/or receivables originating from the Hypothecated Assets; and
 - (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Deed.

8. NATURE OF SECURITY

- 8.1 This security shall be a continuing security for repayment of the Secured Liabilities and these presents, and 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

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other company or take-over of the management or nationalization of the undertaking of the Security Provider.

- 8.2 The security interest created herein is in addition to, and independent of, any security interest or any other security or right or remedy now or at any time hereafter held by or available to the Secured Party.
- 8.3 If any amount paid by the 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 Security Provider or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- 8.4 The rights and benefits of the Lender 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).

9. APPOINTMENT OF SECURED PARTY AND RECEIVER AS ATTORNEY

The Security Provider irrevocably appoints the Secured Party and each Receiver to be its attorney with full power of substitution and in its name or otherwise on its behalf to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be desirable or necessary or which the Secured Party or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Security Provider hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Hypothecated Assets and/or receivables originating from the Hypothecated Assets or the exercise of any rights in respect thereof or for giving to the Secured Party the full benefit of the security interest created herein and so that the appointment hereby made shall operate to confer on the Secured Party, and the Receiver authority to do on behalf of the Security Provider anything which it can lawfully do as its attorney and without prejudice to the generality of the foregoing the Security Provider has appointed the Secured Party inter alia to:

- 9.1 execute and do all acts, deeds and things which the Security Provider is authorized to execute and do under the covenants and provisions herein contained;
- 9.2 generally, use the name of the Security Provider in the exercise of all or any of the powers conferred by these presents or by Applicable Law on the Secured Party or any Receiver appointed by the Secured Party; and
- 9.3 execute on behalf of the Security Provider such documents and deeds as may be necessary to give effect to the provisions of this Deed and for the preservation, enforcement and realization of the security interest created hereby.
- 9.4 The Security Provider ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

10. RIGHTS OR REMEDIES OF THE SECURITY TRUSTEE

- 10.1 Nothing herein shall prejudice the rights or remedies of the Security Trustee under Applicable Law or equity and/ or in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Security Provider to the Security Trustee.
- 10.2 The Security Trustee shall have the authority to act upon and enforce the provisions of this Deed in accordance with the provisions contained herein or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Deed in accordance with Applicable Law and the Transaction Documents.

11. COSTS AND EXPENSES

The Security Provider shall, from time to time, forthwith pay to the Secured Party and/or the Receiver or reimburse the Secured Party and/or the Receiver, on a demand made by the Secured

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Party and/or the Receiver, (as the case may be) for:

- (a) all costs, charges, fees and expenses (including legal and other fees and all other out-of-pocket expenses) incurred by the Secured Party and/or any Receiver and/or their nominees, agents, representatives or advisers in connection with the preparation, execution, delivery, performance and perfection of this Deed and the security interest created pursuant to this Deed, any other documents required in connection herewith after the date hereof, any other security interest created, guarantees or other security for the Secured Liabilities and any amendment to or extension of, or the giving of any consent or waiver in connection with this Deed and any other documents required in connection herewith;
- (b) all costs, charges, fees, duties and expenses (including legal and other fees and all other out-of-pocket expenses) incurred by the Secured Party and/or any Receiver and/or their nominees, agents, representatives or advisers in exercising any of its or their rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise preserving or enforcing its or their rights hereunder or in connection with the preservation or attempted preservation of the Hypothecated Assets and/or receivables originating from the Hypothecated Assets or in defending any claims brought against it or them in respect of this Deed or the Security Provider's interest in the Hypothecated Assets and/or in discharging this Deed upon payment of all Secured Liabilities, including costs and expenses incurred by the Secured Party after occurrence and during the continuation of an Event of Default;
- (c) all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed and any document, act and registration performed hereto or thereto;
- (d) all remuneration payable to the Receiver;

each together with interest thereon at the rate which is equal to the Default Interest Rate and until such reimbursement by the Security Provider, such amounts shall form part of the Secured Liabilities.

12. INDEMNITY

The Secured Party and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the receivables originating from the Hypothecated Assets in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those involving gross negligence or willful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the receivables originating from the Hypothecated Assets.

13. WAIVER AND CUMULATIVE RIGHTS

- 13.1** No failure or delay by the Secured Party in exercising any right, power or remedy hereunder shall impair or extinguish such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by Applicable Law. A waiver or consent granted by the Secured Party will be effective only if given in writing and for the instance and for the purpose for which it is given.
- 13.2** All rights, powers and remedies under these presents whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

14. CONSTRUCTION

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The provisions contained herein shall be read in conjunction with the provisions of the other Transaction Documents as amended from time to time and to the extent of any inconsistency or repugnancy the latter shall prevail to all intents and purposes.

15. MISCELLANEOUS

15.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Facility by the Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of 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 Secured Party shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

15.2 Amendment

The Security Provider and the Secured Party may amend or supplement the terms of this Deed by mutual agreement in writing.

15.3 Other Remedies

The rights and remedies conferred upon the Secured Party under this Deed:

- (a) shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Deed, be entitled; and
- (b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Deed, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Secured Party.

15.4 No Legal Title for Lender

The Lender shall not have legal title to any part of the Hypothecated Asset; provided however, that the Lender shall have a beneficial interest in the Hypothecated Assets.

15.5 Severability

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

15.6 Notices and Communications

Any notice or request to be given or made under this Deed shall be given in address mentioned in Schedule 4 (*Notices to Parties*) herein and in the manner prescribed in Clause 21 (*Notices*) of the Standard Terms and the said Clause shall apply herein, *mutatis mutandis*, as if set out in this Deed in full.

15.7 Transfer and Assignment

The Security Provider shall not assign or transfer any of its rights and/ or obligations under this Deed. The Lender may, at any time, assign and/ or transfer all or any of its rights, benefits and obligations under this Deed, without furnishing any notice to or obtaining the consent of the Security Provider, to any other Person, in accordance with the Standard Terms and the Facility Letter.

For Modi Realty Genome Valley LLP

Designated Partner

15.8 Limitation on Rights of Others

Nothing in this Deed, whether express or implied, shall be construed to give to any Person other than the Secured Party Lender any legal or equitable right, remedy or claim under or in respect of this Deed, except as expressly provided in this Deed, any covenants, conditions or provisions contained herein or in the Hypothecated Assets and/or receivables originating from the Hypothecated Assets, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party Lender and the Security Provider.

15.9 Counterparts

This Deed may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

15.10 Survival Clause

All indemnities set forth herein and the other provisions, which by their nature are intended to survive or customarily survive termination shall survive until the Termination Date.

16. GOVERNING LAW

This Deed shall be governed by and construed in accordance with Indian law.

17. JURISDICTION

17.1 Jurisdiction

The Lender reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder together with its amendments from time to time and/or any other Debt recovery laws available to the Lender from time to time.

17.2 Waiver of Objection

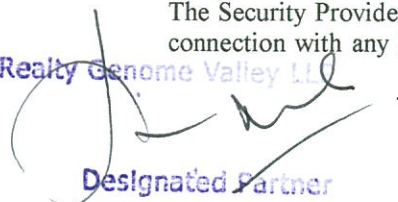
The Security Provider irrevocably waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at Pune and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Pune shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

17.3 Right to take Proceedings in other Jurisdictions

Nothing contained in this Section 17 (*Jurisdiction*), shall limit any right of the Secured Party to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Provider irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

17.4 General Consent

The Security Provider hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in


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connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

17.5 Waiver of Immunity

To the extent that the Security Provider may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Provider hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

For Modi Realty Genome Valley LLP

Designated Partner

SCHEDULE 1

DETAILS OF THE BORROWER

Modi Realty Genome Valley LLP, a Limited Liability Partnership firm registered under the Limited Liability Partnership Act 2008, having its office at 2nd floor, 5-4-187/3 and 4, Soham mansion, M G Road, Secunderabad, Hyderabad, Telangana – 500003 having its Permanent Account Number (“PAN”) ABFFM3063P

For Modi Realty Genome Valley LLP

Designated Partner

SCHEDULE 2

Description of Hypothecated Assets

The Secured Obligations and the performance by the Obligor and Promoters of their obligations in relation thereto, shall be secured by the Security in favour of the Lender. The Security shall include:

(a) Exclusive first charge by way of hypothecation on the receivables originating from **102** unsold flats (as per list given below) of the project **Bloomdale Residency** being developed on below mentioned property:

Property Address : All that part and parcel of land admeasuring 39 guntas in Sy.Nos.31/P situated at Muraharipally Village, Shamirpet Mandal, Medchal- Malkajgiri District 500078 and Bounded By

BOUNDARIES

North	Neighbour's land
South	Neighbour's land
East	Neighbour's land
West	33 feet wide road & Land belonging to MC Modi Educational Trust.

List of unsold units to be mortgaged with BHFL of Project " Bloomdale residency"

S. No	Block	Unit No.	Configuration	SBA in sq.ft	status
1	A	116	2 BHK	800	Unsold
2	A	117	2 BHK	800	Unsold
3	A	118	2 BHK	800	Unsold
4	A	119	2 BHK	800	Unsold
5	A	120	2 BHK	800	Unsold
6	A	121	2 BHK	800	Unsold
7	A	122	2 BHK	800	Unsold
8	A	201	2 BHK	800	Unsold
9	A	202	2 BHK	800	Unsold
10	A	203	2 BHK	800	Unsold
11	A	204	2 BHK	800	Unsold
12	A	205	2 BHK	800	Unsold
13	A	206	2 BHK	800	Unsold
14	A	207	2 BHK	800	Unsold
15	A	208	2 BHK	800	Unsold
16	A	209	2 BHK	800	Unsold
17	A	210	2 BHK	800	Unsold
18	A	211	2 BHK	800	Unsold
19	A	212	2 BHK	800	Unsold
20	A	213	2 BHK	800	Unsold
21	A	214	2 BHK	800	Unsold
22	A	215	2 BHK	800	Unsold

For Modi Realty Genome Valley LLP

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23	A	216	2 BHK	800	Unsold
24	A	217	2 BHK	800	Unsold
25	A	218	2 BHK	800	Unsold
26	A	219	2 BHK	800	Unsold
27	A	220	2 BHK	800	Unsold
28	A	221	2 BHK	800	Unsold
29	A	304	2 BHK	800	Unsold
30	A	305	2 BHK	800	Unsold
31	A	306	2 BHK	800	Unsold
32	A	307	2 BHK	800	Unsold
33	A	308	2 BHK	800	Unsold
34	A	309	2 BHK	800	Unsold
35	A	310	2 BHK	800	Unsold
36	A	311	2 BHK	800	Unsold
37	A	312	2 BHK	800	Unsold
38	A	313	2 BHK	800	Unsold
39	A	314	2 BHK	800	Unsold
40	A	315	2 BHK	800	Unsold
41	A	316	2 BHK	800	Unsold
42	A	317	2 BHK	800	Unsold
43	A	318	2 BHK	800	Unsold
44	A	319	2 BHK	800	Unsold
45	A	322	2 BHK	800	Unsold
46	A	401	2 BHK	800	Unsold
47	A	402	2 BHK	800	Unsold
48	A	403	2 BHK	800	Unsold
49	A	404	2 BHK	800	Unsold
50	A	405	2 BHK	800	Unsold
51	A	406	2 BHK	800	Unsold
52	A	407	2 BHK	800	Unsold
53	A	408	2 BHK	800	Unsold
54	A	409	2 BHK	800	Unsold
55	A	410	2 BHK	800	Unsold
56	A	411	2 BHK	800	Unsold
57	A	412	2 BHK	800	Unsold
58	A	413	2 BHK	800	Unsold
59	A	414	2 BHK	800	Unsold
60	A	415	2 BHK	800	Unsold
61	A	416	2 BHK	800	Unsold
62	A	417	2 BHK	800	Unsold
63	A	418	2 BHK	800	Unsold

For Modi Realty Genome Valley LLP.

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64	A	419	2 BHK	800	Unsold
65	A	420	2 BHK	800	Unsold
66	A	421	2 BHK	800	Unsold
67	A	422	2 BHK	800	Unsold
68	A	501	2 BHK	800	Unsold
69	A	502	2 BHK	800	Unsold
70	A	503	2 BHK	800	Unsold
71	A	504	2 BHK	800	Unsold
72	A	505	2 BHK	800	Unsold
73	A	506	2 BHK	800	Unsold
74	A	507	2 BHK	800	Unsold
75	A	508	2 BHK	800	Unsold
76	A	509	2 BHK	800	Unsold
77	A	510	2 BHK	800	Unsold
78	A	511	2 BHK	800	Unsold
79	A	512	2 BHK	800	Unsold
80	A	513	2 BHK	800	Unsold
81	A	514	2 BHK	800	Unsold
82	A	515	2 BHK	800	Unsold
83	A	516	2 BHK	800	Unsold
84	A	517	2 BHK	800	Unsold
85	A	518	2 BHK	800	Unsold
86	A	519	2 BHK	800	Unsold
87	A	520	2 BHK	800	Unsold
88	A	521	2 BHK	800	Unsold
89	A	522	2 BHK	800	Unsold
90	A	222	2 BHK	800	Unsold
91	A	104	2 BHK	800	Unsold
92	A	105	2 BHK	800	Unsold
93	A	106	2 BHK	800	Unsold
94	A	107	2 BHK	800	Unsold
95	A	108	2 BHK	800	Unsold
96	A	109	2 BHK	800	Unsold
97	A	110	2 BHK	800	Unsold
98	A	111	2 BHK	800	Unsold
99	A	112	2 BHK	800	Unsold
100	A	113	2 BHK	800	Unsold
101	A	114	2 BHK	800	Unsold
102	A	115	2 BHK	800	Unsold
Total				81,600	

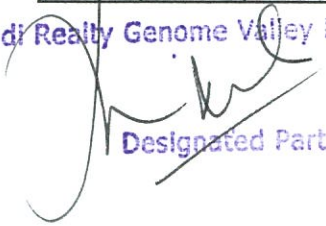
For Modi Realty Genome Valley QP

Designated Partner

List of sold units of Project “ Bloomdale residency”

Sl. No.	Block	Unit No.	Configuration	SBA in sq.ft	Agreement Value	Amt Received	Committed
1	A	301	2 BHK	800	22,50,000	10,00,000	12,50,000
2	A	302	2 BHK	800	22,50,000	10,00,000	12,50,000
3	A	303	2 BHK	800	22,50,000	10,00,000	12,50,000
4	A	320	2 BHK	800	22,50,000	10,00,000	12,50,000
5	A	321	2 BHK	800	22,50,000	10,00,000	12,50,000
Total				4,000	1,12,50,000	50,00,000	62,50,000

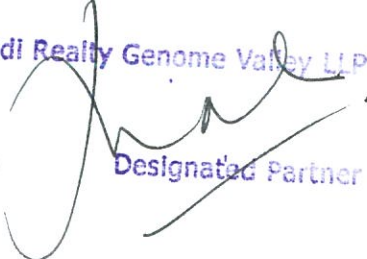
For Modi Realty Genome Valley LLP


Designated Partner

SCHEDULE 3

DESCRIPTION OF EXISTING SECURED CREDITORS

NIL

For Modi Realty Genome Valley LLP

Designated Partner

SCHEDULE 4
NOTICES TO PARTIES

The address for service of notice to the Security Provider shall be:

Address : **Modi Realty Genome Valley LLP**, a Limited Liability Partnership firm registered under the Indian Limited Liability Partnership Act 2008, having its office at 2nd floor, 5-4-187/3 and 4, Soham mansion, M G Road, Secunderabad, Hyderabad, Telangana – 500003 having its Permanent Account Number (“PAN”) ABFFM3063P

Fax No. :

Attn : **Mr. Soham Satish Modi**

The address for service of notice to the Lender shall be:

Bajaj Housing Finance Limited

Address : 2nd Floor, 203, Aditya Trade Center, Above passport office, Ameerpet, Hyderabad-500038

Fax No. :

Attn : **Mr. Dixit Solanki**

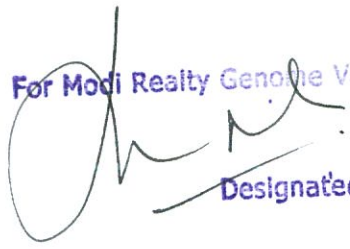
or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider.

For Modi Realty Genome Valley LLP

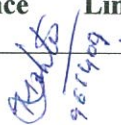
Designated Partner

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written

SIGNED AND DELIVERED by the within named Borrower,
Modi Realty Genome Valley LLP, by the hand of
_____, its Partner and Authorized Signatory

For Modi Realty Genome Valley LLP

Designated Partner

SIGNED, SEALED AND DELIVERED by the within named "Lender"
Bajaj Housing Finance Limited by the hand of
_____, an authorized
representative of the Lender


9/1/2019