Sanction Letter

Ref No. : CF/TL/HYD/16270 Date : 23-01-2024

Application Number : 16270

CRESCENTIA LABS PRIVATE LIMITED
Plot Number 15-B, Mn Park, Phase-I, Survey Number 230 To 243, ,
Turkapally, Shamirpet, Medchal-Malkajgiri District, Hyderabad,
Telangana - 500078

SDNMKJ REALTY PRIVATE LIMITED
5-2-223 Gokul Distillery ,
Road,,Secunderabad,Telangana,500003,India,, Secunderabad,
Telangana - 500003

JMK GEC REALTORS PRIVATE LIMITED
5-2-223 Gokul Distillery,
Road,,Secunderabad,Telangana, Secunderabad,
Telangana - 500003

MODI PROPERTIES PRIVATE LIMITED
5-4-187/3&4,
Mg Road, Hyderabad,
Telangana - 500003

Kind Attention : Soham Modi (Director)

Facility : Term Loan

Dear Sir,

Tata Capital Limited (TCL) takes pleasure to informing you that TCL has sanctioned a Term Loan facility/facilities to you on the following terms and conditions.

This in-principle sanction is subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of TCL.

TERMS AND CONDITIONS

Lender	Tata Capital Limited				
Borrower	CRESCENTIA LABS PRIVATE LIMITED				
Co Borrower	MODI PROPERTIES PRIVATE LIMITED, JMK GEC REALTORS PRIVATE LIMITED, SDNMKJ REALTY PRIVATE LIMITED				
Facility amount	Rs.30,00,00,000.00 (Rupees Thirty Crore Only)				
Facility Details	Nature of Facility	Limit	Rate of Interest / Interest on Credit period (p.a.)	Tenor	
	Term Loan	Rs.300000000	12.50%	72 Months	

Facility Name	Term Loan
Total Facility Amount	Rs.30,00,00,000.00 (Rupees Thirty Crore Only)
Tenure	72 Months (including 12 Months moratorium.)
Interest Type	Floating

Rate of Interest	12.50 % p.a. ROI equal to LTLR less 9.05 % Presently Long Term lending Rate (LTLR) as on date is 21.55%. Interest rate on repayment would change based on the changes in Long Term lending Rate (LTLR) as announced by TCL from time to time . This would lead to change in Interest payable to TCL. Validity of Rate of Interest(ROI) - ROI is valid* till 30 days from date of Sanction letter, post 30 days TCL reserves the right to review/modify the ROI basis change in the Benchmark rate (LTLR) as announced by TCL from time to time. * Any change in the Benchmark rate within 30 days will result into modification of ROI
Upfront Fee(Non - Refundable)	1.00 % of the Loan Amount + Applicable GST, to be collected upfront from Borrower.
End Use of Loan	General corporate purposes majorly towards completion of the GV1 Project located in Genome Valley
Prepayment Penalty	**1.00% on the amount prepaid.** **A prior notice of 30 business days to be provided to TCL for any such prepayment.**
Repayment Schedule	Interest: Payable on a Monthly basis on the Outstanding Amount Principal: Payable in 60 Equated Principal Instalments, post moratorium period of 12 Months
Availability Clause	The Facility will be available for drawdown in one or more tranches at any time after the execution of the Transaction Documents upto 90 days from date of sanction - (each a Tranche and collectively Tranches). The availability period, i.e., the period within which the Facility must be drawn, can be extended if agreed by the Lender in writing
Penal Interest	**@6.00% p.a. over and above the normal interest rate shall be charged in case of delayed payment of Interest, Principal or monies payable under the loan agreement from the due date till the date of receipt**
Guarantee	Irrevocable and unconditional Personal guarantee of SOHAM MODI , TEJAL MODI
Escrow Mechanism	Rentals to be generated from the GV 1 Project to be routed through a designated ESCROW/Virtual ECMS account, as specified by TCL
Debt Service Reserve Account(DSRA)	3 months of DSRA to be kept as SD/FD/mutual funds lien marked to TCL (DSRA to be obtained on proportionate disbursement)
Renewal / Review	Annual
Interest Payment Frequency	Monthly
Disbursement schedule	In Multiple Tranches subject as below: 1.Tranche 1: Rs. 15.00 Crs to be released post documentation and Security Perfection to the satisfaction of TCL (including charge release by Axis Trustee) ensuring proportionate promoter contribution. 2.Tranche 2: Rs. 5.0 Crs to be released post utilisation of the Tranche -1 monies and submission of End Use Certificate ensuring debt equity ratio of 1:1. 3.Tranche 3: Rs. 5.0 Crs to be released post utilisation of the Tranche -2 monies and submission of End Use Certificate ensuring debt equity ratio of 1:1. 4.Tranche 4: Rs. 3.50 Crs to be released post utilisation of the Tranche -3 monies and submission of End Use Certificate ensuring debt equity ratio of 1:1. 5.Tranche 5: Rs. 1.50 Crs to be released post receipt of OC Any cost overrun to be borne by the Promoters.
Special Conditions	-Project implementation and progress report and source and means of finance to be shared Quarterly till the project completion -Subordination of unsecured loan of promoters in the company till the tenure of TCL loan. -No additional debt to be taken by Borrower without prior approval from TCL. -No change in share holding pattern without prior approval of TCL. -Escrow Account of Modi Properties Private Limited where the receivables of Project Mayflower Platinum are getting routed to be continued till the tenancy of the Current Loan. -50% capitalization on the sale of the Mayflower Platinum units for the TCL. -TCL has right to increase/decrease the % of capitalisation during the tenor of the loan. -Optionally Convertible Debentures (OCD) issued by the borrower to be continued till the closure of the TCL term loan or LRD conversion of the term loan by TCL. Any interest payable to OCD holders will be subservient to the TCL loan.
Monitoring	The Valuation of the Security for the purpose of Security creation & ongoing Security monitoring to track the Market Value, will be done as per the requirement of TCL

Event of default	-2 notches downgrade from the existing level in an external Credit Rating of the Borrower & if external credit rating not available, TCL internal rating will be considered. -2 Continuous Cheque Bounces in the Borrower's Loan Repayment account
Validity	The sanction is valid for a period of 90 days from the date of this offer letter.

Common Terms and Conditions

Security	Primary: Exclusive Charge by way of Hypothecation of the movable Fixed Assets of the Borrower. (both present & future) Primary: Exclusive charge by way of hypothecation of the present and future Current Assets of the company. Primary: Exclusive charge on the rental receivables of the building Collateral : First Charge by way of mortgage of property located at Plot No. 15-B, admeasuring 1.80 acres in MN Park, Phase-I, in Survey No. 230 and 243, Turkapally village, Shamirpet Mandal, Medchal- Malkajgiri District, Telangana, having clear & markrtable tittle in the name of CRESCENTIA LABS PRIVATE LIMITED. Security Sharing with OCD Holders :- -Second Charge on the Securities to be extended to the OCD holders. -Pari-Passu Charge on the Securities to be extended to the OCD holders post the receipt of OC & confirmation from the purchaser to complete share purchase transaction within 3 months post receipt of OC by way of inter se agreement. Others: -Extension of charge on the cash flow receivables of May flower Platinum project owned by Modi Properties Pvt. Ltd. - Negative Lien on the Self Occupied residential property of the Mr. Soham Modi which is offered as collateral for CLOF facility with TCL (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) Overall security cover of 1.5x to be maintained throughout the tenor of the loan.
Stamp duty	As applicable and will be borne by the Borrower
Validity	The sanction is valid for a period of 90 days from the date of this offer letter.
Cost and Expenses	All costs, charges and expenses in connection with or relating to the Credit Facility (including but not limited to costs of investigation of title, legal fees, filing / submission of any information /record to any agency pursuant to application law, directives, regulations etc. including Information Utility (IU), professional charges, and stamp duty) shall be borne and paid by the Borrower including Documentation charges. All Costs or Expenses to be collected from the Borrower along with applicable tax
Facility Undertaking	Borrower undertakes that the Facility will not be used for purposes banned by Reserve Bank of India from time to time That in the event of any Borrower & Co-Borrower account being reported into SMA 1 & above category by any of the lender to RBI, borrower shall repay the entire dues payable to TCL - That in the event of any account being reported into SMA category by any of the lender to RBI , borrower shall repay the entire dues payable to TCL. - The Borrower agrees that TCL shall have the right to call back the facility and/or increase the applicable Rate of interest (ROI) by 2.00% over and above the existing rate in the event of downgrading of credit rating (by any credit rating agency) by two notches from the level held by the Borrower at the time of sanction. Where an external credit rating is not available, the internal rating assigned by the Lender shall be considered for this purpose
Terms and Conditions	The Borrower hereby agrees and confirms that the sanction of the Facility will be interalia governed by the Terms and Conditions mentioned in Loan agreement hereto in addition to the terms contained in this sanction letter.

<table>
<tr><td>Terms and Conditions</td><td colspan="3">The Borrower further agrees and confirms that all intraday drawals under this Facility, that is, amounts disbursed on any day and which are fully repaid on the same day and the outstanding balance is zero as at the end of the day, then such withdrawals shall attract interest for a minimum period of one day at the rate as specified in sanction letter.</td></tr>
<tr><td>Disbursement Documents</td><td colspan="3">- Sanction letter duly accepted by Borrower and Guarantors / Co-borrowers
- Specific Agreement to be executed by Borrower, Guarantors / Co-borrowers and Security Provider
- Authorisation for Borrower to avail the Credit Facility
- 2 Undated cheque of full facility value
- NACH mandate
- KYC documents, ITR & Financials of Borrower & Co-Borrowers
- KYC documents of Authorised signatory
- Disbursal /Drawdown request letter
- Udyam Certificate

Documents from Guarantors / Co-borrowers (Individual/Personal)
- Signature Verification
- KYC documents and ITRs
- Notarized net worth statements/ CA certified net worth statement accompanied by as on date self-declaration on stamp paper
- Roc serach report

Documents in case Collateral is Immovable Asset (if applicable)
- Mortgage deed along with title documents
- Title search and Valuation report from TCL empanelled agency
- Declaration cum Indemnity (if any)
- ROC search report

Documents in case Collateral is movable Asset (if applicable)
- Hypothecation deed
- ROC search report

- Site Visit of the Project GV1 to be completed
- CA certified cost incurred as on date along with source of funds.
- Independent LIE Report of the project to be completed
- Confirmation letter (backed by Board Resolution) from share pledge holder stating TCL has right to recall the facility provided to the borrower prior to the invocation of share pledge to be obtained prior to the disbursement of the limits.

Any other documents as prescribed by Tata Capital Limited.</td></tr>
<tr><td>Post Disbursement Documents</td><td colspan="3">- The borrower shall maintain adequate books and records which should correctly reflect their financial position, End use verification and operations and it should submit to Tata Capital Limited at regular intervals such statements as may be prescribed by Tata Capital Limited in terms of the RBI's instructions issued from time to time.
- The borrower shall provide a certificate from a Chartered Accountant as well as relevant Bank Account statements, within 30 calendar days from the date of disbursal. Where the facility is availed in multiple tranches, the aforesaid documents shall be provided tranche wise. The Borrower agrees to furnish such other documents as may be requested by the Lender, from time to time, for verification of end use.
- Comprehensive Insurance cover note within 30 days from First Disbursement, duly lien marked in TCL favor.
- Charge filing with ROC within 30 days from security creation
- Charge filing with CERSAI within 30 days from security creation.
-Project implementation and progress report and source and means of finance to be shared Quarterly till the project completion
-Occupancy certificate to be shared within September 2024</td></tr>
<tr><td rowspan="2">Schedule of Charges / Penalty</td><td>Penalty Charges for Non Creation of Security</td><td colspan="2">2% of the Outstanding amount will be charged for the period of delay in respect of delayed/non-submission of security/collateral related documents and non perfection of security</td></tr>
<tr><td>Delayed of First</td><td>First Insurance:- within 30</td><td>Additional one time charge of</td></tr>
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Schedule of Charges / Penalty	**Insurance cover note and non renewal of Insurance on due date.**	**days from disbursement date. Renewal : as and when due**	**Rs 20,000/- per financial year**
	Non adherence of financial covenants of sanction letter.	**At the time of Review /Renew of account.**	**Additional one time charge of Rs 20,000/- per financial year**
	- Dishonour Charges : Rs. 670/- per dishonour of Payment Instrument and as revised from time to time. - Documentation charges : Rs. 5000/-. - Stock Audit charges : Rs. 4000/-. - ROC and CERSAI filling : Rs. 5000/-. Charges to be collected along with applicable Tax.		
Periodical Review Requirements	The account to be reviewed and Renewed on half yearly/ Yearly basis as per terms of the agreement, For Renewal of accounts Borrower shall furnish. Mention documents to be dispatched at Tata Capital Limited, I - Think Techno Campus, Building A, 4th Floor , Off Pokharan Road 2, Subhash Nagar, Near Yantra Park , Thane (w) -400607. addressed to Credit Monitoring team, SME & Corporate Finance. Non compliance/ Submission of review requirement may result blocking/ freezing of limits.		
	Other Financial information	The Borrower needs to furnish other financial information in the format prescribed by TCL on quarterly basis within 45 days of closure of quarter.	
	Data required for renewal of credit limits	On or before the expiry of credit limit	
	Audited/Unaudited financial statements	Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above	
General Covenants	a) All legal and incidental expense including valuation /legal search /ROC search /Stamp Duty and Out of Pocket expenses in connection with proposed credit facility will have to be borne by the Borrower. The Borrower shall deliver up front cheque/s towards the same. b) Disbursement of loan shall be subject to the execution of necessary documents completion of all requirements/formalities which forms part of the overall sanction communication from Tata Capital Limited. c) The Borrower shall furnish to TCL whenever required by TCL full and correct particulars/statements of all the assets and shall allow TCL or its authorized agent to take inspection without necessity of any notice, of such assets and of all records and shall provide such evidence as TCL may require as to the cost and value thereof. d) The Dealer/Borrower undertakes to provide a certificate from a Chartered Accountant and Bank Account statements, within 30 days from the date of each disbursal. The Dealer/Borrower shall furnish such other documents as may be required by the Lender, from time to time. e) In the event any amount is not paid when due, the account will be flagged as overdue as part of day-end process as SMA or NPA (as the case may be) in accordance with the extent RBI Circular. Examples of classification of an account as SMA/ NPA categories are provided on our website www.tatacapital.com at the link https://bit.ly/3mEzTjq . You confirm that you have read, understood and accepted the same. f)Undertaking from the promoters & Co-borrower in case of any shortfall in the meeting the obligations of the TCL, same to meet with the infusion by promoters/Co-borrowers to be obtained. g)TCL shall have the right to review / call back the facility and/or increase the applicable Rate of interest (ROI) by 2.00% over and above the existing rate in the event of downgrading of credit rating of Borrower & Co-borrower (by any credit rating agency) by two notches from the level held by the Borrower at the time of sanction. Where an external credit rating is not available, the internal rating assigned by the lender shall be considered for this purpose. h)TCL has first right to refusal in case of LRD being availed by the borrower in the GV1 project. i)In case of conversion of the proposed term loan into lease rental discounting the tenor of the LRD facility will be as per the tenor of the lease entered by borrower.		

General Covenants	

The aforesaid facility/sanction are subject to the terms and condition set out in loan agreement or master terms and conditions and specific agreement to be executed by yourselves and shall be governed by the terms and conditions as contained in the loan agreement or master terms and conditions and specific agreement as well this sanction letter.Any change/addition in terms and condition of sanction shall be communicated through separate addendum Sanction letter.

"This Letter of sanction does not create any binding obligations on us to disburse funds till the execution of appropriate loan & security documents and till such time same may be cancelled without any prior notice."

This sanction shall stand revoked and cancelled without any notice ,if there are material changes in the Borrower's financial performance, Any material facts concerning the Borrower's profits or its ability to make payments under this loan agreement or any relevant aspects of its request for loan facility are withheld, suppressed, concealed, or are found to be incorrect or untrue

The Registered Master Terms and Conditions for the credit facility are available on our website at the link below: https://www.tatacapital.com/mastertc/commercial.html

We look forward to a mutually beneficial and long-term relationship, For any clarification or more information, you may like to contact us by e-mail at contactcommercialfinance@tatacapital.com.

This Letter of sanction hereby supersedes All Sanction letter & terms if any, issued / agreed for this facility.

Yours Truly,
For Tata Capital Limited

RAJEEV KUMAR JHA
Digitally signed by RAJEEV KUMAR JHA
Date: 2024.01.24 14:59:09 +05'30'

Authorized Signatory

I/we accept all the terms and conditions which have been read and understood by me/us.

Accepted

CRESCENTIA LABS PRIVATE LIMITED

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2024.01.25 17:47:56 +05'30'

Borrower

Accepted

SDNMKJ REALTY PRIVATE LIMITED

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2024.01.25 17:48:14 +05'30'

Co Borrower

Accepted

JMK GEC REALTORS PRIVATE LIMITED

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2024.01.25 17:48:28 +05'30'

Co Borrower

Accepted

MODI PROPERTIES PRIVATE LIMITED

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2024.01.25 17:48:41 +05'30'

Co Borrower

Accepted

TEJAL MODI

Tejal Modi
Digitally signed by Tejal Modi
Date: 2024.01.25 18:02:05 +05'30'

Guarantor

Accepted

SOHAM MODI

SOHAM SATISH MODI
Digitally signed by SOHAM SATISH MODI
Date: 2024.01.25 17:48:57 +05'30'

Guarantor