







This agreement for term loan (this "Agreement") is executed at the place and on the date as mentioned in Serial No. 1A and Serial No. 1B of the Annexure 1 hereto respectively:

BETWEEN

TATA CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956, CIN No. U65990MH1991PLC060670, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and having one of its branch offices at the address mentioned in Serial No. 2 of the Annexure 1 (hereinafter referred to as the "Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part

AND

The Obligors as detailed in Serial No. 3 of the Annexure 1 hereto {the "Obligors", which term shall, unless repugnant to the context be deemed to include the persons as the Master Terms and Conditions registered on 17/11/2023 with the Joint Sub-Registrar at Mumbai under registration No. BBE-3/22823/2023.("T&Cs")} of the Other Part.

WHEREAS:

- (a) The Obligors have approached the Lender with a request to grant the Facility as set out in Serial No. 5 of Annexure 1 hereto, to the Borrower for the Purpose as mentioned in Serial No. 4 of Annexure 1 hereto, and the Lender has agreed to lend to the Borrower the Facility on certain terms and conditions contained herein and the T&Cs.
- (b) The Lender has agreed to extend the Facility to the Borrower, on the faith of the undertakings, representations and warranties made by the Obligors and as more particularly stated in the Facility Documents.

1. Definitions & Interpretation

- (a) The capitalised terms wherever used in this Agreement, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs.
- (b) The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Agreement.

2. Facility

- (a) The Borrower agrees to borrow and the Lender agrees to grant to the Borrower, the Facility, being the amount specified at Serial No. 5 of Annexure 1 hereto, on terms and conditions contained herein and the T&Cs for the Purpose as stated herein.
- (b) The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Facility except with prior written approval of the Lender and upon payment of such cancellation charges as set out in Annexure 1 attached hereto). However, the Obligors shall remain liable to pay the Outstandings under the Facility as per the terms of this Agreement.

3. Repayment and Interest

- (a) The Instalments and all other Outstandings from time to time shall be paid / repaid by the Borrower on or before the respective Due Date(s) in accordance with the Repayment Schedule as set out in Serial No. 8 of Annexure 1 hereto, which shall be deemed accepted by the Obligor /s.
- (b) If mutually agreed between the Lender and the Borrower, the Borrower may choose either fixed Rate of Interest or floating Rate of Interest. Such choice of the Borrower shall be specifically indicated by the Borrower by mentioning the correct option under Serial No. 9 of Annexure 1 hereto.
- (c) The Borrower agrees that the Lender shall have the right to reset the Rate of Interest on Interest Reset Date for the next period as set out in Sanction Letter, at a rate decided by the Lender from time to time. Such revised Rate of Interest would be communicated by the Lender to the Borrower on or before such number of days as set out in Sanction Letter, before such Interest Reset Date. In the event the revised Rate of Interest is not acceptable to the Borrower, the Borrower shall give notice of the same in writing to the Lender no later

than within such number of days as set out in Sanction Letter, from such date when the revised Rate of Interest is communicated to the Borrower and shall mandatorily repay to the Lender in full, all amounts outstanding under the Facility including all other costs, charges, interest or dues, without payment of prepayment fee or penalty within such number of days as set out in Sanction Letter, days from the Interest Reset Date.

(d) Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be payable currently at the rate set out in Serial No. 10 of Annexure 1 hereto and the Interest shall be computed on the actual daily outstanding principal balance of the Facility on the basis of a [360/365] days' year and actual number of days elapsed and compounded with monthly rests on the outstanding balance of the Facility at the end of every calendar month.

4. Penal Interest and Charges

A. Penal Interest

In case of default by the Obligors in the repayments of the Facility on the relevant Due Date, the Lender shall have a right at its option to charge Penal Interest as more particularly set out in Serial No. 11 of Annexure 1 hereto for the period during which such default continues.

B. Other Charges

The Obligors shall be liable to pay charges as set out in Serial No. 12 of Annexure 1 hereto.

5. Prepayment

The Borrower may prepay the entire Outstandings in part or in full to the Lender after notice in writing, of minimum number of days as given in Serial No. 6 of Annexure 1 hereto, of the Obligors' intention to prepay and paying to the Lender in full the Outstandings. Further on every prepayment, prepayment charges as set out in Serial No. 7 of Annexure 1 attached hereto, would be applicable at such rates as decided by the Lender from time to time.

6. Insurance

The Obligors hereby undertake and agree to comply and abide by the terms of the insurance as more particularly provided in the T&Cs.

7. Security

- (a) The Obligors agree to provide the Security as detailed in Serial No. 13 of Annexure 1 hereto and having a ranking as mentioned in the Facility Documents, in favour of the Lender on the terms and conditions as more particularly provided in the Facility Documents and in the form and manner/acceptable to the Lender, for securing the Outstandings in terms of the Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Obligors to the Lender in whatsoever capacity.
- (b) The Obligors further agree that the Obligors shall promptly provide and furnish such other Security as more particularly set out in Serial No. 14 of Annexure 1 hereto.

8. Guarantee

(a) In consideration of the Lender, at the request of the Guarantor, granting the Facility to the Borrower on the terms and conditions appearing in the T&Cs and this Agreement, the Guarantor, hereby guarantees the due payment and discharge of all the Obligors' liabilities to the Lender and performance of the obligations of the Obligors under this Facility Documents, whether such liability is incurred before or after the date hereof, and whether incurred by the Obligors alone or jointly with other(s), and in whatever capacity whether as Obligor or surety or otherwise and whether such liabilities have matured or not, and whether they are absolute or contingent, including all liabilities in respect of advances, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable or non-negotiable instruments drawn, accepted, endorsed or guaranteed by the

Obligors, and in respect of interest with monthly/quarterly rests, commission and other usual or reasonable banking charges and in respect of all costs, charges and expenses which the Lender may incur in paying any rents, rates, taxes, duties, calls, instalments, legal or other professional charges, or other outgoings whether for insurance, repairs, maintenance, management, realization or otherwise in respect of the Secured Assets or any other property, movable or immovable, or any chattels or actionable claims of scrip securities or title deeds pledged, mortgaged or assigned to or deposited with the Lender as security for the due payment and discharge of the Obligors' liability to the Lender.

(b) The Guarantor hereby undertakes and covenants to abide and comply with the Guarantor's undertaking as more particularly given in the T&Cs.

9. Margin Money

The quantum of Margin Money, if any, to be paid by the Borrower simultaneously with the execution of this Agreement is provided in Serial No. 15 of Annexure 1 hereto.

10. Costs and Expenses

The Obligors shall be liable to pay Dishonour Charges and such other charges, costs, expenses, including legal expenses and incidental expenses related to and arising out of Facility as set out in Serial No. 12 of the Annexure 1 attached hereto.

The Lender in its sole and absolute discretion reserves the right to periodically review, revise, re-negotiate, waive any such charges or levy any new charges where the same arises on account of any change in law or regulation. Notwithstanding the same, the Lender also reserves the right to review and revise such charges in accordance with regulatory guidelines. Any revision in such charges or levy of new charges shall be updated by the Lender on its website (www.tatacapital.com) or otherwise intimated to the Obligors. The Obligors shall be liable to pay such charges without any demur or delay and shall not be entitled to raise any objections.

11. Disclosure

- (a) The Obligors hereby agree and consent for disclosure and sharing of the information and data and for being contacted vide various communication modes notwithstanding their names and / or numbers appearing in the Do Not Call or Do Not Disturb registry, as per the terms and conditions contained in the T&Cs.
- (b) The Obligors hereby gives specific consent to the Lender for disclosing / submitting the financial information pertaining to the Facility to any Information Utility ("IU") in terms with the Insolvency and Bankruptcy Code, 2016 ("the Code") read with the relevant Regulations/ Rules, as amended from time to time. The Lender shall be entitled to deduct/charge the Obligors upfront towards such cost/ charges as may be applicable for such filings to be made with IU.

12. Other Conditions

- (a) The Obligors shall abide by all terms and conditions as specified in the T&Cs and annexures attached hereto including without limitation general and special covenants mentioned therein, which shall form an integral part of this Agreement as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Agreement and the T&Cs, the terms of this Agreement shall prevail.
- (b) Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.
- (c) Each of the Parties hereby agrees that the terms and conditions as mentioned in the T&Cs shall stand amended only to the extent as mentioned in Serial No. 16 of the Annexure 1 hereto.
- (d) The Obligors hereby state that the Obligors have read and understood the T&Cs, a copy of which is available on the website www.tatacapital.com. and at the branches of the Lender, and hereby agree to be bound by the terms and conditions as contained in the T&Cs read with this Agreement. The Obligors hereby state and confirm that they have entered into the Facility Documents voluntarily and knowingly and out of their own free will, volition and accord and have not done so pursuant to any duress, coercion and/or undue-influence.
- (e) The Lender shall issue notices or make communication through electronic mode by E-mail on the domain E-mail IDs, provided by the Obligors from time to time

- (f) The Obligors hereby understands that the Lender may, if required, seek information or documents in addition to what is mentioned in its KYC-PMLA Policy and the Obligors hereby consent to the same and agree to provide such information or documents.
- (g) The Obligors declares that all the details furnished are true, correct and up to-date in all respects and that the Obligors have not withheld any information whatsoever. The Obligors undertake to inform the Lender of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, the Obligors are aware that the Obligors may be held liable for it.
- (h) More particularly, the Obligors hereby consent to the Lender updating/furnishing the Obligor's KYC data on the Centralised KYC Registry ("CKYCR") or such other database or repository as may be prescribed from time to time as also access, download and procure data therefrom and rely upon the same for the purpose of KYC checks and it shall be the Obligors's responsibility to ensure that the data is correct and updated and to immediately intimate in writing in case of any changes to the data. The Lender may also verify the data in such manner as it deems fit and seek additional information or perform enhanced due diligence. The Obligors consent to receive information/intimation from the Lender/CKYCR through SMS/Email on the above registered number/Email address notwithstanding my/our names and / or numbers appearing in the Do Not Call or Do Not Disturb registry.
- (i) In case where any of the borrower/s are individuals, the mobile number as submitted by such individual borrower/s is the same as the one available and registered with the Unique Identification Authority of India ("UIDAI"). Such borrower/s undertake to inform the Lender of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, the borrower/s is aware that such a misleading/misrepresenting information shall be considered as fraud and shall be consequentially liable for appropriate actions under the applicable laws.
- (a) 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/3mEzTjg. You confirm that you have read, understood and accepted the same.

13. Arbitration

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under these T&Cs or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration by a sole arbitration to be appointed as per the procedure below and to be held at such place as agreed by the Parties in Serial No. 17 of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' relevant experience. The Respondent shall either:

- (i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("**Notice Period**"); or
- (ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties.

In the event, the Respondent conveys its objection as per (ii) above then the sole arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligors.

14. Jurisdiction

Subject to Clause 13 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 18 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consents to that jurisdiction.

15. Miscellaneous Terms

- (a) This Agreement is the Specific Agreement as referred to in the T&Cs.
- (b) In case the Obligors or any of them are not conversant with English, the Obligors confirms that the contents of this Agreement and the T&Cs were read out, explained and interpreted to such Obligors who are not conversant with English, in their respective vernacular language and thereafter Annexure 1 to this Agreement were duly filled in and understood by the Obligors and the signatures of the Obligors were taken on this Agreement.
- (c) In case of digital execution of Facility Documents by all Parties, the Obligors, may apply electronic signatures on the Agreement by authenticating themselves through biometric or OTP using trusted third party, services or through an e-sign service provider or such other mode as acceptable to the Lender. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by Obligors with the intent to sign, authenticate or accept such contract or record electronically) hereto or to any other agreement or document related to the Facility contemplated by this Agreement and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable laws and shall be admissible in evidence as Original documents/records in any proceedings before any court or tribunals or before any statutory or regulatory or government authorities under the applicable laws without further proof or production and the Obligors hereby waive any objection to the contrary
- (d) This Agreement may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Agreement.

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

Signed and delivered by the within named Lender Tata Capital Limited by the hands of its Authorized Signatory/ Constituted Attorney Mr. Rajeev Jha	For Tata Capital Limited Authorised Signatory / ies
Signed and delivered by the within named BORROWER - 1 (Crescentia Labs Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	BORROWER - 1SIGNATURE

Signed and delivered by the within named CO-BORROWER – 1 (Modi Properties Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	CO-BORROWER - 1 SIGNATURE
Signed and delivered by the within named CO-BORROWER – 2 (JMK GEC Realtors Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	CO-BORROWER - 2 SIGNATURE
Signed and delivered by the within named CO-BORROWER – 3 (SDNMKJ Realty Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	CO-BORROWER - 3 SIGNATURE
Signed and delivered by the within named SECURITY PROVIDER - 1 (Crescentia Labs Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	SECURITY PROVIDER - 1 SIGNATURE
Signed and delivered by the within named SECURITY PROVIDER - 2 (Modi Properties Private Limited) for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	SECURITY PROVIDER - 1 SIGNATURE
Signed and delivered by the within named GUARANTOR - 1 for self or through the hands of its Authorised Signatory/s Mr. Soham Satish Modi	GUARANTOR - 1 SIGNATURE
Signed and delivered by the within named GUARANTOR - 2 for self or through the hands of its Authorised Signatory/s Mrs. Tejal Soham Modi	GUARANTOR – 2 SIGNATURE

ANNEXURE 1

1A)	Place of Execution	Hyderabad
1B)	Date of Execution	27 th January 2024
2)	Branch Office Address of Lender	Plot Number 3 to 6, Auto Plaza, Road Number 3, Banjara Hills, Hyderabad, 500034
3)	Details of the Borrower/s-1	a) Name: Crescentia Labs Private Limited b) Constitution: Private Limited Company c) Address: Plot Number 15-B, MN Park, Phase-I, Survey Number 230 to 243, Turkapally, Shamirpet, Medchal-Malkajgiri District, Hyderabad, Telangana - 500078 d) E-mail
	Details of the Co-Borrower-1	a) Name: Modi Properties Private Limited b) Constitution: Private Limited Company c) Address: 5-4-187/3&4, Soham Mansion, MG Road, Hyderabad, Telangana, 500003 d) E-mail
	Details of the Co-Borrower - 2	a) Name: JMK GEC Realtors Private Limited b) Constitution: Private Limited Company c) Address: 5-2-223 Gokul Distillery Road, Secunderabad, Telangana, 500003 d) E-mail
	Details of the Co-Borrower-3	a) Name: SDNMKJ Realty Private Limited b) Constitution: Private Limited Company c) Address: 5-2-223 Gokul Distillery Road, Secunderabad, Telangana, 500003 d) E-mail
	Details of the Security Provider -1	a) Name: Crescentia Labs Private Limited b) Constitution: Private Limited Company c) Address: Plot Number 15-B, MN Park, Phase-I, Survey Number 230 to 243, Turkapally, Shamirpet, Medchal-Malkajgiri District, Hyderabad, Telangana - 500078 d) E-mail
	Details of the Security Provider -2	a) Name: Modi Properties Private Limited b) Constitution: Private Limited Company c) Address: 5-4-187/3&4, Soham Mansion, MG Road, Hyderabad, Telangana, 500003 d) E-mail
	Details of the Guarantor/s-1	 a) Name: Mr. Soham Satish Modi b) Constitution: Individual c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034 E-mail
	Details of the Guarantor/s-2	 a) Name: Mrs. Tejal Soham Modi b) Constitution: Individual c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034 d) E-mail
4)	Purpose	As per sanction letter dated 23 rd January 2024 having reference no. CF/TL/HYD/16270 and as may be modified from time to time (" Sanction Letter ").

Facility	Amount of Rs. 30,00,00,000.00 (Rupees Thirty Crores only) as per Sanction Letter dated 23 rd January 2024 as may be modified from time to time.
	Total aggregating to Rs. 30,00,00,000.00 (Rupees Thirty Crores only)
No. of days for giving notice in relation to Pre-Payment	As per Sanction Letter and as may be modified from time to time
Prepayment charges	As per Sanction Letter and as may be modified from time to time
Repayment Schedule	Repayment Schedule as communicated to the Obligors from time to time.
Type of Rate of Interest	As per Sanction Letter
Rate of Interest Payable	As per Sanction Letter
Penal Interest	As per Sanction Letter
Other Charges	
Non-creation of Security	As per Sanction Letter
Delayed/non submission of stock	As per Sanction Letter
Valuation	As per actuals
Non- adherence of financial covenants of Sanction	As per Sanction Letter
TSR fees / Title search fees	As per actuals
Delayed/non submission of stock statement	As per Sanction Letter
Delayed First Insurance cover note.	As per Sanction Letter
renewal of Insurance on due date	
ROC and CERSAI filling	As per Sanction Letter
Stock Audit charges	As per Sanction Letter
	No. of days for giving notice in relation to Pre-Payment Prepayment charges Repayment Schedule Type of Rate of Interest Rate of Interest Payable Penal Interest Other Charges Non-creation of Security Delayed/non submission of stock statement Valuation charges Non-adherence of financial covenants of Sanction Letter TSR fees / Title search fees Delayed/non submission of stock statement Delayed First Insurance cover note . and non renewal of Insurance on due date ROC and CERSAI filling Stock Audit

	No.	As non-Constinut offer
	Non-	As per Sanction Letter
	refundable	
	processing	
	fees	
	Cancellation	As per Sanction Letter
	charges	
	Documentatio	As per Sanction Letter
	n charges	
	Security	As per actuals
	Trustee fees	
	Dishonour	As per Sanction Letter
	charges	
	Switch Option	As per Sanction Letter
	charges	
	(applicable	
	only in case of	
	individual	
	personal	
	loans)	
		Primary:
		Exclusive charge by way of hypothecation of the present and future Current Assets
		of the company.
		Exclusive charge on the rental receivables of the building
		Exclusive sharps on the formal receivables of the samaning
		Collateral:
		Exclusive 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.
		Exclusive Charge by way of Hypothecation of the Immovable Fixed Assets of the
		Borrower
42)	Caarmitar	Others:
13)	Security	
		Extension of charge on the cash flow receivables of May flower Platinum project
		owned by Modi Properties Pvt. Ltd.
		Negative Lien on the SORP of the Mr. Soham Modi which is offered as collateral
		for CLOF facility with TCL
		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.
		Overall security cover of 1.5x to be maintained throughout the tenor of the loan.
	Additional	
	Security/Other	As nor Constian Latter
14)	Security (if	As per Sanction Letter
	any)	
		As non Constian Latter
15)	Margin Money,	As per Sanction Letter
- /	if any	

16)	Deviation to the T&Cs, if any	As per Sanction Letter	
17)	Place of Arbitration	[Chennai]	
18)	Jurisdiction	[Chennai]	
19)	Timelines	 (a) The Obligors shall provide an end use certificate to the Lender, as specified in Clause 2.7 of the T&Cs within timelines as mentioned in the Sanction Letter; (b) The Obligors shall provide deliver to the Lender such numbers of fresh PI(s) to replace such PI(s), as specified in Clause 5.14 and/or Clause 5.11 of the T&Cs and within timelines as specified in Sanction Letter; (c) Within 60 days / On a 30basis, the Obligors shall provide to the Lender, the TDS certificate in the Form No. 16A of the IT Act downloaded from the TDS Reconciliation Analysis and Correction Enabling System ("TRACES") website, as specified in Clause 5.25.5 of the T&Cs (d) Within 90 days, subject to the same being complied as more specified under the T&Cs, the Lender will refund to the Borrower an amount equivalent to the TDS amount paid by such Obligor upon receipt of the TDS Certificate, as specified in Clause 5.25.8 of the T&Cs (e) TDS refund claim will not be entertained by the Lender after the 30 days of the succeeding financial year, as specified in Clause 5.25.6 of the T&Cs (f) The Obligors may request for credit of the TDS amount by furnishing of the TDS certificate not later than 60 days of the succeeding financial year as specified in Clause 5.25.9 of the T&Cs (g) The Obligors shall be jointly and severally liable to indemnify and keep the Indemnified Person(s) indemnified and harmless, within 15days from the date of demand, as specified in Clause 19 of the T&Cs. 	
20)	Security Cover and terms thereof.	As per Sanction Letter	
		1. The Obligors undertakes to seek consent from the Lender incase of change in	
		composition of the Board of Director/s (if applicable).	
		2. The Obligors undertakes that all transactions with associate group company/ies	
		shall be genuine and bonafide transactions and on an arm's length basis.	
21)	Additional conditions (if any)	3. The Obligors undertakes to provide a certificate from a Chartered Accountant and Bank Account statements, within 30 days from the date of each disbursal. The Obligors shall furnish such other documents as may be required by the Lender, from time to time. 4. The Obligors agrees that the Lender shall have the right to call back the facility and/or increase the applicable Rate of interest (ROI) by 2.00% on 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 Obligors 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 5. Any other conditions as per Sanction Letter	