

DEED OF SETTLEMENT

This Deed of Settlement (hereinafter referred to as "**Deed**") is made and entered into at Hyderabad, on this ___ day of December, 2019, by and between –

MODI PROPERTIES PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered office at 5-4-187/3 & 4, Soham Mansion, M G Road, Secunderabad, Hyderabad, 500 003, represented by Mr. Soham Modi, Managing Director, (hereinafter referred to as the "**Modi**") which expression shall unless repugnant to the subject or context thereof mean and include its heirs, executors, successors and administrators of the FIRST PART;

AND

M/S. ONORA HOSPITALITY PRIVATE LIMITED, a company registered under the Companies Act, 1956 and having its registered office at 786, 12th Main, First Cross, Indira Nagar, Bangalore- 560 005, represented by Ashish Vohra, Director, (hereinafter referred to as the "**Onora**"), which expression shall unless repugnant to the subject or context thereof mean and include its heirs, executors, successors and administrators of the SECOND PART;

AND

Modi and Onora are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

- A. Mr. Valmick K. Desai HUF, Mr. Vinod K Desai HUF, Mr. Subodh K. Desai HUF, Mr. Mahesh K. Desai HUF, Mr. Sharad J Kadakia; and Mr. Rajesh J Kadakia ("**Lessors**") by way of Property Management Agreement dated 11 August 2014 have assigned the sole responsibility of managing and collecting the rents and amenities charges on behalf of the Lessors for the S. M. Modi Commercial Complex bearing Municipal Nos. 5-4-187/5/11, 15, 16, 17, 18 & 19, situated at Karbala Maidan, Necklace Road, Secunderabad admeasuring extent of 19,737 Stf. ("**Building**") to Modi.
- B. The Lessors by way of a registered Lease Deed dated 29 November 2014 bearing document No. 175 of 2015 and Amenities Agreement dated 29 November 2014 bearing the document no. 176 of 2015 ("**Contracts**"), granted the leasehold rights for the Building and fit outs in the Building to Onora.
- C. While Onora made payment of the Rent (For brevity, the term "**Rent**" shall mean the rent payable under the Contracts) for the Building until the month of March 2017, Onora defaulted in paying the Rent from the month of April 2017, and an amount of Rs. _____ still remains due as on the date of execution of this Deed, detailed list of computation is set out in Annexure I ("**Pending Amount**").
- D. In spite of repeated reminders as no payments were forthcoming from Onora, Modi got issued a demand notice dated 27.08.2019 under Insolvency and Bankruptcy Code, 2016, against Onora. Upon receipt of

the demand notice, after series of discussions and negotiations, Onora has indicated that they are desirous of discontinuing the hotel business at the Building, and hence have come forward to settle all other disputes between them and Modi amicably.

- E.** Without prejudice to Modi's rights under law and equity, in view of the representation of Onora, Modi has agreed to such settlement of the Pending Amount, subject to strict compliance of the terms and conditions recorded hereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

Article 1: Settlement Process and Consideration

- 1.1. Onora confirms that the Pending Amount i.e. outstanding rentals from the month of April 2017 have not been tendered by Onora to Modi.
- 1.2. Onora shall pay the Pending Amount and vacate the Building by handing over vacate possession of the same to Modi on as is where is basis, by 31 January 2020.
- 1.3. Onora shall pay the Pending Amount as well as rentals for the month of December 2019 and January 2020, amounting to Rs. [•] ("**Due Date**"), to Modi before 31 January 2020 in the manner set out in Annexure II.
- 1.4. Upon delay in payment of the installments, Onora shall be liable to pay interest to Modi on such amount at the rate of _____ % from the Due Date till the date of actual payment.
- 1.5. Onora hereby agrees that, Modi's representatives shall have the right to enter the premises of the Building on 4 December 2019 to (i) conduct the inspection of the present situation of the Building; (ii) shoot photographs in the interior and exterior premises of the Building; and (iii) take charge and create list of the inventories present in the Building.
- 1.6. Onora hereby agrees to furnish the list of inventories owned by it and are present in the Building to Modi within [•] days from the execution of this Deed, and only upon approval of the list by Modi, Onora shall be given the ownership to such inventories at the time of vacating the Building.
- 1.7. Notwithstanding anything contained in this Deed, if Onora defaults any terms contained under this Deed or law, Modi shall have the right to exercise the rights and remedies available to it under the applicable laws and equity.

ARTICLE 2: Indemnity

- 2.1 Onora ("**Indemnifying Party**") shall indemnify and hold harmless Modi ("**Indemnifying Party**") from and against all losses, claims, damages to property, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees,

incurred/sustained by or caused to the Indemnified Parties on account of any (i) misrepresentation or breach of obligation or warranty under this Deed by the Indemnifying Party; and (ii) violation of any applicable laws; (iii) any claims made by statutory authorities, third party, etc., in connection with Onora's use of the Building.

ARICLE 3: Mutual representations and Warranties

3.1 Onora represents that:

- (i) Mr. Ashish Varora is its bonafide Constituted Attorney appointed by a valid Power of Attorney and Onora further ratifies all the actions taken by the said Constituted Attorney starting from the negotiation and reconciliation process with the Onora till entering upon this Deed.
- (ii) the execution and delivery of this Deed, the consummation of the transactions contemplated herein, and the performance of its obligations hereunder have been duly authorized by all requisite corporate actions on Onora including all approvals as may be necessary by directors, members, or shareholders, as appropriate;
- (iii) it is financially capable to execute this Deed;
- (iv) it understands that time is an essence of this Deed, and Onora shall make the scheduled payments mentioned in Annexure II on time;
- (v) its entry into and performance of this Deed would not conflict or violate any applicable law, rule or decree, judgement or order of court of law as of the date hereof.
- (vi) this Deed constitutes the legal, valid, and binding obligation, enforceable against Onora in accordance with its terms; and

3.2 Modi represents that –

- (i) Modi declares that Mr. Soham Modi is the Managing Director of Modi and Modi further ratifies all the actions taken by Mr. Soham Modi starting from the negotiation and reconciliation process with the Company till entering upon this Deed.
- (ii) the execution and delivery of this Deed, the consummation of the transactions contemplated herein, and the performance of its obligations hereunder have been duly authorized by all requisite corporate actions on Modi including all approvals as may be necessary by directors, members, or shareholders, as appropriate;
- (iii) the amount arrived at being a sum of Rs, is the full and final amount which Onora have agreed to pay and after such payment, along with interest, if any, Modi shall have no demand against Onora in respect of the Pending Amount.

IN WITNESS WHEREOF the Parties have caused this Deed to be duly executed on the date year first hereinabove written at [•]:

ANNEXURE -I

[Please enclose details of all pending amount]

ANNEXURE - II

Instalment No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
	TOTAL	

AGREED TO AND ACCEPTED BY:

For MODI PROPERTIES PRIVATE LIMITED: FOR ONORA HOSPITALITY PRIVATE LIMITED:

Mr. _____
[Designation]
Date:

WITNESS:

Mr. _____
[Designation]
Date:

Witness

Name:
Fathers Name:
Age:
Address:

Name:
Fathers Name:
Age:
Address: