

Rate of Interest: The borrower/s agree/s to pay interest @ **13.0% p.a.** (Repo linked lending rate) which is **6.50 %** over and above the RBI Rate-Repo (Reference Rate) liable to change on quarterly basis or on such periodicity as per the policy of the bank and RBI guidelines from time to time which is at present **6.50 % p.a** compounded at monthly rests together with all costs charges etc.

The interest will be calculated based on the daily balances in the loan accounts and such interest will be added to the balance outstanding thereby capitalized as principal sum at the end of every calendar month in case of Demand loans and as per the schedule in case of Term Loans.

The Borrowers hereby undertakes to pay the interest in the loan account as and when debited during the holiday period, if any, allowed.

If the Bank, at the request of the Borrowers or as per RBI guidelines, expressly waives payment of interest during the moratorium, the interest accrued during the moratorium period will be capitalized and added to the principal sum and upon commencement of the repayment period, the same shall be repaid by the Borrowers as agreed upon herein.

Revision of interest rate: The Borrowers agrees that Bank may review and revision of Repo Rate on quarterly basis or on such periodicity as determined by the bank and permissible under the RBI guidelines from time to time. The Borrowers further agrees that the Bank may change the customer specific charges or the term premium or the risk premium or other charges/premium at any time or from time to time and consequent to such revision in the Repo Rate if the lending rate changes the Borrowers agrees to pay the interest at the **changed lending rate**.

The Borrowers(s) has/have understood and agreed that:

- The lending rate on the loan account has been priced by the bank based on the Repo Rate which in turn is based on the reference rates prescribed by RBI.
- Among the reference rates stated above the Repo Rate has been adopted by the bank for the time being and the bank shall be at liberty to review and/or revise periodically and adopt a different reference rate in tune with the RBI guidelines from time to time.
- Such revision/review/adoption of Repo Rate as stated above and as notified by the Bank in its Notice Board or Website or through other channels of mass communication shall be sufficient notice and the Borrowers waives individual notice of the change.

Interest Rate Re-set: Borrower agrees that the Bank is at liberty to re-set the floating lending rate on quarterly basis or on such periodicity as determined by the bank and permissible under the RBI guidelines from time to time, a) in case of any change in the internal credit rating given to the borrower or variation in the credit rating done by any other external credit rating agency, or b) due to changes in the economic environment or changes in RBI Guidelines or due to any other reason, and the borrower agrees to pay at the revised lending rate as above till the date of next re-set. It is further agreed by the Borrower that any improvement in credit rating or economic environment etc., does not entitle the borrower to claim reduction in the lending rate automatically.

- Further on increase in rate of interest the borrowers having an option available for Rate of interest Conversion from floating rate of interest to fixed rate of interest.
- During the tenure of the loan, due to interest reset, borrowers under Floating Rate can approach the Bank for the below request:
 - Enhancement in EMI or elongation of tenor or for a combination of both options

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Franking - 2008

Facility Agreement

A-16- (To be stamped as an hypothecation agreement)

GENERAL CREDIT FACILITY AGREEMENT

In consideration of M/s The Karur Vysya Bank Ltd. a Banking company incorporated under the provisions of the Indian Companies Act 1913 having its registered office at Erode Road, Karur-639002 and a branch inter alia at/ named **Retail Asset and Personal Banking Branch** hereinafter called the "Bank" (which expression shall include wherever the context admits its successors and assigns) at the request of **1. M/S Modi GV Ventures LLP**, Limited Liability Partnership Represented By Designated Partner: Mr. Soham Satish Modi, Having Principal Place of Business at: Second, 5-4-187/3 & 4 Soham Mansion, MG Road, Opp Bharath Petrol Bunk, Rani Gunj, Hyderabad -500011, Telangana and, **2. Mr. Soham Satish Modi**, S/O Mr. Satish Modi, aged about 54 years, residing at Plot No 280, Road No 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Banjarahills, Hyderabad -500034, Telangana **3. Mr. Gaurang Mody**, S/O Mr. Jayanti Lal, aged about 56 years, residing at Sapphire Apts Apt-105, Chikoti Gardens, Next to HDFC Lane, Begumpet, Secunderabad, Hyderabad -500016, Telangana. **4. Mrs. Tejal Modi**, W/O Mr. Soham Satish Modi, aged about 53 years, residing at Plot No 280, Road No 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Banjarahills, Hyderabad -500034, Telangana **5. Mr. Sachin Malve**, S/O Mr. Durga Das Malve, aged about 53 years, residing at 1-8-215/30/C, Park Avenue Colony, P G Road, Secunderabad, Hyderabad -500003, Telangana **6. M/s. Modi Housing Private Limited**, Represented by its Director: Mr. Soham Satish Modi, Having Principal Place of Business at, 2nd Floor, 5 4 187 3 and 4, Soham Mansion, M G Road, Secunderabad, Hyderabad -500003, Telanganas **7. M/s. Modi Properties Private Limited**, Represented by its Director: Mr. Soham Satish Modi, Having Principal Place of business at 2nd Floor, 5-4-187/3 & 4 Soham Mansion, MG Road, Secunderabad, Hyderabad -500003, Telangana hereinafter called the "**Borrower/s**" (which expression shall include wherever the context so admits, its heirs, administrators, successors and assigns) opening and/or continuing in the Books of the Bank, a Banking Account or Accounts of the Borrower/s and from time to time at the request of the Borrower/s, giving him/them such advances/credit facilities as he/ they may require and the Bank may be willing to make available to the extent of **Rs. 5,00,00,000/- (Rupees Five Crores only)** for the purpose of meeting day to day expenses. It is hereby agreed between the Bank and the Borrower/s as follows:

Whereas the Bank, at the request of the Borrower/s, has granted/agreed to grant the credit facilities to the Borrower/s, as described in the Schedule-I, on or after execution of this agreement.

Whereas the Borrower/s has agreed to avail the loan/credit facility on the terms, conditions and covenants herein contained or contained in any other document connected to the loan.

Loan/Limit: Credit facilities for an aggregate amount not exceeding **Rs. 5,00,00,000/- (Rupees Five Crores only)** more fully described in the Schedule-I.

Purpose: Business purpose

Documentation charges/Upfront fee/Processing charges : Simultaneously with the execution of this agreement, the Borrower/s shall pay to the Bank the sum specified in the sanction letter as non-refundable charges along with applicable Service Tax.

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(ii) to prepay, either in part or in full

Borrower allowed to switch based on the tenor of the loan as follows:

<u>Loan tenor</u>	<u>No of Times</u>
>20 years	6 times
>15 to 20 years	5 times
>10 to 15 years	4 times
>5 to 10 years	3 times
>3 to 5 years	2 times
<= 3 years	1 time

The foresaid grid is applicable for once in 2 years.

Security: In consideration of the Bank having granted/agreed to grant the loans/ credit facilities, the Borrower/s has agreed/undertaken and declare that the Movable/ Current/Fixed Assets as mentioned in the Schedule-II & IV hereunder, will be and stand charged to the Bank by way of first hypothecation charge/second hypothecation charge basis, as security for the loans and also for all indebtedness or liabilities of the Borrower/s to the Bank together with all interests, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security.

Undertaking: The Borrower/s hereby agree and undertake to create security by way of a FIRST/SECOND charge on the immovable properties of the Borrower/s as specified under Schedule-V by creating a valid equitable mortgage by deposit of title deeds /Registered Mortgage or any other form of mortgage on the Schedule mentioned properties in favour of The Karur Vysya Bank Limited or the Lead Bank of the Consortium or the existing lenders who have secured their loans under the Multiple Banking Arrangement, as the case may be, within the time permitted by the Bank and further agrees to keep the said immovable properties free of any encumbrance, charge or obligation, till creation of such mortgage.

The Borrower/s further declare and confirm that the Schedule of properties are free from all encumbrances of any type inclusive of court attachments, injunctions or demands by any other creditor and that the bank is entitled to have the security without any hindrance or whatsoever except paripassu charges created/to be created in favour of other banks/FIs.

The Borrower/s further undertake and agree with the bank that they will not alienate the Schedule of properties in any manner and in favour of anybody without the specific permission from the Bank till such time the entire outstanding payable on this agreement are repaid in full together with the interests, costs, charges, etc. except paripassu charges created/to be created in favour of other banks/FIs.

The Borrower/s further declare and confirm that the Company is the true and absolute owners of the Schedule of properties having clear marketable title and nobody has got claim over the Schedule of properties other than the lenders who have a charge over those assets on pari passu basis as per the schedule hereunder.

That the Borrower/s shall be at liberty from time to time in the ordinary course of business to sell or dispose of any of the said goods or realize any of the book debts from his/their debtors but proceeds of the goods sold or the proceeds of book debts realized, shall be held in trust for the Bank and as soon as the same are received shall be paid to the bank to the credit of the cash credit account.

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Repayment: The Term Loan, along with interest, is repayable as per the terms stipulated in the Schedule-III given below.

TERM LOANS:

Payment of interest during holiday/moratorium: The Borrower/s hereby undertakes to pay the interest accrued in the loan account during the holiday period, if allowed, as and when debited.

If the Bank, at the request of the Borrower/s or as per RBI guidelines, expressly waives payment of interest during the moratorium period, the interest accrued during the moratorium period will be capitalized and added to the principal sum on commencement of the repayment period and the same shall be repaid along with principal as per the agreed repayment period.

Term Loan Pre-payment in EMI Loans: If the Borrower/s wishes to pay any instalment or part thereof ahead of the agreed repayment schedule (henceforth called as pre-payment), Borrower/s is entitled to do so either under "Partial Pay-off" method OR under "Advance payment" method.

- a) Partial pay off method: The prepaid amount will be credited to the loan account and reduces the principal outstanding. However, Borrower/s should continue regular repayment of future instalments. The repayment terms of the loan will be rescheduled by either keeping the term as fixed or EMI amount as fixed, as per the option of the customer.
- b) Advance payment method: The prepaid amount would be kept in RPA (Repayment pending appropriation) account and it will not result in reduction of principal amount. As and when the future instalments fall due, the amount available in 'Repayment pending Appropriation' account would be appropriated towards such dues.

Term Loan Pre-payment in non-EMI Loans: Pre-payment can be made only under 'Advance payment' method. The prepaid amount would be kept in RPA (Repayment pending appropriation) account and it will not result in reduction of principal amount. As and when the future instalments fall due, the amount available in 'Repayment pending appropriation' account would be appropriated towards such dues.

It is hereby agreed that the Borrower/s can chose either of the options at the time of pre-payment but once the option is exercised, it cannot be changed later for that occasion.

Pre-closure charges: The Borrower/s hereby undertakes and agrees that the bank shall be entitled to and recover/impose prepayment/pre-closure charges for the full or partial closure of the credit facilities of the Borrower/s by any means other than as stipulated under the sanction terms and such prepayment/pre-closure charges shall be at% or at such rate as stipulated by the bank as per its policy from time to time;

- (a) On the sanctioned working capital Limits (Both Fund and Non-Fund based Limits) and
- (b) On the balance outstanding in case of other credit facilities (Term loans & machinery loans etc.,) as appearing in the bank's books, save as otherwise agreed by the bank in writing in favour of the Borrower/s.

Penal Charges: Non-compliance of material terms and conditions of the loan contract by the borrower/co-obligant/guarantor will entitle the Bank to collect 'penal charges'. The 'penal charges' will not be capitalized and no further interest will be computed on such 'penal charges'. The Bank shall collect penal charges at 3.00 % p.a. + Taxes as applicable on following:

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1. On outstanding/ overdue quantum of the loan for delayed payment period.
2. Non-compliance of core / material terms and conditions etc.
3. Non-compliance of any other identified material terms and condition in due course.

Penal charges are levied for the following instances:

1. Default in payment of interest debited/due during the holiday period.
2. Default in repayment of instalment amount as per the repayment schedule in Term Loans.
3. Default in payment of interest debited/due in the working capital account and over drawings in the working capital account beyond the drawing power (DP)/Limit.
4. Over drawings in the Fund Based Working Capital limits/accounts on account of invocation of Bank guarantee / devolvement of Letter of credit/ return of bills purchased/discounted.
5. Non-regularization of Adhoc/Exceeding/other temporary limits on due date.
6. Delay in submission of stock statements and CA certified Book debt statements or any other stipulated statements (including statement for review/renewal of limit), within the permitted timeline stipulated in sanction terms;
7. Delay/Failure to register charge (fresh/modification) in favour of the Bank with ROC, SRO etc., within the prescribed time period.
8. Delay in Security perfection beyond the stipulated period by the Sanction authority.
9. Delay in submission of Pari-passu Charge creation.
10. Non-submission /delayed submission of FFRs and other statements within the due dates stipulated by the sanctioning authority.
11. Account is in SMA1/SMA2 status continuously for a period of 3 months & above.
12. On classification of the account as NPA as per IRAC norms.
13. On declaration of the account as Fraud as per RBI guidelines.
14. Non-submission of Audited Balance sheet before 31st October of every year, i.e., within 7 months of end of financial year.

Non-compliance of any other material sanction terms/covenants as specified in the Sanction letter or other loan documents or any other written communication to the borrower/co-obligant/guarantor from time to time.

Cash Credit type Advances:

Interest Rate Re-set: Borrower/s agrees that the Bank is at liberty to re-set the fixed/floating lending rate due to change in the internal credit rating given to the Borrower/s or variation in the credit rating done by any other external credit rating agency, or due to changes in the economic environment or changes in RBI Guidelines or due to any other reason, once in year/s, which the Borrower/s agrees to pay. It is further agreed by the Borrower/s that any improvement in credit rating or economic environment etc., does not entitle the Borrower/s to claim reduction in the lending rate automatically. It is further agreed that the Borrower/s is liable to pay the agreed rate of interest till the date of re-set.

It is hereby agreed that the Borrower/s can chose either of the options at the time of pre-payment but once the option is exercised, it cannot be changed later.

Temporary accommodation : In the event, at the specific request of the Borrower/s, the Bank permits availment of limit in excess of the sanctioned limit by way of temporary accommodation, the Borrower/s agrees to pay interest at 3% over and above the applicable lending rate for the amount of exceeding and for the period for which such exceeding was allowed / availed.

Interchange of limits: If the Borrower/s desires to interchange the individual loan limits OR to avail sub-limits, within the overall Working Capital Facilities, the bank may consider the request of the Borrower/s to enable the Borrower/s to interchange the Working Capital Facilities or allow sub-limits, however, subject to a condition that the Borrower/s should not exceed the total limit granted under 'working capital facilities' which the Borrower/s. The security created by this document and the terms and conditions agreed herein shall be available/applicable to the changed limits also.

Margin: The Borrower/s undertake/s and agree/s to maintain the stipulated margin against the securities hypothecated during the continuance of this security and in case of depreciation/shortfall of the security the Borrower/s undertake/s to make good the shortfall by giving other sufficient property agreeable to the Bank as security or make a cash payment to the Bank and in default thereof the Bank may at once or any time thereafter (without prejudice to the Bank's other rights of recovery) sell the hypothecated securities and apply the sale proceeds towards payment of the loan / credit facilities and interest and monies owing on the said account. The bank is not obliged to make advances to the full extent of the sanctioned limit, if the required margin is not maintained. The Bank shall be entitled to and shall be at liberty to change from time to time the margins and the Borrower/s shall be bound by such change.

Commitment Charges: The Borrower/s shall pay to the Bank a commitment charge at NA on the unutilized portion, if the utilization is less than NA of the sanctioned limits or at the rates as may be fixed by the bank from time to time, on the un-drawn amount of the loan which is not utilized by the Borrower/s within the time limit stipulated by the bank. Such commitment charge shall accrue from the date set for draw down of each tranche of the loan or if no such date has been set, from the date of execution of this agreement and shall be payable along with interest charges.

Other terms & Conditions: It is hereby agreed:

That the Term Loan and any loan payable in instalments along with interest, will be repayable by instalments as stipulated in the Schedule given below, provided that in case of default in payment of any one instalment or any part thereof or any other irregularity on the part of the Borrower/s, the entire balance then outstanding with interests, costs, commissions and charges shall, if the bank so chooses, at once become due and payable.

That the Borrower/s shall, during the continuance of this agreement, keep the Bank fully informed of the place/s where the securities described in general terms in the Schedule/s hereto, are stored/installed/kept from time to time so that the securities in those places may deem to have been charged by way of first charge to the Bank.

That the Borrower/s agrees that the bank shall have the absolute right and discretion, if not satisfied with the operations or conduct of the account or for any other reason, to decide whether or not to renew or allow further operations at its sole discretion without previous notice to the Borrower/s and without assigning any reason whatsoever and to recall at any time the moneys then due by the Borrower/s to the Bank in the said loan accounts.

That the Borrower/s shall, whenever so required by the bank, furnish to the Bank full particulars of all the Current Assets of the Borrower/s through a statement in a format prescribed by the bank and also furnish all financial statements/reports/ returns and any other information as may be required by the bank.

That the Borrower/s further agree/s that the bank may at its sole-discretion enter into inter bank participation arrangement with any bank/s or institutions of its choice without any reference to the

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Borrower/s. The Borrower/s agree/s that such participation arrangement, if any, arrived at by the bank with other bank(s)/ institution, shall be a matter between the bank and the other bank(s)/institutions and the Borrower/s is/are unconcerned with the same. However the bank shall be at liberty to furnish any information relating to the Borrower/s to such participating bank(s)/institution. The Borrower/s further confirms that notwithstanding such participation arrangement between the bank and other bank(s)/ Institution the Borrower/s shall be liable to make payment of the entire liabilities to the bank.

That the Borrower/s shall if so required by the bank cause and in default the Bank may itself cause board or boards with the name of the bank legibly and distinctly printed or written hereof to be placed and at all times maintained in a conspicuous portion upon the factory/godown/shop and/or other premises of the Borrower/s indicating that the goods/machineries/other movables are hypothecated to the Bank.

That the Borrower/s will, so long as any monies remain due and owing under the said loans, carry on and conduct the business of the Borrower/s and use the hypothecated properties in a proper and efficient manner.

That the Borrower/s shall not remove or dismantle any of the movables or other hypothecated properties now in use in the Borrower/ss' premises/factory/shop without the consent in writing of the bank including in cases where such removal or dismantling shall, in the opinion of the Borrower/s, be rendered necessary by reason of the same being worn out/deteriorated, injured, damaged or broken and in such case will replace so worn out, injured, damaged, broken or deteriorated by others of a similar nature and of atleast equal value and shall also whenever necessary renew or replace all such movables or other hypothecated properties with others of a like nature and value of as now used or henceforth to be used for the purpose of or in connection with the business of the Borrower/s as and when the same shall be worn out, injured, damaged broken or deteriorated.

That the Borrower/s will keep all the plant, machinery and other hypothecated properties in a good state of repair and in good working order and condition and housed in proper rain and weather proof premises.

That the agreement is made on the faith (a) of the declaration of the Borrower/s hereby make/s that the securities hypothecated are and will at all times be the absolute property of the Borrower/s (except for and subject to the security hereby created), and free from any other hypothecation, pledge, lien or claim or encumbrance and (b) on the undertaking hereby given by the Borrower/s that he/ they will not create a further mortgage or lien or any charge over the hypothecated securities during the currency of the loans. That all the securities which are now hypothecated and which stand hypothecated from time to time to the Bank, when left in the possession of the Borrower/s shall be held by him, and deemed to be held by him, only as agent for the Bank, in trust for the Bank, and the Borrower/s be accountable to the bank for all the securities hypothecated under this agreement and placed in the possession and control of the Borrower/s as agent for the Bank.

That the Borrower/s hereby agree/s on demand by the bank in that behalf to execute such other documents in favour of the bank as may be necessary or advisable to hypothecate or further assure/s the hypothecated properties in favour of the bank.

That in case the Borrower/s is a firm, no change in the constitution of such firm during the continuance of this agreement shall impair or discharge the liability of the Borrower/s or any one or more of them hereunder.

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That if the Borrower/s be more than one individual each one or any of them is/are authorized and empowered by the other/s of them to admit and acknowledge his/their liability to the bank by any payment into the account/s or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be construed to have been made on behalf of each of them.

That the Borrower/ss shall not be entitled to interest for any sum which may at any time stand to their credit in this account.

That this agreement is not to prejudice the rights and remedies of the bank against the Borrower/s irrespective and independent of this agreement in respect of any other advances made or to be made by the bank to the Borrower/s.

That a register or electronic record of the goods, produce, merchandise, stock, book debts and other similar assets hypothecated as security as aforesaid shall be kept by the Borrower/s at all times open to the inspection of the bank, in which shall be entered particulars of all goods, merchandise, produce, stock, book debts and similar assets hypothecated to the Bank under this Agreement. That all the said goods and all documents under this security shall always be kept distinct, ear-marked and held as Bank's exclusive property specifically appropriated to this security to be dealt with under the directions of the Bank. The Borrower/s shall furnish to the Bank monthly or at such intervals as the Bank may require, a schedule or copy of all the entries which shall have been in the said register as well as statement of stocks/book debts which stand hypothecated to the Bank and as contained in the said register/record at the close of the previous day and duly certified under the signature of the Borrower/s. The submission of statement of stock/book debts/other assets from time to time held by the Borrower/s will be as agent for the Bank and in nature of rendering of account by agent to principal and statement so submitted shall be the returns of the Borrower/s in his capacity as agent for holding the securities hypothecated to the Bank.

That the Borrower/s shall be at liberty from time to time in the ordinary course of business to sell or dispose of any of the said goods or realize any of the book debts from his/their debtors but proceeds of sale of the goods sold or the proceeds of book debts realized shall be held in trust for the Bank and as soon as the same are received shall be paid to the bank to the credit of the cash credit loan account/s.

That only those realizable book debts arising out of genuine business transactions and shown in the books of the Borrower/s will be given as security to the bank and such book debts alone would be taken into account and declared in the monthly statements for the purpose of calculating the drawing power. The Borrower/s specifically undertakes to exclude such book debts which are not realizable either due to default, closure of business, insolvency on the part of the Debtors, from the purview of the security offered to the bank.

That the overdue Book Debts, due beyond..... month/s would be excluded by the Bank while computing Drawing Power for determining the amount to be advanced to the Borrower/s.

The Borrower/s appoints and authorizes the Bank to collect, on their behalf, the Book Debts/Receivables due to them as their agent and the Borrower/s agrees to execute such power of attorney that may be required by the Bank for this purpose.

That the Borrower/s shall duly and punctually perform and observe all rents, rates, taxes, assessments and other outgoing whatsoever covenants and obligations which ought to be paid or

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observed or performed by the Borrower/s in respect of the property in which any of the hypothecated properties/securities may from time to time be kept / stored/ situated.

That the Borrower/s hereby agree/s that the bank may hold all securities belonging to Borrower/s which may now be in the bank's possession or which may at any time hereinafter comes into bank's possession, and the proceeds thereof respectively not only for the specific advance made thereon but also as collateral security for any other monies now due or which may at any time be due from Borrower/s to the bank, whether singly or jointly with another or others.

That the Borrower/s(s) hereby agrees that the Bank shall be entitled to avail the services of Recovery Agency/Agents for recovering the overdues at his cost as per its norms.

That the Borrower/s hereby agrees that in case of any clause under this agreement being inconsistent with the other, the one that is synonymous / closer to the spirit and letters of terms and conditions of sanction shall prevail and the bank's decision in this regard shall be final.

Notwithstanding anything contained in this agreement, allowing/continuing availment /disbursement of limits/credit facility(ies) shall always be at the discretion of the bank based on the credit risk involved and assessment of credit worthiness of the Borrower/s from time to time and as such, it is neither a matter of right for the Borrower/s to claim, for continuing to avail any facility(ies)/limits nor any consequential loss/ damage arising out of deprivation thereof. Mere exercise of forbearance by bank, as regards any transactions/terms and conditions being inconsistent with any clause hereinabove/elsewhere shall not entitle the Borrower/s to claim any right to continue the same.

That the Borrower/s hereby agrees that the sanction terms and conditions (C-1) shall be treated as part and parcel of this Agreement.

Cross Collateralization: Any security(ies) furnished by the Borrower/s, under any other agreement entered into/to be entered into with the Bank or its affiliates (sister concerns or concerns owned by related parties) either as Borrower/s or as Guarantor shall be deemed to be the security(ies) under this Agreement and the Bank shall be entitled to exercise any or all the rights under the respective agreements including but not limited to exercising right over any security(ies)/ charges/ mortgages available to the Bank under any of the loans / facilities including the present Loan extended by the Bank. The Borrower/s agrees that the security(ies) offered in respect of this shall be deemed to be continuing security(ies) in respect of all other loan(s)/ facility(ies) availed/to be availed by the Borrower/s from the Bank in the capacity as Borrower/s as well as Guarantor and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Bank.

Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be severable and this Agreement will be construed and enforced as if, such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

Borrower/ss Covenants: The Borrower/s declares that :

- (a) The loan now availed is within the overall borrowing powers of the Borrower/s imposed either by the Memorandum & Articles of the company, authorized by General Body of shareholders or as per the provisions of law in force;

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- (b) the Borrower/s is not in default under any law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which the Borrower/s is bound;
- (c) the copies, certified by the Borrower/s's Director/Secretary, of the Certificate of Incorporation and the Memorandum and Articles of Association of the Borrower/s, as furnished by the Borrower/s to the Bank are true and effective as on date;
- (d) the un-audited profit and loss account and the balance sheet of the Borrower/s furnished to the bank give a true and fair view of the results of the operations of the Borrower/s for that period and the financial position of the Borrower/s as of that date and that there has been no material change adverse to the business, assets, conditions or operations of the Borrower/s since that date;
- (e) no litigation or administrative or arbitration proceedings of or before any court /governmental authority or arbitrator is presently taking place, pending or is threatened against the Borrower/s or against any of the assets of the Borrower/s.

Save and except to the extent already disclosed in writing by the Borrower/s to the bank, the Borrower/s hereby warrants and undertakes as follows: -

The Borrower/s shall not, during the continuance of this Agreement, without the written consent of the bank:

- (i) Change or in any way alter the capital structure of the Borrowing concern / company;
- (ii) effect any scheme of merger, amalgamation or reconstruction;
- (iii) implement any new scheme of expansion or take up an allied line of business of manufacture;
- (iv) enlarge the scope of the other trading activities, if any, undertaken at the time of the application and informed to THE BANK as such;
- (v) declare a dividend or distribute profits after deduction of taxes, except where the instalments of principal and interest payable to THE BANK are being paid regularly;
- (vi) withdraw or allow to be withdrawn during the currency of the loan any moneys brought in by the Borrower/s or the proprietors, partners or directors of the company;
- (vii) invest any funds by way of deposits or loans or in share capital of any other concern so long as any money is due to THE BANK; the Borrower/s will however be free to deposit funds by way of security, with third parties in the normal course of business, or if required for the business.
- (viii) borrow or obtain credit facilities of any description from any other Bank or institution, credit agency or money lenders or enter into any hire purchase arrangement during the currency of the loan.
- (ix) Compliance with all the provisions of The Companies Act 1956 & The Companies Act 2013, in relation to borrowings and creation of Securities:-

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- a. The Borrower/s states and confirms that its borrowings are in accordance with the provisions of Section 293(1) (d) of the Companies Act, 1956 & Section 179 (3) (d) of the Companies Act, 2013, the Borrower/s shall supply certified copies of Resolution passed in this regard for borrowing and execution of securities at General Meeting and a certificate from its Auditors showing its total borrowings as on the date of execution of this Agreement.

- b. Delivery of Board Resolution authorizing execution of documents under Common Seal:

The Borrower/s has delivered or undertakes to deliver a certified copy of the Resolution of its Board of Directors approving and authorizing the execution of this Agreement and also such other documents as the Borrower/s may be called upon by the Borrower/s to execute for the purpose of creating the security in favour of the Bank.

- c. Confirmation that there is no Conflict with the Memorandum and Articles of Association:

Nothing in this Agreement is in conflict with the Memorandum and Articles of Association of the Borrower/s.

- (x) That the Credit facilities enjoyed by the company from various Banks and Institutions are regular and the same has been classified as "Standard" as per the Asset Classification Norms of The Reserve Bank Of India.

- (xi) Borrow or obtain credit facilities of any description from any other Bank or institution, credit agency or money lenders or enter into any hire purchase arrangement during the currency of the loan.

- (xii). Until the loan has been repaid in full, the Borrower/s shall submit to the Borrower/s the following statements, documents and returns:-

- a. Annual audited Balance Sheets: Copies of Annual Audited Balance Sheet and Trading and Profit and Loss Account of the Borrower/s should be submitted periodically at the earliest but not later than 15 days from the date of finalization. However pending submission of the audited financial statements, the Borrower/s agrees to submit with the bank the financial particulars as may be required by the bank.

- b. Declaration of the Borrowings/Encumbrances: A certified copy of the borrowings/encumbrances made upon the Company's Assets shall be furnished to the bank within 15 days from the date of such additional borrowings/encumbrances made against the assets of the company. The term Borrowings/encumbrances mean and include both fund based and non fund based and includes both secured or unsecured advances availed by the company.

- c. Certificate of Asset Coverage Ratio: A certificate with respect to asset coverage ratio, in the format as required by the bank, shall be submitted within such periodicity as advised by the bank. The Asset Coverage Ratio means the ratio of Aggregate Value (as per its most recent Audited Accounts) of the Borrower/s's Gross Fixed Assets and Capital Work in Progress as reduced by accumulated Depreciation (including un-provided depreciation, if any) and as further reduced by the Borrower/s's net Fixed Assets excluded from the purview of the Security for the facility to all indebtedness (as per its most recent audited accounts) having a first pari passu charge over the Fixed Assets of the Borrower/s.

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Revaluation of assets should not be taken into account for determining the Asset Coverage Ratio.

- d. Certificate of Current Ratio: A certificate with respect to the Current Ratio in the format as prescribed by the bank, shall be submitted within such periodicity as advised by the bank.

Transactions: That the Borrower/s shall carry on their banking transactions of its business through the designated banks as agreed between the Company and the Consortium of bankers only, and should not route their transactions with any other Bank.

That the Borrower/s and their Officers or agents or nominees acting or purporting to act on behalf of the Borrower/s in this aspect and executing these documents have and shall continue to have the necessary powers to enter into this agreement and do all things incidental thereto and the bank shall not be bound to enquire into the powers of the Borrower/s and this security shall not be affected by reason of any absence of or deficiency or excess or irregularity in the exercise of any powers of the Borrower/ss.

Acknowledgement of debt: In the matter of making payment towards this debt or acknowledging this debt or any part thereof as and when called upon by the Bank to do so for the specific purpose of saving limitation, the Borrower/ss authorize any one or more of them to act as agent on behalf of them for the purpose of making payment to the loan account and giving acknowledgement of debt from time to time and such payment or acknowledgement made or given by any one or more of them shall be binding on all of them jointly and/or severally and shall save limitation against all of them jointly and/or severally for the purpose of law of limitation.

The execution of any document/s in this connection shall not be deemed to create a new or a distinct debt but the account shall be deemed to be the same and continuous one until it is declared closed by the Bank and shall carry with it the benefit of the security afforded by this agreement as well as every other security appertaining thereto or available therefore.

- (a) The acceptance by the Bank of the security created and effected by these presents shall not be deemed to supersede, vary, limit, extinguish or otherwise prejudice the other rights and remedies available to the Bank and no delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default on the part of the Borrower/s to comply with this Agreement or any other document shall impair any such right, power or remedy or shall be construed to be a waiver thereof, or
- b) Action, inaction of the Bank or extension of time to set right, in respect of any default of the Borrower/s as aforesaid or any acquiescence by the Bank in any such default affect or impair any such right, power or remedy

Date of effect: The agreement shall become binding on the Borrower/s on and from the date of this Agreement first above written or any date which is specifically agreed upon. It shall be in force till all the moneys due and payable under this Agreement are fully paid and the Borrower/s is discharged of all liability by the BANK.

Insurance: That the movable /current / fixed assets hypothecated/mortgaged shall at all times during the currency of the security and so long as any money shall remain due and owing under the loans, be maintained in good and workable condition and insured and kept insured by and at the request of the Borrower/s against fire and such other risks as may be required by the bank or be required by law to the full extent of the value thereof in an insurance company approved by IRDA in

the name of the Bank or in the name of the Borrower/s and assign it to the Bank and in either case, the policies shall be handed over to the Bank. The Borrower/s shall duly and punctually pay the premium on the policies atleast one week before the same shall become due or payable and handover the receipt to the Bank within seven days of payment and the Borrower/s agree/s not to raise at any time any dispute as to the extent of the insurable interest of the Bank.

If the Borrower/s make/s any default in effecting such insurance as aforesaid or in renewing any policy or in payment of such premia, it shall be lawful but not obligatory for the Bank to effect such insurance or to renew or to pay such premia and to keep the hypothecated/mortgaged properties insured and to debit the expenses incurred by the Bank for the purpose to the Borrower/ss' said loan/cash credit/overdraft/current account with the bank and the same shall be treated as advances secured by this agreement.

It is specifically agreed that the non-renewal of insurance policy by the bank due to any reason shall not be questioned by the Borrower/s since it is the primary obligation of the Borrower/s to ensure that the hypothecated movables are sufficiently insured at all times.

All sums received under any such insurance as aforesaid shall after deducting there from of all expenses, be applied in or towards the liquidation of the balance due to the Bank for the time being. The Borrower/s agree/s that if any moneys under any such insurance are received by the Borrower/s he/they will pay the same forthwith to the bank.

Inspection: That it shall be lawful for the Bank and its agents without notice and at the expenses in all respects of the Borrower/s to enter at any time into or upon the offices, godowns, jaithas, other premises of the Borrower/s or places of storage of any of the hypothecated properties for the purpose of inspection and of checking the hypothecated properties and taking account and inspection of books of account of the Borrower/s which the Bank is hereby authorized to do and it shall also be lawful for the Bank from time to time as it may deem fit to have all or any of the hypothecated properties for the time being so hypothecated and charged as aforesaid valued by an Engineer or other valuer to be appointed by the bank and all such expenses and fees for such valuation shall be treated as advances by this agreement and be debited to the Borrower/ss' loan/ cash credit/ overdraft /current account and payable accordingly and shall until payments be treated as advance secured by this agreement.

That the Borrower/s shall if so required by the bank cause and in default the Bank may itself cause board or boards with the name of the bank legibly and distinctly printed or written hereof to be placed and at all times maintained in a conspicuous portion upon the factory/godown/shop and/or other premises of the Borrower/s indicating that the goods/machineries/other movables are hypothecated to the Bank.

That the Borrower/s shall not remove or dismantle any of the movables/ fixed assets or other hypothecated properties now in use in the Borrower/ss' premises/factory/shop without the consent in writing of the bank including in cases where such removal or dismantling shall, in the opinion of the Borrower/s, be rendered necessary by reason of the same being worn out/ deteriorated, injured, damaged or broken and in such case will replace so worn out, injured, damaged, broken or deteriorated by others of a similar nature and of atleast equal value and shall also whenever necessary renew or replace all such movables or other hypothecated properties with others of a like nature and value of as now used or henceforth to be used for the purpose of or in connection with the business of the Borrower/s as and when the same shall be worn out, injured, damaged broken or deteriorated.

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That the Borrower/s will keep all the plants, machinery and other hypothecated properties in a good state of repair and in perfect working order and condition and further that all such movable machinery, plants and tools including all spares and parts thereof and other hypothecated properties at present or for the time being not in use will be properly coated with rust proof preservatives and oiled, packed or encased and stored and housed in proper rain and weather proof premises.

That the agreement is made on the faith (a) of the declaration of the Borrower/s hereby make/s that the securities hypothecated are and will at all times be the absolute property of the Borrower/s (except for and subject to the security hereby created), and free from any other trust, pledge, lien or claim or encumbrance and (b) on the undertaking hereby given by the Borrower/s that he/they will not create a further mortgage or lien or any charge over the hypothecated securities during the currency of the loans. That all the securities which are now hypothecated and which stand hypothecated from time to time to the Bank, when left in the possession of the Borrower/s shall be held by him, and deemed to be held by him, only as agent for the Bank, in trust for the Bank, and the Borrower/s be accountable to the bank for all the securities hypothecated under this agreement and placed in the possession and control of the Borrower/s as agent for the Bank.

Transfer of loan account: It is expressly agreed and declared by the Borrower/s that in the event of the Borrower/s making a request to transfer the limits/outstanding liabilities to any other branch of the Bank for being availed and operated on the ground of convenience or for any other reason acceptable to the Bank and Bank agrees to transfer the limits and/or grants further limits, the documents/records already executed and charges already created shall continue to be enforceable against the Borrower/s in all respects and for all purposes and intents the said documents/records shall be taken as if they are executed by the Borrower/s in favour of the branch/es to which such limits stand transferred.

That the Borrower/s hereby agree/s that the bank may hold all securities belonging to Borrower/s which may now be in the bank's possession or which may at any time hereinafter comes into bank's possession and the proceeds thereof respectively not only for the specific advance made thereon but also as collateral security for any other monies now due or which may at any time be due from Borrower/s to the bank, whether singly or jointly with another or others.

Events of default: Notwithstanding anything contained hereinbefore regarding repayment of dues, by instalments, the entire amount of the loan with interest and charges or the balance outstanding in the account shall at the option of the Bank become due and payable by the Borrower/s to the Bank and the Bank will be entitled to realize the same and enforce the hypothecated/pledged/mortgaged securities or securities otherwise charged to the Bank, at the cost of the Borrower/s upon the happening of any of the following events and after demand in writing namely:

- (a) any instalment of principal remaining unpaid for a period of 30 days after the respective due date for the payment thereof;
- (b) any interest remaining unpaid and in arrears for a period of one month after the same shall have become due whether demanded or not;
- (c) any representation or statement made herein by the Borrower/s being found to be materially incorrect or false;

- (d) the Borrower/s committing any breach or default in the performance of, or observance of any term or condition or provision contained in these presents and / or in these security documents or any other terms or condition relating to the advance;
- (e) the Borrower/s stops payment or to threaten to do so;
- (f) the occurrence of any event or circumstance which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower/s to repay the loan;
- (g) the Bank apprehends or it has reasons to believe that the said loan or any part thereof was utilized for purposes other than for which the loan is sanctioned;
- (h) in the event of Borrower/s committing any act of insolvency or becoming or being adjudged bankrupt or insolvent or executing any Deed of Agreement, composition, etc;
- (i) in the event of any distress or execution being levied or enforced upon or against any of the property of the Borrower/s whether the said property shall or shall not be the subject of this security;
- (j) Deemed Default: The Borrower/s shall be deemed to have committed default and / or it shall be rightful for the bank to initiate action for recovery of dues or such action as it may deem fit, in the event of an action being initiated against the Borrower/s/guarantor under IBC 2016 by any person, firm or the company consequent on their default and any forbearance / postponement of action by bank shall not amount to waiver of its rights.
- (k) The Borrower/s hereby undertake to inform the bank in writing of any legal action including an action initiated / contemplated under IBC 2016, upon receipt of the intimation / notice thereon, if any, received by them.
- (l) Any damage occurring to the mortgaged properties from any cause whatsoever or if any event shall happen or is believed to have happened which in the opinion of the bank impairs the security hereby created or if the bank shall be of the opinion that the security hereby is otherwise imperiled.
- (m) A notice is served on the Borrower/s under the provisions of the Securitisation & Reconstruction of Financial Assets And Enforcement of Security Interest Act, 2002;
- (n) The Borrower/s, without the consent in writing of the Bank, create or attempt or propose to create any mortgage charge, lien or encumbrance ranking in priority to or pari passu with or create any mortgage, lien or encumbrance subsequent to the security given or to be given to the Bank for the above loan.

On the question whether any of the matters, events or circumstances mentioned in the sub-clause (a) to (n) above has happened, the opinion and/or decision of the Bank shall be conclusive and binding on the Borrower/s.

Notice: That any notice in writing required to be served on the Borrower/s shall be deemed to be sufficiently served if addressed to the Borrower/s at the address given and left at such address or forwarded by post / electronic mode

Consequences of Default:

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Right to enforce security: On the occurrence of any of the events of default, it shall be lawful for the Bank, to recall the loan and demand the Borrower/s to repay the entire outstanding dues at once. On the occurrence of any of the events of default, it shall be lawful for the Bank, with a view to obtain possession, at all times and without assigning any reason and without any previous notice to the Borrower/s but at the Borrower/s risk and expense, to enter any place where hypothecated properties or any of them may be kept and take charge and/or possession of all or any part of the hypothecated properties and the Borrower/s shall afford every facility for placing and shall place the hypothecated properties and every part thereof as the Bank may require in the exclusive possession of and in the exclusive control of the bank in such manner that such possession and control shall be apparent and indisputable.

Right to recall: On the occurrence of any of the events of default, it shall be lawful for the Bank, to recall the loan and demand the Borrower/s to repay the entire outstanding dues at once.

Right to enforce security : It shall be lawful for the Bank, with a view to obtain possession, at all times and without assigning any reason and without any previous notice to the Borrower/s but at the Borrower/s risk and expense to enter any place where hypothecated properties or any of them may be kept and take charge and/ or possession of all or any part of the hypothecated properties and the Borrower/s shall afford every facility for placing and shall place the hypothecated properties in the exclusive possession and control of the bank in such manner that such possession and control shall be apparent and indisputable.

The Borrower/s shall on demand, deliver to the bank the keys of any place in which any of the hypothecated properties may from time to time be stored. In default, the Bank may take necessary steps to take possession of the securities hypothecated, either by themselves or through any of its authorized recovery agents, and place them in charge of a Receiver who shall hold the possession of the hypothecated properties and the Borrower/s shall bear all the costs and expenses of or in connection thereto. The bank may also engage the services of an appraiser or valuer to inspect the said securities and the fees and expenses shall be borne by the Borrower/s. Any moneys payable by the Borrower/s (under this clause) shall until payment by the Borrower/s be treated as advance secured by this agreement and be debited to the Borrower/s in the said Loan/Cash Credit/ Overdraft account and be payable accordingly and such payment be treated as an advance secured by this agreement.

It shall be lawful for the Bank to deal with any of the hypothecated Book Debts/ Receivables or any part thereof and to enforce, realize, settle /compromise and to deal with any of the debtors and the Borrower/s under takes to transfer and deliver to the bank all relative contracts, securities and documents. The Borrower/s hereby agree/s that the bank shall have the power, without consulting the Borrower/s, to demand and collect the book debts from any of the debtors and give valid discharge/receipt for the same.

It is specifically agreed that the Bank will be at liberty to engage/employ recovery/ seizure agents to seize the hypothecated securities in the event of default by the Borrower/s.

That the bank shall not be in any way liable or responsible for any loss, damage or depreciation which the hypothecated properties may suffer or sustain on any account whatsoever while the same are in the possession of the Bank or its agent during the continuance of this agreement or thereafter and all such damage or depreciation shall be wholly on account to the Borrower/s howsoever the same has been caused nor shall the bank be responsible for any shortage resulting

from theft or pilferage or otherwise howsoever notwithstanding that the hypothecated properties may be in the possession of or under the control of the Bank.

It shall be lawful for the Bank at any time after taking possession of the hypothecated properties to appoint receivers or remove and/or shall have power to sell either by public auction or by private contract subject to such conditions as the Bank shall think fit or otherwise dispose of or deal with any of the hypothecated properties or any part or parts thereof and to enforce, realize, settle, compromise and to deal with any rights or claims regarding any of the hypothecated securities.

The Borrower/s hereby agree/s that the bank shall have power, without consulting the Borrower/s, to settle any claim by any other person on the hypothecated securities/ properties or any part thereof and the Borrower/s shall be bound by the bank's decision and that any loss, damage or costs or expenses that may arise or caused by such decision shall be at the risk and on account of the Borrower/s.

The Borrower/s hereby agree/s that the bank shall have recourse to proceed under Insolvency and Bankruptcy Code, 2016 for further action including liquidation of assets as per the provision contained therein.

Right to assign: The Bank shall be entitled at its sole discretion to sell, assign, discount or transfer the Bank's right and obligations under this agreement to any person(s) / institution(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide. Any such sale assignment or transfer shall conclusively bind the Borrower/s. The Borrower/s shall not be entitled to directly or indirectly assign the benefit or obligation of this agreement. No prior notice of assignment need be given to the Borrower/s.

Right of set-off: That the Borrower/s further agree/s that in addition to any general lien or similar right to which Bank may be entitled by law the bank may at any time and without notice to the Borrower/ss combine or consolidate all or any of the Borrower/s account and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts in or towards satisfaction of any of Borrower/s's liabilities to the bank on any other account or any other respect, whether such liabilities be actual or contingent primary or collateral and several or joint. The Borrower/s hereby unconditionally and irrevocably authorizes the Bank to pre-close and adjust from and out of any type of deposit/s the Borrower/s holds or to be held with the Bank. The Borrower/s hereby declare and confirm that the Bank shall always have its lien over the goods pledged by them with a further authority that the Bank at its discretion can sell the goods pledged and after appropriating the sale proceeds towards the Pledge loan Account, the surplus can be credited to the loan account of Borrower/s. The above right of the bank can be exercised at any time during the pendency of the loan and notice in this regard is dispensed with.

SDR & Restructuring of debt: In case of default in terms of agreement, the bank is entitled to convert the debt into equity shares / other instruments and/or consider restructuring as per the extant guidelines of RBI and this is in addition to the existing legal / other remedies, if any, available for the bank and the Borrower/s hereby agrees to execute necessary documents wherever required as demanded by the bank in accordance with law / regulatory guidelines. However, it is not a matter of right for the Borrower/s to claim the above.

Appropriation of sale proceeds: That the Bank shall apply the net proceeds of sale of the hypothecated properties in satisfaction so far as the same shall extend to the balance due to the Bank on the said loan/credit facilities of the Borrower/s or so much thereof as shall remain unpaid including interest at the rates aforesaid until payment and including all costs as between attorney

and client, charges and expenses actually incurred by the bank on any account whatsoever including sales tax and other taxes/statutory dues, if any.

If the net sum realized by such sale be insufficient to cover the balance due to the bank, the Borrower/s shall be liable forthwith on production to the Borrower/s of an account to be prepared and signed (which shall be conclusive) to pay the balance appearing due to the bank. Without prejudice to such obligation of the Borrower/s, the bank shall be entitled (but shall not be bound) to apply any other money or monies in the hands of the bank standing to the credit of or belonging to the Borrower/s, or any money which the Borrower/s may then or at any time thereafter be entitled to draw from the bank under any loan, cash credit, overdraft or any other arrangement, in or towards payment of the balance for the time being due to the bank, and in the event of such money or monies being insufficient for the discharge in full of such balance, the Borrower/s shall be liable forthwith on production to the Borrower/s of an account to be prepared and signed (which shall be conclusive) to pay the balance appearing due to the bank thereon.

Nothing herein contained shall be deemed to negate or otherwise prejudicially affect the right of the bank which is hereby expressly agreed that the bank shall have to recover from the Borrower/s the balance remaining due from the Borrower/s to the bank upon the said loan/credit facilities notwithstanding that all or any hypothecated properties/ securities may not have been realized.

That in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the bank it shall be lawful for the bank to retain and apply the said surplus together with any other money or monies belonging to the Borrower/s for the time being in the hands of the Bank in or under whatever accounts, as far as the same shall extend against in or towards payment for liquidation of any or all other monies which shall or may become due from the Borrower/s whether solely or jointly with any other person or persons, firm or company to the bank by way of loans discounted bills, letters of credit, guarantees, charges of any other debts or liabilities including bills, notes, credits and other obligations current though not then due or payable or other demands legal or equitable which the law of set off of mutual credit would in case admit and whether the Borrower/s shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise with interest there on from the date on which any and all advances in respect thereof shall have been made at the rate or respective rates at which the same shall have been so advanced.

That if after the settlement of all claims of the bank against the Borrower/s, any surplus shall remain the bank shall pay such surplus to the Borrower/s.

That this agreement is not to prejudice the rights and remedies of the bank against the Borrower/s irrespective and independent of this agreement in respect of any other advances made or to be made by the bank to the Borrower/s.

Disclosure: In the event of the bank applying for and availing refinance from the IDBI or Small Industries Development Bank of India (SIDBI) or any other refinance institution in respect of the above advances, the Borrower/s hereby further agree/s that the bank shall be at liberty to furnish to the IDBI/ SIDBI/ Refinance Institution any such information or report, whether received by the bank from the Borrower/s or otherwise in the bank's possession.

1. Borrower/s understands that as a pre-condition, relating to grant of the loans/ advances/other non-fund-based credit facilities, the bank requires my/our consent for the disclosure by the Bank of information and data relating to me/ us, of the credit facility availed of/to be availed,

by me/us, obligations assumed/to be assumed, by me/us, in relating thereto and default, if any, committed by me/us, in discharge thereof.

II. Accordingly, I/We, hereby agree and give consent for the disclosure by the BANK of all or any such:

- a) information and data relating to me/us;
- b) information or data relating to any credit facility availed of/to be availed, by me/us, and;
- c) default, if any, committed by me/us, in discharge of my/our such obligation, as your bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies (CICs) and any other agency authorized in this behalf by RBI.

III) I/We, declare that the information and data furnished by me/us to your bank are true and correct.

IV) I/We, undertake that:

- a) The Credit Information Companies (CICs) and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deemed fit by them; and
- b) the Credit Information Companies (CICs) and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

Jurisdiction: Any dispute or difference arising in respect of the loan shall be referred to the Courts at the place where the loan was disbursed.

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SCHEDULE - I
SCHEDULE OF CREDIT FACILITIES COVERED BY THIS AGREEMENT

S. No.	Nature of Facility	Limit (Rs.)	Margin (%)	REPO Rate (%)	Loan Rate of Interest (%)	Repayment period / Validity period
1	Mortgage Loan	5,00,00,000	73	6.50	13.0	108 Months

SCHEDULE - II
SCHEDULE OF MOVABLE ASSETS HYPOTHECATED TO BANK

The whole of the Borrower/s's present stocks of raw materials, goods-in-process of manufacture, stocks received under letters of credit and all finished and manufactured goods, movable Plant & Machineries, articles, generally described in the table given below along with similar movable/current assets which may be acquired by the Borrower/s hereafter, from time to time, during the continuance of this security, belonging to the Borrower/s and which are or shall or may be brought into stored at _____ be in or upon or about the Borrower/s's factory, godown and / or other premises at or wherever else the same may be situate, stored or lying or being, including any such raw materials, articles of goods, stores, spares and components or other similar movable property in course of transit or delivery to the Borrower/s

and

All the Borrower/s's present and future book debts, outstanding monies, receivables, claims, bills, rights to or movable assets and which are now due, owing or payable or belonging to the Borrower/s or which may at any time hereafter during the continuance of this security become due, owing, payable or belonging to the Borrower/s in the course of its business.

TABLE

Type of Asset	Brief Description	Value as per B/s as on 31.03.2024

SCHEDULE - III
SCHEDULE DUE DATES OF REPAYMENT OF TERM LOAN
(Furnish the repayment schedule as per Sanction)

Loan amount of Rs. 5,00,00,000/- (Rupees Five Crores only) is repayable in 108 Monthly Instalments of Rs. Rs.7,87,680/-each to liquidate the same, first of such instalments being due on
 Due date of final instalment

SCHEDULE – IV**SCHEDULE OF IMMOVABLE PROPERTIES WHICH ARE TO BE GIVEN AS SECURITY TO THE BANK****Property-1**

All that the Residential House on **Plot No. 399 E**, In the Project Known as '**Silver Oak Bungalows Phase - III**' Forming Part of **Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55**, Situated at **Block No. 2**, Cherlapally, Kapra Mandal, Medchal- Malkajgiri District, And Telangana State – 500051 and bounded as follows:

North : Neighbors Land
South : 30 Wide Road
East : Neighbors Land
West : Plot No's 310 to 315

Property-2

All that the Under construction Commercial Office Building in Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana – 500078

North : Neighbours Land
South : Genome Valley Main Road
East : Neighbours Land
West : 40 Feet Wide Road

SCHEDULE-V

LIST OF FINANCIAL INSTITUTIONS/BANKS WHO ARE HAVING
 PARIPASSU I-CHARGE OVER THE FIXED ASSETS OF THE BORROWER/S

NIL

SCHEDULE – VI

SCHEDULE OF BANKS/FINANCIAL INSTITUTIONS WHO ARE HAVING PARIPASSU I-CHARGE OVER THE CURRENT ASSETS

NIL

In witness whereof the Borrower/s has hereunto set his/their hand on this ____ day
 of _____ 2024 at Hyderabad.

BRANCH HEAD

SIGNATURE OF BORROWERS

A-16

A-16 Annexures

ANNEXURE - IIAdditional Terms & Conditions, Covenants governing collection of
Cheques, Bills, Hundies and other instruments

In consideration of Bank collecting/discounting/purchasing or agreeing to collect, discount, purchase all cheques, bills, hundies and other instruments, Government Securities and share certificates or other documents including Railway Receipts, Bills of Lading or other documents constituting title to goods, (hereinafter referred as 'the instruments') now lodged or which may at any time or from time to time be lodged with the bank, the borrower hereby agrees with the bank that all such collections, discount or purchase of cheques, bills, hundies & other instruments until further altered or specifically otherwise provided for shall be upon the following terms and conditions.

1. The bank may, at bank's option but at my/our costs, risk and responsibility in all respects appoint an agent who shall be my/our agent to collect.
2. The bank or the agent at bank's or his option, may send any 'instruments' for collection or payment at my/our entire costs, risk and responsibility by post/courier or by other manner to another agent or to the drawee thereof. Borrower agree that such other agent or the drawee shall be deemed to be my/our agent for collection at my/our entire risk and responsibility in all respects.
3. The bank or the agent may, at bank's or his option, but at my/our risk and responsibility receive in exchange for cheques, bills, hundies and other instruments, cheques, bank drafts or other mandates for payment in lieu of cash.
4. If Bank drafts or other mandates for payments as above, received by the bank or by an agent are lost, mutilated and dishonoured thereof, it will not prejudice bank's rights on any cheques, bills etc, in case of dishonour or non-payment as the case may be, nor shall any proceedings taken thereon or granting time by Bank or entering into any arrangements with any parties to such cheques, bills, etc., shall prejudice or affect bank's absolute recourse to the borrower under the arrangement.
5. Should the bank or an agent receive, in exchange for such cheques, bills, hundies or other instruments, payment by an instrument which the bank or the agent cannot conveniently collect through normal channels, it is clearly understood that such instruments may be collected in any manner and by any agency (including dispatch to the drawee) at my/our entire risk and responsibility and the agent or agents (including the drawee) employed in such collection shall be considered fully as my/our agent or agents.
6. Borrower hereby agree that all 'the Instruments' which borrower may from time to time hand to the bank for purchase or discount or against which the bank make advances to the borrower and the goods thereby represented, and the proceeds thereof, are to be held by the bank as a continuing security for the payment on demand of the said bills so purchased handed over or discounted and of all advances, banking accommodation and/or expenses which the bank may

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(Handwritten signatures and initials at the bottom left, including a large signature at the top and several smaller ones below, some with circled numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)

(Handwritten signatures and initials at the bottom center, including a large signature at the top and several smaller ones below, some with circled numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)

make, afford or incur to or for the borrower in connection there with and all other liabilities to the bank present and future.

The bank is at liberty to exercise all the rights (if any) of borrower as unpaid sellers of the said goods, and without further reference to the borrower to insure, warehouse, sell or otherwise deal with the said goods or to deal with them as though the bank is the absolute owners thereof.

7. Borrower further agree that the bank and bank's agent shall be exempt from all liabilities for any loss or damage due to deterioration of goods or loss howsoever caused to the borrower arising from any telegraphic or cable error, irregularity, delay, mistake, omission or mis-interpretation or otherwise howsoever.
8. Borrower also agree that the bank are entitled to treat all 'Instruments' handed in by the borrower to the bank as genuine without any further enquiry and that borrower agree to indemnify the bank and keep the bank indemnified against any loss caused to the bank by reason of the said documents subsequently turning out to be forged and not genuine.

9. SUPPLY BILLS:

- i) in case of advances availed against supply bills drawn on government departments or other reputed undertakings, borrower agrees to execute an irrevocable power of attorney in bank's favour for realization of such bills.

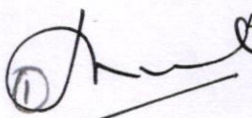
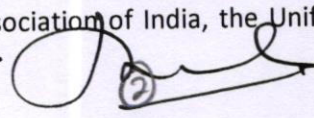
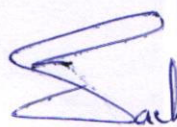
If however any payment by cheque or otherwise is received by the borrower direct from the drawee in respect of any bill against which the bank have made an advance, borrower hereby undertake that the said payment or the cheque will be held by us in trust on behalf of the bank. Borrower also undertakes immediately on receipt of such cheque or payment to handover the same to the bank.

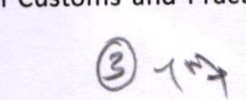
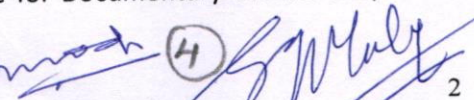
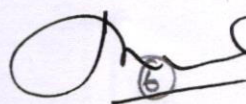
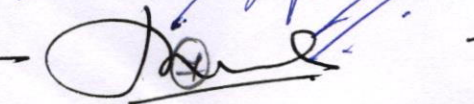
- ii) undertake to furnish a copy of contract /tender entered into with the government department and keep the bank informed of any change in the terms of contract.
- iii) in case of non-realization on account of any reason whatsoever or short realization on account of rejection/recovery of tax at source or delay in realization, borrower authorize the bank to recover the advance made to me against the respective bills without prejudice to other courses/remedies available to the bank.

10. Borrower hereby authorize the bank to charge and recover from the borrower interest for the number of days between the date of purchase/discount of 'the Instruments' and date of realization. For bills delayed beyond ... number of days, the bank shall treat the advance as overdue and charge interest as per rules.

11. Borrower hereby agree that the bank may hold all securities belonging to the borrower (which may now be in bank's possession or which may at any time hereafter come into bank's possession) and the proceeds thereof respectively not only for the specific advance made thereon but also as collateral security for any other monies now due or which may at any time be due from the borrower to the bank, whether singly or jointly with another or others.

12. Borrower agree that in respect of foreign bills purchased / negotiated / discounted / advance against FOB made by the Bank, the provisions of the rules of Foreign Exchange Dealers' Association of India, the Uniform Customs and Practice for Documentary Credits and/or the

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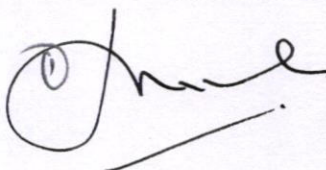
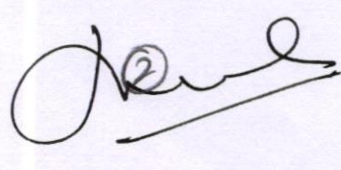

Uniform Rules for Collection of International Chamber of Commerce and the directives of the RBI, current as on the date of purchase/negotiations shall be binding on the borrower.

13. Borrower further agree that,

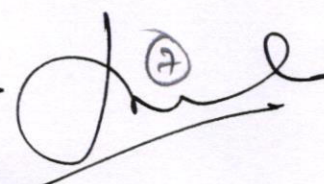
- i) In consideration of bank making a provisional rupee advance against the foreign bills for collection expressed to be made payable in foreign currency tendered from time to time, the bills will be drawn by the borrower in favour of yourself naming yourself as payee for due and valid consideration and such advances shall be at the sole discretion of the bank.
- ii) In respect of money lent and advanced or agreed to be lent and advanced, it is agreed that the bank being a holder for value, will be entitled to appropriate the proceeds of the bills towards the provisional advances made by the bank to the borrower as hereinabove mentioned.
- iii) The Bank, on converting foreign currency amount to Indian rupees either on realization or at any point of time, will recover from the borrower the difference in the rupee amount (i.e.) the difference between the rupee amount advanced and the rupee equivalent arrived at while converting foreign currency into Indian Currency, after deducting the costs and expenses incurred by the Bank in respect thereof and the monies which shall then be owing on the securities of these presents.
- iv) In the case of usance bills purchased/negotiated by the bank, borrower agree to reimburse the charges including swap charges incurred by the bank owing to early realization /delivery of the bills purchased /negotiated by the bank.
- v) If the foreign bills purchased/negotiated are not paid on 30th day after the transit period in the case of unpaid demand bills or 30th day from notional due date in the case of usance bills, borrower agree that The bank shall be at liberty, without prejudice to bank's other rights, however to crystallize my/our liability on the foreign currency bill by converting the foreign currency amount into Indian rupees. All future fluctuations in the exchange rate subsequent to the crystallization as aforesaid shall be chargeable to my/our account.

BRANCH HEAD

SIGNATURE OF BORROWERS

①  ② 

⑤ Sachin Mahre

⑥  ⑦ 

ANNEXURE TO C-1REGULATORY GUIDELINES ON CLASSIFICATION OF LOAN /ADVANCE

Place: Hyderabad

Date:

To

The Manager,
The Karur Vysya Bank Limited,
Retail Asset and Personal Banking Branch.

Dear Sir,

Acknowledgement of regulatory guidelines on classification of loan /advance –

Loan Account No. _____ Limit Amount Rs. 5,00,00,000/-

A) Specification of due date/repayment date:

i) Term Loan:

a) In the case of EMI repayment:

Loan amount of Rs. 5,00,00,000/- (Rupees Five Crores only) is repayable in 108 Monthly Instalments of Rs. _____ each to liquidate the same, first of such instalments being due on
Due date of final instalment

b) In the case of Non-EMI repayment:

Loan Amount of Rs./- (Rupees only) is repayable in Months, under Non-EMI and monthly interest is to be serviced as and when debited.

Due date of first instalment:

Due date of final instalment:

Actual term loan repayment schedule with description such as, Instalment number, Start Date, Payment Due Date, Interest Rate, Number of Days, Principal amount, Interest amount, Charge, Instalment amount, and outstanding balance, is attached herewith.

B) Basis for classification of Special Mention Account (SMA) and Non-Performing Asset (NPA)
Categories shall be as follows:

SMA classification of borrower accounts as under is applicable to all loans including retail loans, except agricultural advances governed by crop season-based asset classification norms, irrespective of size of exposure of the bank.

Loans other than revolving facilities (TL)		Loans in the nature of revolving facilities like Cash Credit/ Overdraft	
SMA categories	Sub Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA categories	Sub Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Loan account shall be flagged as overdue as part of day-end processes for the due date, irrespective of the time of running such processes. Similarly, classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

Example: If due date of a loan account is March 31, 2022, and full dues are not received before the bank runs the day-end process for this date, the date of overdue shall be March 31, 2022. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2022.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 upon running day-end process on May 30, 2022 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2022.

C) Out of Order:

Cash credit/Overdraft (CC/OD) account is classified as NPA if it is 'out of order'. Out of Order, shall be applicable to all loan products being offered as an overdraft facility, including those not meant for business purposes and/or which entail interest repayments as the only credits. An account shall be treated as 'out of order' if:

- The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or

- ii. The outstanding balance in the CC/OD account is less than the sanctioned limit/ drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.
- iii. The 'previous 90 days period' for determination of 'out of order' status of a CC/OD account shall be inclusive of the day for which the day-end process is being run.

Advances against Term Deposits, NSCs, KVPs/IVPs, etc: Advances against term deposits, NSCs eligible for surrender, IVPs, KVPs and life policies will not be treated as NPAs, provided adequate margin is available in the accounts. The account will be treated as NPA if the account outstanding crosses 99% of Deposit value / Balance.

Existing IRAC norms are applicable for all other types of advances not covered above.

D) NPA classification in case of interest payments:

In case of interest payments in respect of term loans, an account will be classified as NPA if the interest applied at specified rests remains overdue for more than 90 days.

E) Upgradation of accounts classified as NPAs

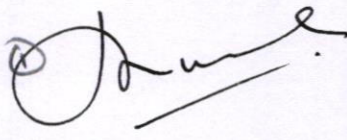
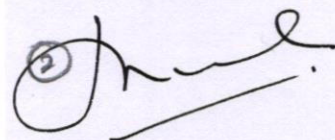
Loan accounts classified as NPAs may be upgraded as 'Standard' asset only upon repayment of entire arrears of interest and principal pertaining to all the credit facilities by the borrower.

The above said regulatory guidelines are subject to change from time to time. Such revision as notified by the Bank in its Notice Board or Website or through other channels of mass communication shall be sufficient notice and individual notice of such change will not be intimated to the Borrower and Guarantor.

Acknowledgement: I/we have read and understood the above regulatory guidelines on classification of loan and hereby agree and undertake to abide by the same in respect of the credit facility (ies) availed by me/us.

Signature of Borrowers

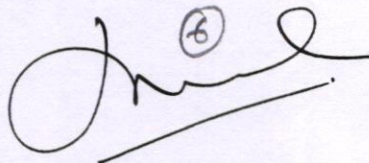
ENCL: Term Loan Repayment Schedule

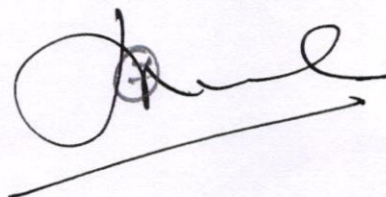
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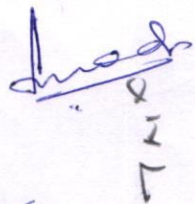
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C-11

DOCUMENTS EXECUTION CERTIFICATE

Place: Hyderabad

Date :

From

1. M/s. Modi GV Ventures LLP,
Limited Liability Partnership,
Represented By Designated Partner
Mr. Soham Satish Modi,
Having Principal Place of Business at:
Second, 5-4-187/3 & 4 Soham Mansion,
MG Road, Opp Bharath Petrol Bunk,
Rani Gunj, Hyderabad -500011,
Telangana

2. Mr. Soham Satish Modi,
S/O Mr. Satish Modi,
Plot No 280, Road No 25,
Near Peddamma Temple,
Jubilee Hills, Khairatabad,
Banjarahills, Hyderabad -500034,
Telangana

3. Mr. Gaurang Mody,
S/O Mr. Jayanti Lal,
Sapphire Apts Apt-105,
Chikoti Gardens, Next to HDFC Lane,
Begumpet, Secunderabad,
Hyderabad -500016,
Telangana

4. Mrs. Tejal Modi,
W/O Mr. Soham Satish Modi,
Plot No 280, Road No 25,
Near Peddamma Temple,
Jubilee Hills, Khairatabad,
Banjarahills, Hyderabad -500034,
Telangana

5. Mr. Sachin Malve,
S/O Mr. Durga Das Malve,
1-8-215/30/C, Park Avenue Colony,
P G Road, Secunderabad,
Hyderabad -500003,
Telangana

[Handwritten signatures and initials in blue ink, including "Sachin Malve", "Tejal Modi", "Gaurang Mody", "Soham Satish Modi", and "Modi GV Ventures LLP", along with the number "2" and "3" written vertically.]

6. M/s. Modi Housing Private Limited,
Private Limited Company Represented by Director:
Mr. Soham Satish Modi
Having Principal Place of Business at,
2nd Floor, 5 4 187 3 and 4, Soham Mansion, M G Road,
Secunderabad, Hyderabad -500003,
Telanganas

7. M/s. Modi Properties Private Limited,
Private Limited Company Represented by Director:
Mr. Soham Satish Modi,
Having Principal Place of business at,
2nd Floor, 5-4-187/3 & 4 Soham Mansion,
MG Road, Secunderabad,
Hyderabad -500003,
Telangana

To
The Manager,
The Karur Vysya Bank Limited,
Retail Asset and Personal Banking Branch.

Dear Sir/s,

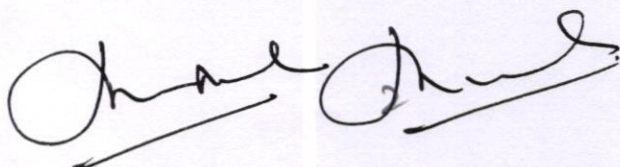
Reg.: Execution of security and other loan/guarantee documents for the credit
facility/ies granted to me/us

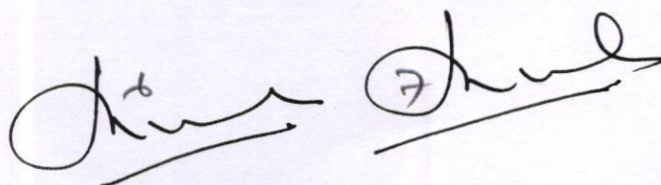
I/We refer to the credit facility/ies granted to me/us vide the Sanction Communication No. KVB-NEO/ LAP/MODI/2024-25 dt. along with the terms and conditions forwarded to and accepted by me/us. I/We have gone through all the documents relating to the above referred credit facility/ies before signing the same and I/We am/are fully satisfied that addition, insertion, cancellation, deletion and filling up blanks in the said documents have been correctly done and duly filled-in before me and to my/our satisfaction.

I/We do hereby confirm that I/We have received a set of Photostat copies of the signed documents along with enclosures.

Thanking you,
Yours faithfully,

Borrowers

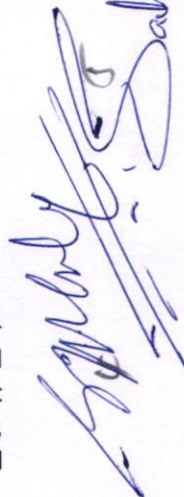






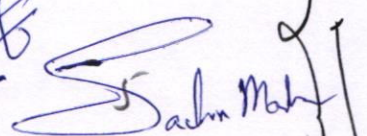


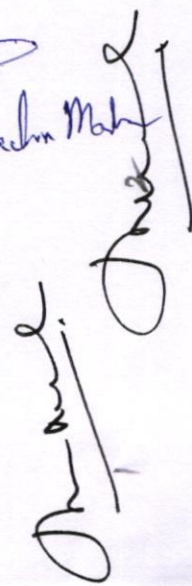












Undertaking

UNDERTAKING LETTER FROM THE BORROWERS

From

1. M/s. Modi GV Ventures LLP,
Limited Liability Partnership,
Represented By Designated Partner
Mr. Soham Satish Modi,
Having Principal Place of Business at:
Second, 5-4-187/3 & 4 Soham Mansion,
MG Road, Opp Bharath Petrol Bunk,
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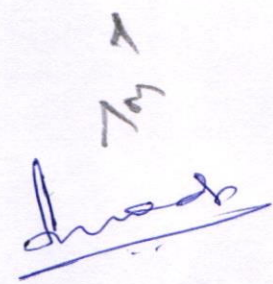
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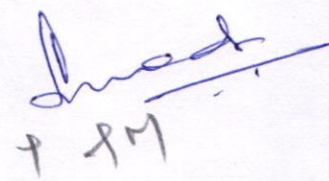
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Hyderabad -500003,
Telangana

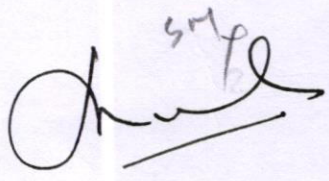

Soham Satish Modi

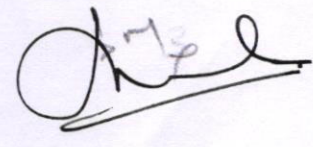

Gaurang Mody

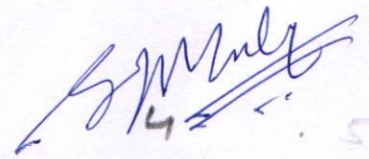

Tejal Modi


Sachin Malve

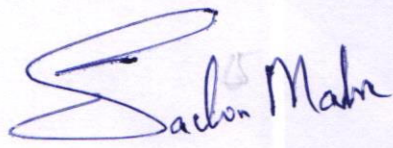

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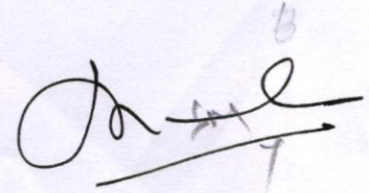

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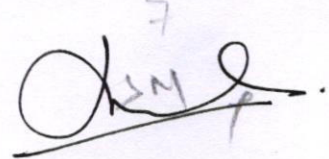

Sachin Malve


Sachin Malve


Sachin Malve


Sachin Malve


Sachin Malve


Sachin Malve

6. M/s. Modi Housing Private Limited,

Private Limited Company Represented by Director:

Mr. Soham Satish Modi

Having Principal Place of Business at,
2nd Floor, 5 4 187 3 and 4, Soham Mansion, M G Road,
Secunderabad, Hyderabad -500003,
Telanganas

7. M/s. Modi Properties Private Limited,

Private Limited Company Represented by Director:

Mr. Soham Satish Modi,

Having Principal Place of business at,
2nd Floor, 5-4-187/3 & 4 Soham Mansion,
MG Road, Secunderabad,
Hyderabad -500003,
Telangana

To
The Manager,
The Karur Vysya Bank Limited,
Retail Asset and Personal Banking Branch.

Dear Sir

Sub: Mortgage Loan of Rs. 5,00,00,000/- sanctioned to us on

I/we hereby confirm and undertake that we will utilize the loan proceeds only for our Business purposes and I / we shall not utilize any of the amounts received under the above Loan for any share market / real estate activities and other speculative activities and further undertake to comply with all the relevant guidelines stipulated by RBI from time to time.

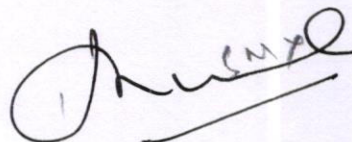
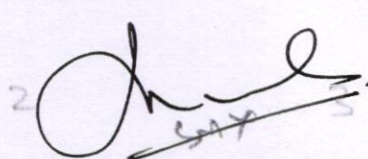
Thanking You

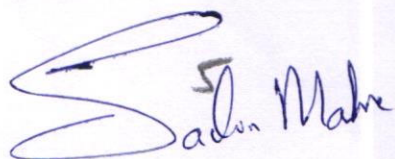
Yours Faithfully

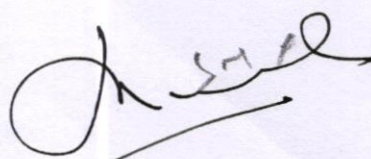
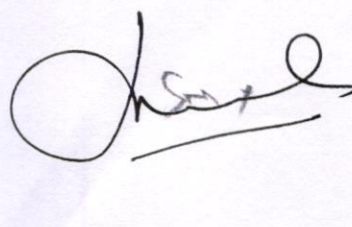
Borrowers

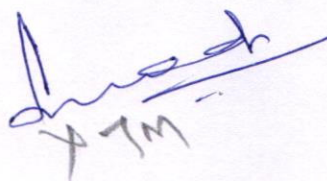
Place: Hyderabad

Date :

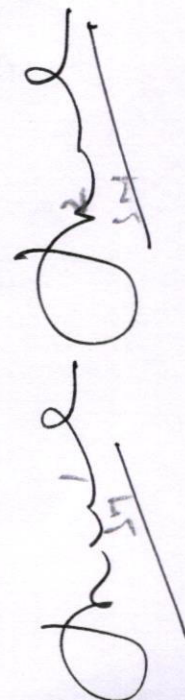
1.  2. 

5.  Soham Satish Modi

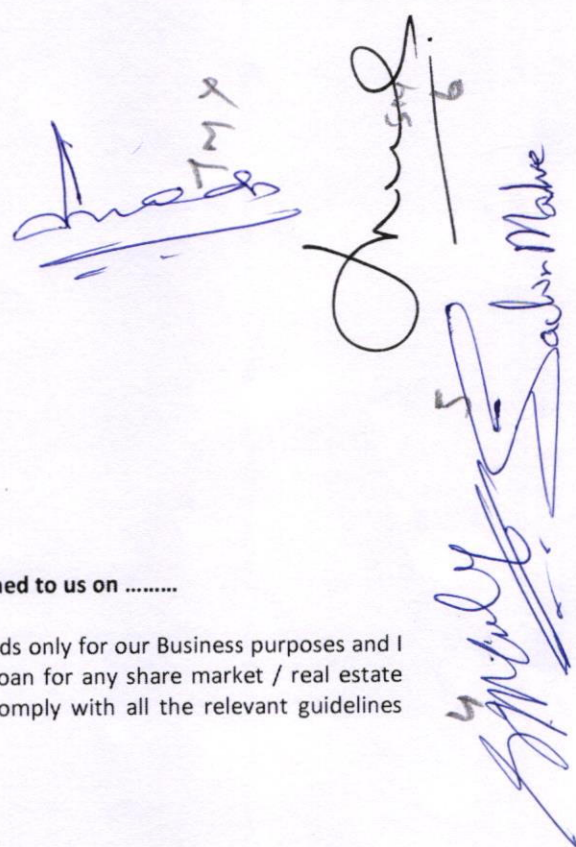
6.  7. 











C-12

LETTER FOR AVAILMENT OF CREDIT FACILITY AT A LATER DATE

Place: Hyderabad

Date :

From

1. M/s. Modi GV Ventures LLP,
Limited Liability Partnership,
Represented By Designated Partner
Mr. Soham Satish Modi,
Having Principal Place of Business at:
Second, 5-4-187/3 & 4 Soham Mansion,
MG Road, Opp Bharath Petrol Bunk,
Rani Gunj, Hyderabad -500011,
Telangana

2. Mr. Soham Satish Modi,
S/O Mr. Satish Modi,
Plot No 280, Road No 25,
Near Peddamma Temple,
Jubilee Hills, Khairatabad,
Banjarahills, Hyderabad -500034,
Telangana

3. Mr. Gaurang Mody,
S/O Mr. Jayanti Lal,
Sapphire Apts Apt-105,
Chikoti Gardens, Next to HDFC Lane,
Begumpet, Secunderabad,
Hyderabad -500016,
Telangana

4. Mrs. Tejal Modi,
W/O Mr. Soham Satish Modi,
Plot No 280, Road No 25,
Near Peddamma Temple,
Jubilee Hills, Khairatabad,
Banjarahills, Hyderabad -500034,
Telangana

5. Mr. Sachin Malve,
S/O Mr. Durga Das Malve,
1-8-215/30/C, Park Avenue Colony,
P G Road, Secunderabad,
Hyderabad -500003,
Telangana

TMP
Sachin Malve

Sachin Malve

Sachin Malve

Sachin Malve

Sachin Malve

6. M/s. Modi Housing Private Limited,
Private Limited Company Represented by Director:
Mr. Soham Satish Modi
Having Principal Place of Business at,
2nd Floor, 5 4 187 3 and 4, Soham Mansion, M G Road,
Secunderabad, Hyderabad -500003,
Telanganas

7. M/s. Modi Properties Private Limited,
Private Limited Company Represented by Director:
Mr. Soham Satish Modi,
Having Principal Place of business at,
2nd Floor, 5-4-187/3 & 4 Soham Mansion,
MG Road, Secunderabad,
Hyderabad -500003,
Telangana

To
The Manager,
The Karur Vysya Bank Limited,
Retail Asset and Personal Banking Branch.

Dear Sir,

Reg: Sanction of Credit facilities to me/us- Mortgage Loan of Rs. 5,00,00,000/-

In consideration of your bank sanctioning the credit facility/ies to me/us vide your Sanction Communication ref no. KVB-NEO/LAP/MODI/2024-25 dt....., I/We have already executed necessary loan documents and also created hypothecation/mortgage charge on the secured assets on but I/We have not availed the credit facility/ies on that date due to operational reasons / personal convenience.

In consideration of hypothecation/mortgage charge already created and documents already executed by me/us, I/we request you to permit me/us to avail the loans/limits today.

Yours faithfully,

Signature of Borrowers

Handwritten signatures of borrowers and witnesses, including names like Sachin Mahesh, and numbered signatures (1-7) at the bottom.

Req. Disbursement

Date :
Place :

To

The Manager
Karur Vysya Bank Limited

Dear Sir,

Sub : Request for Disbursement.

This is with reference to the Loan Account No: _____ sanctioned to me/us for an amount of Rs _____/-

You are requested to disburse the ☐ Part / ☐ Full / ☐ Final loan amount.

Please issue a Banker's cheque as per the details below :-

Date of Disbursement: _____

Disbursement Amount Rs. _____/-

Beneficiary Name : _____

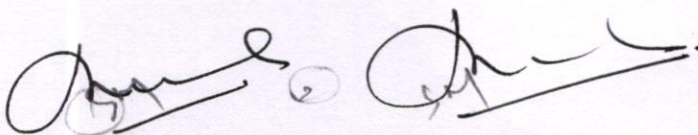
Beneficiary Account No.: _____

Beneficiary Bank Details : _____

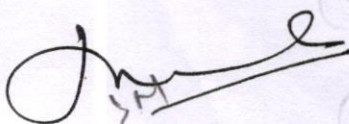
EMI Date : _____

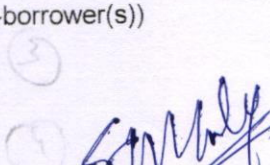
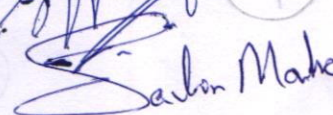
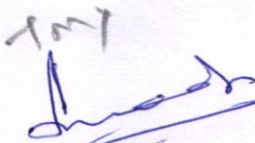
Acknowledgement :- I/ We have read and understood all the terms & conditions of the loan cited below and I/We hereby agree and undertake, to abide by the same in respect of the credit facilities referred to above.

- (1) In order to ensure that the loan amount is available to you on the date requested by you, the loan will be disbursed 1 working day prior to the above-said date. Interest on the disbursed loan amount would start from the actual date of disbursement.
- (2) The rate of interest mentioned in your sanction letter is subject to change in accordance with the prevailing rate as on the actual date of disbursement.
- (3) The disbursement of the loan may be delayed, if the necessary documents required to be submitted prior to the disbursement, have not been provided.
- (4) The disbursement cheque will be handed over, if the documents required to be provided by you on the day of cheque handover, are submitted.


(Signature of Borrower/ Co-borrower(s))








Sankar Moke