

NOTE: ACKNOWLEDGED COPY OF THE SANCTION LETTER TO BE KEPT WITH LOAN PAPERS AND
TREATED AS A DOCUMENT
C-1-REPO

THE KARUR VYSYA BANK LIMITED
(REGD. OFFICE : ERODE ROAD, KARUR - 639002)
Retail Asset and Personal Banking Branch, Hyderabad

Ref. No. : KVB-NEO/LAP/MODI/2024-25

Date :

To

Borrower

1. M/s. Modi GV Ventures LLP *company*
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

Co Borrowers

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,

Santhosh
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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

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,
Telangana

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

Reg. : Sanction/Renewal of credit facilities
Ref. : Your application dated _____

We are glad to inform you that at your request, the following facilities have been sanctioned/renewed as per the details furnished below and on the terms and conditions mentioned herein as well those mentioned in the loan documents.

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

*Rate of interest : 6.50 % over above the Repo Rate which is at present 6.50 % p.a. as applicable from time to time

Interest type : Floating rate linked to RBI repo rate

Interest charge method : Compounding on monthly basis / simple

Interest rate validity : Valid till next REPO revision/ Re-set

Purpose : Business purpose

Repayment method : Monthly Instalment of Rs.7,87,680/-

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Repayment period : 9 years

Security details provided for the credit facility:-

Primary Security :

Fresh EM Charge on

1. Under construction Commercial Office Building in Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana – 500078, in the name of M/s Modi GV Ventures LLP
2. 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, in the name of Mr. Gaurang Jayantilal Mody

Guarantor/s : Nil

Processing Charges (non-refundable) : 1%+gst

Upfront fee (non-refundable) : Rs. 30,000/-

Insurance : As applicable by Bank

Place : Hyderabad

Date :

CREDIT MANAGER

BRANCH HEAD

ACKNOWLEDGEMENT

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

SIGNATURE OF BORROWERS

[Handwritten signatures of borrowers]

[Handwritten signature: Sachin Mahave]

[Handwritten signatures of borrowers]

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C-1(B)-Business: Important terms & conditions relating to business loans :

Limit should be availed within three months from the date of sanction.

The advance should be utilized for the purpose for which it is sanctioned.

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, such interest being added to the balance outstanding at the end of each calendar month, and the said interest, if unpaid, will become part of the amount advanced {(i.e.,) the principal as mentioned above} and bear interest at the same rate. Such interest shall be paid by the Borrower within 7 days from the date of debit. Non-payment /delayed payment of interest/instalment as stipulated in the sanction would be reckoned as arrears and would have a bearing on the borrower's track record and would lead to downgrading of credit rating of the borrower.

Holiday/Moratorium period: The borrower has 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 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.

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

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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.

Term Loan prepayment in EMI Loans: If the borrower wishes to pay any instalment or part thereof ahead of the agreed repayment schedule (henceforth called as pre-payment), borrower 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 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 installments fall due, the amount available in RPA account would be appropriated towards such dues.

Term Loan prepayment in Non-EMI Loans: Pre-payment can be made only under 'Advance payment method'. The prepaid amount would be kept in RPA account and it will not result in reduction of principal amount but while calculating interest, the amount available in RPA account would be netted off. As and when the future instalments fall due, the amount available in RPA account would be appropriated towards such dues.

It is hereby agreed that the Borrower 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.

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:

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;

Sachin Mahave

June 1962

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.
15. 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.

For Working Capital Limits:

The sanctioned limit is valid only for the period stipulated therein. Full fledged renewal proposal shall be submitted two months in advance to the expiry of the sanctioned limits. In the event of delay, penal charge will be charged on the balance outstanding upto the date of submission of renewal proposal with all essential particulars.

Audited annual accounts should be submitted within six months from the end of the financial year. Quarterly un-audited accounts, CMA Data (where ever applicable), all the applicable control statements etc., should be submitted to the branch regularly in the standardized format and within the stipulated time. Stock/book-debts statement as on the last day of the month should be submitted with in Seventh of the next month in the prescribed format. In case CCB limit exceeding Rs.50 Lakhs, an annual statement of Book Debts duly signed by Auditor (Chartered Accountant) of the borrower shall be submitted. Penal charge of 3% will be charged for non-submission/delay in submission of the same.

In case Borrower is a limited company, Bank's charge/ modification in the charges over the primary and collateral securities, as applicable, should be got registered with the ROC within the stipulated time.

Paripassu charge creation and filing of charge with respective RoC shall be complied within a period of NA months from the date of release of loan. If this condition is not complied, penal charge @ NA p.a. over and above the sanctioned ROI will be collected till the paripassu charge creation is completed.

Only genuine bills / cheques received on account of genuine trade transactions should be tendered for purchase. Cheques / Bills drawn by/on parties, if returned earlier will not be Purchased again. Bills backed by L/R should be realized in 15 days and bills backed by R/R should be realized within 20 days. The Bank will not purchase / discount bills drawn on those drawees who have paid their bills after the due dates and also drawn on whom we do not hold satisfactory reports.

Pre-closure charges: The borrower 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 by any means other than as stipulated under the sanction terms and such prepayment/pre-closure charges shall be at 3% 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.

In the event of default in repayment of the loan, the bank has a right to seize and repossess the stocks / vehicles / machinery and other securities charged to the Bank. The Bank engages the services of outside 'Recovery Agents' for recovery of the dues/ repossession of the hypothecated assets. No credit facility should be availed with other banks by way of fund based and/or non fund based limits, either as ad-hoc/ additional/ one time or on regular basis, or even open current accounts without the knowledge and concurrence of our bank.

In case, any of the terms and conditions referred to above are not complied with or irregularities are noticed in the conduct of the accounts or default / delay in repayment of instalment is noticed, the bank would charge penal charge at 3% over and above the applicable interest rate.

Other Conditions, if any:

- RMODT to be done in favour of KVB for below 2 properties:
 - Let out 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.
 - Under construction Commercial Office Building (2nd, 3rd & 4th floor) in Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana – 500078.
- CA certified net worth statement to be documented prior to disbursement.
- CA Certified provisionals to be documented prior to disbursement.
- Positive legal & technical vetting to be documented prior to disbursement.
- Property insurance is mandatory.
- Positive FI reports to be documented.
- No part payment / pre closure of loan shall be permitted till completion of the lock in period of 12 months and / or till payment of 12 months EMI/Interest (whichever is later), from the date of final / total disbursement of the loan amount.
- All verifications to be positive.
- RMD rating to be documented prior to disbursement.
- Both valuation reports to be provided prior to disbursement.
- CIBIL over dues clearance proof (vetted by credit) of M/s Modi Housing Private Limited, M/s Modi Properties Private Limited, Mr. Soham Satish Modi, Mr Sachin Malve & Mr Gaurang Jayantilal Mody to be documented prior to disbursement.
- Initially only Rs 300 lakhs to be disbursed & balance Rs 200 lakhs to be disbursed:
 - post completion of at least 65% Commercial Office Building in Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana – 500078.
 - Post revised technical vetting on above under construction property.

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 Sachin Malve

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 Sachin Malve

Please return the duplicate copy of this letter duly signed by you for having agreed to the conditions stipulated above.

BRANCH HEAD

Place : Hyderabad

Date :

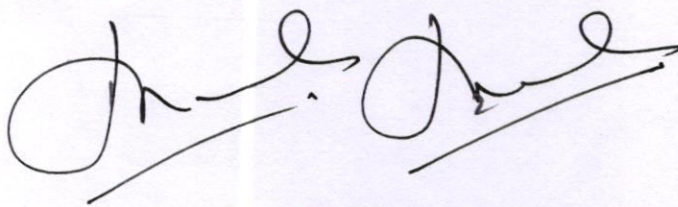
ACKNOWLEDGEMENT

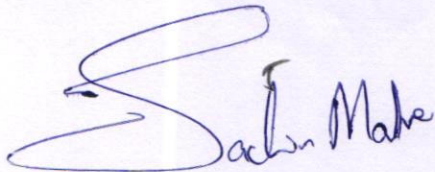
I/ We have read and understood all the terms & Conditions of the loan cited above and I/We hereby agree and undertake, to abide by the same respect of the credit facilities referred to above.

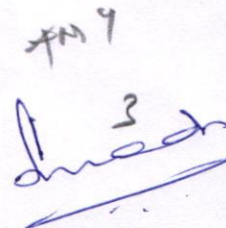
SIGNATURE OF BORROWERS

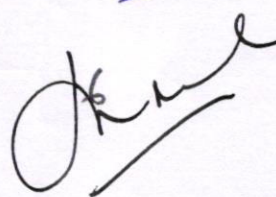
Place : Hyderabad

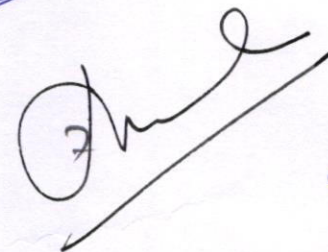
Date :

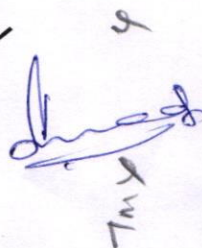


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Vivopolis - Rs.5.00 Crores

From: Vinay Gnyanotam Sarvoutham (vinaygnyanotam@kvbmail.com)

To: shivakumar@modiproperties.com

Cc: gvshravankumar@kvbmail.com

Date: Tuesday, August 20, 2024 at 06:30 PM GMT+5:30

Dear Shiva Sir,

Annexure to the given sanction of 5 CR secured loan.

1. If a part of the property has been sold within 12 months or later the NOC will be released subject to technical valuation given to the extent of the property which will be sold.
To the extent of the sale of property the said proportionate amount must be paid back to the loan account for which we do not have FC charges. Under the same deal if the property is not sold and come for loan closure then the same can be closed after 12 months only with applicable FC Charges.
2. Post receipt of rental confirmation we can convert the same deal into LRD and if a part of the property has been sold after LRD conversion the NOC will be released subject to technical valuation given to the extent of the property which will be sold. To the extent of the sale of property the said proportionate amount must be paid back to the loan account for which FC charges are applicable....

Regards

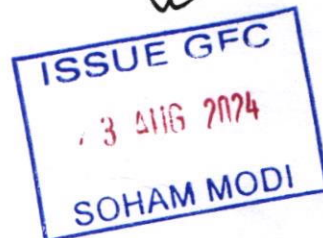
Vinay Gnyanotam S

Regional Sales Manager (HL)

Hyderabad

Telangana

M: 9885908161



From: shivakumar . [mailto:shivakumar@modiproperties.com]

Sent: Tuesday, August 06, 2024 15:48

To: komandlasrikanth89@gmail.com; hydsalescoordinatorhl@gmail.com

Cc: hydoneocredit4@gmail.com; Shaik Yaseen; Vinay Gnyanotam Sarvoutham; G .V. Shravan Kumar; naveen.g .; sachin_modiproperties.com; Soham Modi

Subject: {DMARC Violation} {DKIM Violation} {SPF Violation} Re: Vivopolis - Rs.5.00 Crores

"This E-mail was sent from outside of The Karur Vysya Bank. Please do not click on links or open attachments unless you recognize the sender and know that content is safe. Contact "Antivirus Team" immediately if found suspicious."

Dear Srikanth Sir,

We have been following up for regular "Sanction/Term Sheet" in respect of captioned proposal, as against the in-principal approval dated 26.06.2024. As the matter is pending since long time, we request for your response in the matter sharing the "Final Term Sheet", to enable us to take further action.

Regards: