



## **Sanction Letter**

Ref No.: CF\TL\Hyd\3312291 Application No.: 202042894806

Date: September 10, 2020

Modi Properties Private Limited

5-4-187/3&4, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA.

Modi Realty Mallapur LLP 5-4-187/3&4, MG Road,

Secunderabad, Hyderabad - 500003, TELANGANA.

Silver Oak Villas LLP

5-4-187/3&4, Soham Mansion, M.G.Road, Secunderabad, HYDERABAD Rangareddi - 500003, TELANGANA.

Kind Attention:Mr. Satyanarayana - Finance head

Facility: Term Loan

Dear Sir,

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

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

## **TERMS AND CONDITIONS**

| Lender      | nder Tata Capital Financial Services Limited       |  |
|-------------|--|--|
| Borrower    | Modi Properties Private Limited                    |  |
| Co-Borrower | Modi Realty Mallapur LLP and Silver Oak Villas LLP |  |

| Facility Name                | Term Loan   |  |  |  |
|------------------------------|---|--|--|--|
| Total Facility Amount        | Rs. 10800000.00 (Rupees One Crore Eight Lakh Only)  |  |  |  |
| Scheme                       | Guaranteed Emergency Credit Line  |  |  |  |
| Tenure                       | 48 Months Including 12 months moratorium  |  |  |  |
| Interest Type                | Floating  |  |  |  |
| Rate of Interest             | 14.00% p.a. i.e. ROI equal to LTLR less 5.25%  Presently Long Term lending Rate (LTLR) as on date is 19.25%. Interest rate on repayment would change based on the changes in Long term lending rate (LTLR) as announced by TCFSL from time to time. This would lead to change in Interest payable to TCFSL. |  |  |  |
| Upfront Fees(Non-refundable) |   |  |  |  |
| End Use of Loan              | To provide funding under the Scheme for operation/restart of business in view of COVID-19 crisis  |  |  |  |
| Payments under the facility  | As per the request of the borrower for purchase of Raw Material, and supplier, Labour payments/other working Capital requirements.  |  |  |  |

For Modi

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| Repayment Schedule  | Interest-to be paid on Monthly basis till Maturity   |  |  |  |
|---|--|--|--|--|
|   | Principal-12 month moratorium starts from date of first tranche Disbursement, thereafter payable in Equal Monthly Installments till maturity.        |  |  |  |
| Disbursement Draw down  | As per request after acceptance of the Sanction Letter and execution of Documents stipulated below and compliance of such sanction terms prescribed. |  |  |  |
| Prepayment Penalty  | Nil ·  |  |  |  |
| Additional Interest  6.00% p.a. over and above the normal interest rate shall be charged in case of delayed participal or monies payable under the loan/specific agreement from the due date till the date. |  |  |  |  |
| Stamp duty  | As applicable and will be borne by the Borrower  |  |  |  |

| Common Terms | And Conditions |
|--------------|----------------|
|--------------|----------------|

|                       | Sommon remis And Conditions  |
|-----------------------|--|
| Security / Collateral | Primary:   |
|                       | Extension of charge (By way of second charge) on below security:-  |
|                       | - Hypothecation of Receivables (sold and unsold inventory) of the Silver Oak Villas Project at Cherlapally,      |
|                       | Hyderabad.   |
|                       | - Charge on the project receivables out of Builders share of the projects (a) May Flower Platinum (b)            |
|                       | Gulmohar Residency.  |
|                       | Such project receivables have to be routed through the escrow account with a Bank as prescribed by               |
|                       | TCFSL TCFSL  |
|                       |  |
|                       | Collateral:  |
|                       | Second charge by way of Registered Mortgage of the builders share of the projects (a) Mayflower Platinum         |
|                       | (b) Gulmohar Residency.  |
| Validity              | The sanction is valid for a period of 90 days from the date of this offer letter.                                |
| Costs and Expenses    | All costs, charges and expenses in connection with or relating to the Credit Facility (including but not limited |
|                       | to costs of investigation of title, legal fees, filling/submission of any information/record to any agency       |
|                       | pursuant to application law, directives, regulations etc. including Information Utility (IU), professional       |
|                       | charges, and stamp duty) shall be borne and paid by the Borrower. All Costs or Expenses to be collected          |
| L                     | from the Borrower along with applicable tax.   |
| Facility Undertaking  | Borrower hereby agrees and undertakes that   |
|                       | -In the event of any account being reported into SMA category by any of the lender to RBI , TCFSL shall          |
|                       | have the right to recall the loan.   |
|                       | -Facility shall be utilised for sanctioned purposes only.  |
|                       | - TCFSL shall have the right to call back the facility and/or increase the applicable Rate of interest (ROI) by  |
|                       | 2.00% over and above the existing rate in the event of downgrading of credit rating (by any credit rating        |
|                       | agency) by two notches from the level held by the Borrower at the time of sanction. Where an external            |
|                       | credit rating is not available, the internal rating assigned by the Lender shall be considered for this          |
|                       | purpose.   |
| •                     | -That we are registered under GST.   |
|                       | -That the Annual turnover for the financial year 2019-20 is within Rs.250 Crores                                 |
| ]                     | -That the Overall fund based outstanding credit with all the Banks/NBFCs/FIs as on 29.02.2020 is within          |
|                       | Rs.50 Crores   |
| 1 ,                   | -That the Facility will be utilized for Sanctioned purpose only.   |
|                       | -That they shall To furnish any other information/documents that may be required for the said Facility.          |
|                       | -That all information furnished by me/us is true, correct and complete. Borrower declares that their units       |
|                       | operations are affected by COVID-19 pandemic and the said facility under ECLGS is required for the               |
|                       | Purpose mentioned above.   |
|                       | That in the event of any default TCFSI has a right to notify our name and particulars on the website of          |
| i Province            | THOU REALLY MALLOPUR LIPE TO THE OWN VILLAS IN THE Website of  |

For Modi Pro

TATA CAPITAL FINANCIAL SERVICES LIMITED

Corporate Resignated Partner 100MH2010PActhorised Signatory

Managing Distriction of Auto Plaza Opp Times of India Road No 3 Banjara Hills Hyderabad 500 034

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| •                                      |     |                                       | <u> </u>  |              |                                      |  |
|--|-----|---------------------------------------|---|--------------|--------------------------------------|--|
| •                                      | :   |                                       | National Credit Guarantee Trustee Company.  |              |                                      |  |
|  |     |                                       |   |              |                                      | to this loan and shall be binding in all   |
|  |     |                                       | respect upon us.  |              |                                      | to and loan and shall be billioning in all |
| :                                      |     | Special Conditions                    | TCFSL has sanctioned the Term Loan facility under Guaranteed Emergency Continue (OFS)   |              |                                      | ergency Credit Line (CECL) to your         |
|  |     |                                       | TCFSL has sanctioned the Term Loan facility under Guaranteed Emergency Credit Line (GECL) to you on the terms and conditions as mentioned in Sanction letter. |              |                                      |  |
|  | -   |                                       | The coverage available under the Emergency Credit Line Guarantee Scheme (ECLGS) is only for 20% of  |              |                                      |  |
|  |     |                                       | the total outstanding credit limit (not exceeding Rs.50 crores),and the Borrower shall be liable to TCFSL for   |              |                                      |  |
| e<br>Hari                              |     |                                       | repayment of the outstand   | ding dues    | irrespective of the guarantee cov    | er   |
| and<br>Anna                            | •   |                                       | The aforesaid Facility/ies  | are sanci    | ioned under present and applicab     | lo ECI CO Colombia                         |
| reference<br>National<br>National      |     |                                       | The aforesaid Facility/ies are sanctioned under present and applicable ECLGS Scheme and as modified/amended from time to time.                                |              |                                      |  |
| ************************************** |     | ·                                     | The definition of default fo  | or borrowe   | ers shall be as per the instructions | and guidelines issued by the Reserve       |
|  |     |                                       | Bank of India from time to  | time und     | ler extant norms on income recog     | nition, asset classification and           |
|  |     |                                       | provisioning.   |              |                                      |  |
|  |     |                                       | The aforesaid security/ies  | held in ti   | ne said facility covered by quarant  | ee shall not be lien marked or set-off     |
| * .<br>                                |     |                                       | or cross-collateralised for   | any othe     | r facility availed by borrower with  | TCFSL or any other                         |
| e e e<br>Se                            | 1   |                                       | Banks/Fls/NBFCs.  |              | •                                    | or or or any orner                         |
|  |     | Schedule of Charges / Penalty         | Penalty charges for   | 29/ 25/4     |                                      |  |
|  | :   |                                       | non creation of   | 2% OF U      | ie outstanding amount will be o      | harged for the period of delay in          |
|  |     |                                       | security  | and non      | perfection of security.              | curity/collateral related documents        |
|  |     |                                       | Description   | and non      | Periodicity                          | In   |
|  |     |                                       |   |              |                                      | Penalty Amount                             |
| į                                      |     |                                       | Non adherence of finan  |              | At the time of Review /Renew of      | Additional one time charge of Rs           |
|  |     |                                       | covenants of sanction   |              | account.                             | 20,000/- per financial year.               |
|  |     |                                       | Penalty to be collected   |              |                                      |  |
|  |     | Special Covenants  Terms & Conditions | Any secured / unsecured Borrowing to be with the prior intimation to TCFSL.   |              |                                      |  |
|  |     | rems & Conditions                     | The Borrower hereby agrees and confirms that the sanction of the Facility will be interalia governed by   |              | cility will be interalia governed by |  |
|  |     |                                       | the Terms & Conditions mentioned in loan or specific agreement hereto in addition to the terms contained in this sanction letter.                             |              |                                      |  |
|  |     | Disbursement Documents                | Sanction letter duly accepted by Borrower.  |              |                                      |  |
|  |     |                                       | -Specific Agreement to be   |              |                                      |  |
|  |     |                                       | -Authorizations for Borrow  | er to ava    | il the Credit Facility.              |  |
|  |     |                                       | -Undated cheque of full fa  | cility valu  | e.                                   |  |
|  |     |                                       | -NACH mandate/ RTGS I   | etter for i  | nterest and principal payments       |  |
| i<br>Santa                             |     |                                       | -KYC documents & Finance  | cials of Bo  | orrower                              |  |
| j.                                     |     |                                       | -KYC documents of Author  |              |                                      |  |
|  | //  |                                       | -Disbursal /Drawdown req  | uest lette   | r                                    |  |
| 1                                      | ( / |                                       | -Declaration form   |              |                                      |  |
| · •                                    | \   |                                       | Doguments in a consequent   |              |                                      |  |
|  | V2  |                                       | Documents in case Collate - Hypothecation deed  | eral is mo   | vable Asset.                         | ·  |
|  |     |                                       |   |              |                                      |  |
| 1/4                                    |     |                                       | Documents in case Collateral is Immovable Asset.  |              |                                      |  |
|  | 1   |                                       | Cocaments in case Collate   | eranie mil   | novable Asset.                       |  |
| For                                    | Mod | Properties Puly Ltd.                  | - Mortgage deed along wit   | th title doo | puments                              |  |

Managing Director

TATA CAPITAL FINANCIAL SERVICES LIMITED

Corporate Identification Number U67100MH2010PLC21020 Authorised Signatory

Corporate Identification Number U67100MH2016PtcN023 to 6 Auto Plaza Opp Times of India Road No 3 Banjara Hills Hyderabad 500 034

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|                          | - Title search and Volume   | 10.00   |  |  |
|--------------------------|---|---|--|--|
|                          | - Title search and Valuation report from TCFSL empanelled agency.   |   |  |  |
|                          | Any other documents as prescribed by Tata Capital Financial Services Ltd  |   |  |  |
| Post Disbursal Documents | -The borrower shall maintain adequate books and records which should correctly reflect their financial position, End use verification and operations and it should submit to Tata Capital at regular intervals such statements as may be prescribed by Tata Capital in terms of the RBIs instructions issued from time to time End use verification  -All Security and Collateral to be created within 90 days from first Disbursement date.  -ROC filling within 30 days from security creation  -CERSAI filling within 30 days from security creation   |   |  |  |
| Periodical Review        |   |   |  |  |
| Requirements             | The account to be reviewed on Yearly basis as per terms of the agreement, For Review of accounts Borrower shall furnish.  |   |  |  |
|                          | Mentioned documents to be dispatched to Credit Monitoring team, Commercial finance I think Techno Campus, Lodha office, Thane.  |   |  |  |
|                          | Other Financial information   | The Borrower needs to furnish other financial information in the format prescribed by TCFSL on quarterly basis within 45 days of closer of quarter. |  |  |
|                          | Data required for renewal of credit limits  | On or before the expiry of Review date  |  |  |
|                          | Audited/Unaudited financial statements  | Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year             |  |  |
|                          |   | Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above  |  |  |
| General Covenants        | a) All legal and incidental expense including valuation /legal search /ROC search /Stamp Duty and Out of Pocket expenses in connection with proposed credit facility will have to be borne upfront by the Borrower. b) Disbursement of loan shall be subject to the execution of necessary documents completion of all requirements/formalities which forms part of the overall sanction communication from TCFSL. c) The borrower/security provider agrees for insurance product(s) Business Guard or Home Guard Plus via third party tie-ups. TCFSL is only acting as a facilitator for the borrower/security provider in arranging the insurance and is not liable for the settlement of insurance claim or any other liability arising due to the purchase of insurance product(s) by the borrower/security provider. |   |  |  |

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

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

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

For Modi Pr

ICES LIMITED Authorised Signatory Managing Director TATA

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

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

Yours Truly,

For Tata Capital Financial Services Limited

Authorized Signatory

PHAND KANTH.

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

Accepted

Accepted

Accepted

Modi Properties Private Limited

Modi Realty Mallapur LLP

Silver Oak Villas LLP

For Modi Properties Put. Ltd. or MODI REALTY MALLAPUR LLE

Massaging Director

Designated Partner

Co-Borrower
Authorised Signatory