Scantol: 61886

To,

Date:23-11-2020

M/s. Mehta & Modi Reality Kowkur LLP, 5-4-187/3 & 4, Soham Mansion, M.G. Road, Secunderabad, Hyderabad 500003.

Dear Mr Soham Satish Modi,

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 10.00 Crore (Rupees Ten Crores only) towards project "Greenwood Heights" located at, Hyderabad

Basis the Information shared between BHFL & You, we, at your request, in principle agree to extend the Facility subject to the terms and conditions as mentioned below.

Kindly note, this sanction letter is subject to completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of Bajaj Housing Finance Ltd. (BHFL) and should not be construed as giving rise to any binding obligation on part of BHFL. BHFL reserves the right to cancel, add, modify or after the entire or partly any terms and conditions including Facility Amount and terms and condition set basis further due diligence.

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 3 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 30 days from the date of acceptance of this Letter, the Offer shall automatically lapse without any further communication, unless the validity of the Offer is expressly extended / revived by BHFL in writing.

Regards,

Authorized signatory

Approved and accepted by the Borrower

Signature(s)

Date \_\_\_\_\_ Name

Ivalile

Designation

**Terms and Conditions** 

	ditions							
Borrower	Mehta & Modi Realty Kowkur LLP							
Co-Borrower	Mr. Soham Satish Modi, Mr. Anand Suresh Mehta, M/s. Modi Properties Pvt Ltd							
Developer	Modi Properties group							
Lender	Bajaj Housing Finance Limited (BHFL)							
Project	Greenwood Heights, located at Kowkur, Hyderabad							
Facility	Loan amount not exceeding Rs. 10,00,00,000 (Rupees Ten Crores Only) for the purpose of Construction cost and general working capital requirements of the project "Greenwood Heights" referred to as the "Facility".							
Purpose of Facility	<ul> <li>Facility will be used towards construction cost and/or working capital requirement of the Project "Greenwood Heights".</li> <li>The Facilities, either in part or in full, will not be used for investment in capital markets or any other activity which is prohibited as per RBI or any illegal activity.</li> </ul>							
Tenure	Total tenure not exceeding 60 months including Principal standstill period of 30 months from the date of first disbursement.							
Interest on	<ul> <li>As on date, the Reference Rate of BHFL-i-FRR HFCINS is 13.70% per annum, spread is -0.70 % per annum and the applicable rate is 13.00% per annum.</li> </ul>							
the Facilities	<ul> <li>In the event of any change in the Reference Rate due to change in the methodology of computation of Reference Rate, if permissible under the applicable laws, Regulations, Circulars, the "spread" would be appropriately reset by BHFL.</li> </ul>							
Processing	The Borrower will pay 1.15 % of the Facility Amount plus all applicable taxes and statutory levies thereupon issuance of final sanction letter.							
fees for Facilities	<ul> <li>The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project.</li> <li>The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days</li> </ul>							
Home Loan	from the date of issuance.  In case where home buyers desire to purchase unit in the Project and who intends to avail a home loan, the Borrower shall refer such home buyers to BHFL for the home loan. BHFL will evaluate such loan proposals as per the internal policies and will have the first right of refusal.  BHFL reserves the right to release NOC to any other financial institution in case a home buyer decides to avail home loan facility from any other financial institution.  BHFL will have first and exclusive right for Home Loans on all units sold, only if BHFL refuses to							
Property sales	sanction home loan within 10 days, the buyer can avail home loan from other financier/bank.  Customer here with undertake to provide all project walk-in data to BHFL on real time basis.  The Borrower will pay minimum 3% of consideration for units sold by BHFL in the Project. Detailed							
Marketing	<ul> <li>definitive agreements for sale of units will be shared separately.</li> <li>The Borrower agrees and confirms that while undertaking any marketing activity with respect to the Project, the Borrower will disclose that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project.</li> <li>The Borrower will allow display boards at the Project site stating that the Project has been financed by BHFL. Further, the Borrower will not remove such boards without specific permission from the Lender.</li> </ul>							
Prepayment	<ul> <li>No prepayment charges throughout the tenure of the facility if prepayments are done from cash flows of the project and or from cash flows of the company and Capital Introduction from Partner.</li> </ul>							

	• 4%	prepayment	charges on the	Outstanding at	nount in case of	takeover by a	ov financial :		
	Ine taci	lity amount o	of Rs 10.00 Cr as mentioned	will be disbur	sed upon comp	lance of sales	iy tinanciai ins	n cost and	
	Tranche	Tranche disbursement	Cumulative disbursement	Construction Cost % milestones	Incremental Collection milestone (Rs in Cr)	Cumulative Collection milestone (Rs in Cr)	Incremental sales (sq.ft)	Cumulativ Sales unit (sq.ft)	
	11	1.00	1.0	11.00%	0.00	3.42	0	35,025	
	2	1.00	2.0	15.00%	0.40	3.82	3,506	38,531	
	3	1.00	3.0	20.00%	0.75	4.57	3,506	42,037	
	4	1.00	4.0	25.00%	1.00	5.57	3,506	45,543	
	5	1.00	5.0	30.00%	1.00	6.57	5,259	50,802	
	6	1.00	6.0	35.00%	1.25	7.82	5,259	56,061	
	7	1.00	7.0	40.00%	1.25	9.07	5,259	61,320	
	8	1.00	8.0	47.00%	1.50	10.57	5,259		
	9	1.00	9.0	55.00%	1.50	12.07	5,259	66,579	
Disbursemen	10	0.50	9.5	60.00%	1.00	13.07		71,838	
t schedule	11	0.50	10.0	65.00%	1.00	14.07	5,259	77,097	
	Total	10.00				14.07	5,259	82,356	
-	Note: 10.00 10.65 47,331								
	<ul> <li>Sale</li> <li>Casi</li> <li>In complet</li> <li>CA amount</li> <li>The and</li> <li>Entifuse the the</li> </ul>	h Flow and col ase of low / slo te the project a Certified cost bunt has been achievement considered as ire loan fundered in the project of the loan sanction	lateral securition sales & colland to mitigate incurred has used towards of the Sales made by BHFL, collate to be utilized. In case of any per month on	ections in the percent of the submitted	FL funded project project, develope cit.  The for every transport of BHFL at its sole ale of units in the struction of the foce, the Lender reconstanding.	r needs to bring the disbursal and discretion. The project as we unded project, eserves the right.	ig his own equal certifying the nount will be sell as Borrowe except as agont to increase	he tranche ascertained or equity in- reed during the ROI of	
Repayment for Facilities	<ul> <li>The faciliburs</li> <li>Interpretation</li> <li>Amore sweethers</li> </ul>	borrower agri- lities to BHFL is sement. Frest to be ser rower through ount credited sep-in account ed to the curre	ees and underlin 30 months a viced monthly ECS/PDC's/NA in the escrow till the maturient account of	takes to repay pafter Principal solution of during the Principal ACH.	orincipal amounts tandstill period of ncipal standstill p the first date of ies in the below	of 30 months for the dishursement	rom the date	of first dis-	
	S.N		Period		Receiva	bles		Sweep	
	1	1	to 15 months		First Rs	7.5 Cr	1	15%	

	2	16 to 27 months	Above Rs 7.5 Cr and upto Rs 15 Cr	25%					
	3	28 to 60 months	Above Rs 15 Crore	45%					
	Note: The Escr	Note: The Escrow sweep is subject to change based on collection milestone or period whichever is earlier.  However, sweep will be increased to minimum 80% post completion of the project.							
	However, swee								
	• The Borro	wer agrees that the percent	tage of escrow sweep can be reviewed and revise	d by the Lender					
	Scheduler	terry basis and also at the ti	me of the disbursement of each tranche.						
	Calculation	on of dues — At the end of th	re of escrow repayments till closure of facility.						
	by remai	ning Loan Tenure This ama	ne moratorium period, the total disbursed amoun punt, called Ideal Equated Monthly Principal (EN	it will be divided					
	constant	for the remaining loan tenu	ire until any additional disbursal done in loan ac	MPJ, Will remain					
	EMP will	be deducted from the total	disbursed amount at the end of moratorium pe	count. The Ideal					
	ine ideal	POS. This Ideal POS will be	calculated for the remaining tenure by deduction	g the Ideal FMD					
	from the	ideal POS every month. The	actual POS will be compared against this Ideal Po	OS every month					
	in case th	ie actual POS is lower than t	the Ideal POS, no EMP will be pavable for that m	onth in case ac-					
)	tuai POS	is more than the Ideal POS,	the differential amount will need to be paid on t	he due date in-					
	data in a	iount will be calculated on a	a daily basis on the actual POS & will need to be	paid on the due					
	get divide	ase of any additional disputed by the remaining loan ton	rsal during the loan tenure, the additional disbur	sed amount will					
Minimum			ure & the Ideal EMP will increase accordingly.						
Selling Price	area: .lf.t	he selling price (MSP) for the	e Project "Greenwood Heights" is Rs 3,800 per	sq.ft on saleable					
	amount	as per the prevailing escrow	an the MSP, the Borrower is required to deposi sweep percentage with BHFL immediately in the	it the difference					
	sale. BHF	L reserves the right to calcu	late the security & receivable cover on such radio	e month of such					
	sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate								
	the stipu	lated covers.		reps to remistate					
	Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with								
	or relatin	ng to the Project and all insur	rance proceeds both present and future.	COMICCUOIS WILL					
Scheduled	The Born	ower will maintain a minimu	um net receivable cover of 1.75 times of the princ	inle outstanding					
receivables	during th	ne tenor of the facilities. An	y shortfall in the net receivable cover would be a	met hy accidning					
	additiona	al receivables or reducing p	principal outstanding through prepayment to th	e satisfaction of					
	BHFL.			e soffstofffill At					
Escrow	The Borr	ower will have to open an	escrow account with the designated bank as i	dentified by the					
account	Lender.		acongraded bally as i	dendried by the					
	The Born	rower shall ensure that all t	he scheduled receivables of the Project are deno	citad anhi in the					
	<ul> <li>The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL.</li> </ul>								
].	• Amount	credited in the escrow acco	ount from the first date of disbursement to be tr	anofarrad to the					
	sweep-in	account till the maturity	of the facilities in the below ratio. Remaining	ansierreu (O (Ne					
1	transferr	ed to the current account of	the Borrower.	amount win be					
	S.No	Period	Receivables	Sweep					
}	1	1 to 15 months	First Rs 7.5 Cr	15%					
ŀ	2	16 to 27 months	Above Rs 7.5 Cr and upto Rs 15 Cr						
	3	28 to 60 months	Ahove Rr 15 Croro	25% 45%					
1	Note: The Escr	ow sweep is subject to char	nge based on collection milestone or period white	thever is earlier					
	However, Swee	ep will be increased to minin	num 80% post completion of the project.						
	<ul> <li>The Born</li> </ul>	ower agrees that the percen	tage of escrow sweep can be reviewed and revise	ed by the Landar					
	on a qua	rterly basis and at the time o	of the disbursement of each tranche.	by the tender					

- BHFL will have full authority to monitor and operate the account as it deems fit/necessary.
- The designated escrow account shall be maintained by the Borrower during the entire tenure of the facilities and shall not be closed without prior written consent and approval of BHFL.
- With respect to any collections from the Project which are not deposited in the Escrow Account as agreed between Borrower and the Lender, the Borrower undertakes to pay towards the Loan Account, the proportionate amount calculated as per the applicable sweep percentage every week within the same week of collections. In case of any non-compliance, the Lender reserves the right to levy penal charges up to 4% per month on the entire loan outstanding. The Borrower also undertakes to upload on RERA website about the Lender's charge on the project within 7 (Seven) working days of creation of registered mortgage. Further, the Borrower also undertakes to update the details of Escrow Account on the RERA website and any other places as per statutory requirements in due course of time. Borrower also undertakes to update all the existing customers/ home loan provider from where future tranches are receivable regarding the changed escrow account & ensure that all subsequent payments/ disbursals are deposited in this BHFL escrow account. BHFL reserves the right to withhold subsequent disbursals in case of any violation/ non-compliance of the above clause.
- The Borrower agrees that the applicable sweep from the amounts collected as receivables from the Project from the date of sanction of the loan till the date of disbursal shall also be paid to BHFL immediately when the loan is disbursed or BHFL reserves the right to downsize the loan to that extent.
- All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL.
- Inform all customers of the Project to draw all cheques in favour of designated account as per RERA guidelines in compliance with BHFL and undertake that all the receivables in connection with the Project are deposited only in this account.
- BHFL will have the first right to adjust the sale proceeds against the principal outstanding/other dues in respect of the facilities.
- BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL.
- The Borrower can accelerate the repayments at any point during the tenure of the facilities without any prepayment charges.
- The Borrower agrees that the Escrow Account will be opened and made operational within 90 days from the date of 1st disbursal. Any subsequent disbursals of the loan will be made post the Escrow Account being operational.
- In case the Borrower fails to open and operationalize the Escrow Account, the Lender reserves the right to:
- Increase the Rate of interest applicable on the Loan by 1% per annum, in case the Escrow Account is not opened within 90 days.
- Increase the Rate of interest applicable on the Loan by a further 1% per annum, in case the Escrow Account is not opened within 180 days.
- Recall the Loan if the Escrow Account is not opened within 210 days.
- Exclusive First Charge by way of registered equitable mortgage on developer share of unsold units and UDS there upon in the project "Greenwood Heights".

Security for

Exclusive first charge on the developer share of land pertaining to project "Greenwood Heights".

r		
	Facility	<ul> <li>Exclusive Second Charge by way of registered equitable mortgage on unsold units and UDS there upon mortgage to GHMC/HMDA in the project "Greenwood Heights".</li> <li>Exclusive Charge by way of Hypothecation of scheduled receivables from sold and unsold units of the Project and all insurance proceeds, both present and future cash flows of Project "Greenwood Heights".</li> <li>The receivables will be monitored and controlled through an escrow arrangement.</li> <li>Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms).</li> <li>Security cover to be maintained during tenure of loan is 1.75x.</li> <li>Escrow arrangement and Security to be created before disbursement.</li> <li>(DSRA) -Post disbursal of each tranche, an amount equivalent to 3 months' interest applicable on the principal outstanding on that date, is to be kept as a term deposit with Bajaj Finance Ltd and a lien in favour of BHFL is to be marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been under the same of the same o</li></ul>
		in espective of the fact that the facility has been repaid in part.
		Project to be RERA registered as per the prevailing byelaws.      Escrow account to be operational with the decimal of the provider of th
		Escrow account to be operational with the designated bank.      Borrower shall execute the financing floor designated bank.
		<ul> <li>Borrower shall execute the financing/loan documents as per BHFL requirements.</li> <li>Satisfactory completion of all diligences.</li> </ul>
		Undertaking from the Borrower stating clearly sold and unsold units in the Project.
		Company certified cash flow statement for the entire tenure of the facilities.
	Pre-	CA certified net worth statement of the borrowing entities, promoters/partners and total cost
	disbursement	incurred on the Project.
-	conditions	<ul> <li>Draft sale agreement / demand letters incorporating condition that the booking money / payments for the Project need to be in favour of the escrow account with the designated bank.</li> </ul>
		<ul> <li>Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower.</li> </ul>
		<ul> <li>Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.</li> </ul>
	- -	NACH Form and Security cheques as per BHFL norm to be provided.
	Conditions to	Borrower to insure the project for the entire tenor upfront and for the full project cost to the
	be satisfied	satisfaction of the lender. Policy obtained to be endorsed in favor of Lender within 30 days from date
	within 30 days from	of first disbursement.
	first	
	disbursement	
1	Event of	The following events will, inclusive and not restricted, will constitute an event/s of default:
	default	<ul> <li>Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days.</li> </ul>
		Failure to deposit receivables as documented in the loan documents in the designated escrow account.
	:	Breach of any representation and warranty by the Borrower and sponsor.
		Breach of covenant or undertaking or other obligation.
		Any order passed or an application being initiated for winding up/dissolution / or filing of bankruptcy
	·	whiting up/ dissolution / or πiing of bankruptcy

under the insolvency and Bankruptcy Act together with its amendments from time to time. Non-compliance of RERA Act, Rules, Circulars, Notifications or any other prevailing rules & regulations Cessation of business. Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies. Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them. Any change constitution of applicant and co-applicant entity / entities without written consent from Any of the Financing Agreements becomes unenforceable against the Borrower. The following consequences, inclusive and not restricted, can be undertaken by BHFL in case of an event of default: Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements Accelerate maturity of the facilities together with all accrued interest and declare all amounts payable by the Borrower in respect of the facilities to be due and payable immediately. Suspend and terminate all undrawn commitments. Revise the rate upward by 400 basis points Revise the escrow sweep percentage All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facilities agreement shall be payable by the Borrower. Borrower needs to submit a monthly MIS/report providing details of sales, collections & cancellations in the Project latest by 10th of the succeeding month. If any event or circumstances occur which in the sole opinion of BHFL, is likely to and/or adversely affect the ability of the Borrower of Guarantor to perform all or any of its obligations under this Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc. Right to step into the Project in case the Borrower has defaulted. Borrower shall not do any unauthorized construction nor deviate from approved sanction plans. Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost. The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project within 30 days or if Borrower

Borrower will obtain a specific release letter for every unit sold before the agreement to sell/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter

The Project sale agreements/demand letters to incorporate a condition that the booking money / payments need to be made in favour of the escrow account with the designated bank for the Project.

Borrower will not sell a bulk portion of the units without prior consent from BHFL.

collects more than 10% of the agreement value.

Consequence s of default

Other

covenants

- Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement as may be required.
- In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL.
- The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities.
- The holding company should not withdraw the profits earned in the business/capital invested in the
  business without meeting the instalment/dues/ overdue under this facility. Dividend if any paid
  should be paid after clearing dues to BHFL.
- Adherence to the building norms and technical specifications as laid down by National Building Code (NBC).
- Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities.
- Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the Said guideline and such other guidelines as may be issued by the NDMA from time to time.
- BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan.
- Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any
  adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL.
  Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all
  encumbrances/litigations at all points of time till your total repayment of the entire loan amount
  together with applicable interest and charges.
- In the event of a litigation filed during the tenure of the credit-facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities.
- The Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facilities, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further, BHFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the Sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower or without assigning any reasons thereof.
- Any default or Financial Indebtedness of the Borrower under any other agreement or arrangement or guarantee or security with BFL/BHFL shall also constitute an event of default under this Agreement. The Lender is hereby authorized by the Borrower to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to Lender and/or any or all member (s) of its affiliates.
- In case of non-adherence/ violation/ non-compliance of any covenants/ conditions, the Lender reserves the right to increase the rate of interest up to 4% per month on the entire loan outstanding
- During the currency of the loan Borrower shall not, without prior approval in writing:
- Affect any change in the capital structure of the firm/company.
- Formulate any schemed of amalgamation / reconstitution.
- Undertake guarantee obligations on behalf of any other Borrower / organization.
- Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL.

	<ul> <li>Permit any transfer of the controlling interest or make any drastic change in the management set up.</li> <li>Divert/utilize funds to other associates/group companies.</li> <li>Change the Project plan originally submitted during the application of facilities.</li> <li>Any other transaction specific conditions</li> </ul>
Assign ability	<ul> <li>BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefits and any other interest created in its favour under any of the agreements or hereunder without prior approval or intimation to the Borrower or to any other bank / lender or financial institution with the same condition agreed with Lender and Borrower.</li> </ul>
Audit	<ul> <li>BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds.</li> <li>BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion.</li> </ul>

S.no	Unit No	rith BHFL of Project "Greenwoo SBA in sq.ft		status
1	A101	1,715	ЗВНК	Unsold
2	A103	1,715	ЗВНК	Unsold
3	A104	1,715	ЗВНК	Unsold
4	B107	1,715	3BHK	Unsold
5	B109	1,715	звнк	Unsold
6	B110	1,715	ЗВНК	Unsold
7	B113	1,220	2ВНК	Unsold
8	A115	1,945	ЗВНК	
9	A116	1,945	38HK	Unsold
10	A117	1,945	38HK	Unsold
11	A301	1,715	ЗВНК	Unsold
12	A302	1,715	3BHK	Unsold
13	A304	1,715	ЗВНК	Unsold
14	A305	1,715	ЗВНК	Unsold
15	B310	1,715	······································	Unsold
16	A314	1,945	3BHK	Unsold
17	A316	1,945	ЗВНК	Unsold
18	A317	1,945	ЗВНК	Unsold
19	A402	1,715	ЗВНК	Unsold
20	A403	— <del></del>	ЗВНК	Unsold
21	A405	1,715	ЗВНК	Unsold
22	A414	1,715	ЗВНК	Unsold
23	A415	1,945	ЗВНК	Unsold
24	A417	1,945	ЗВНК	Unsold
25	A503	1,945	ЗВНК	Unsold
26		1,715	звнк	Unsold
27	A515	1,945	ЗВНК	Unsold
28	A516 A601	1,945 1,715	звнк	Unsold

29	A602	1,715	ЗВНК	المحمدات ا
30	A605	1,715	ЗВНК	Unsold
31	A617	1,945		Unsold
32	A702	1,715	3BHK	Unsold
33	A703	1,715	3BHK	Unsold
34	A705	1,715	38HK	Unsold
35	B706		ЗВНК	Unsold
36	B712	1,715	звнк	Unsold
37	A714	1,715	3BHK	Unsold
38	·	1,945	ЗВНК	Unsold
39	A715	1,945	3BHK	Unsold
	A717	1,945	ЗВНК	Unsold
Total		69,840		

ist of unsold units mortgaged with HMDA/GHMC of Project "Greenwood Hoights"

S.no	Unit No	SBA in sq.ft	Configuration	Status
11	A201	1,715	ЗВНК	Unsold
22	A202	1,715	ЗВНК	Unsold
3	A203	1,715	ЗВНК	Unsold
44	A204	1,715	3BHK	
5	A205	1,715	ЗВНК	Unsold
6	B206	1,715	ЗВНК	Unsold
7	B207	1,715	ЗВНК	Unsold
88	B208	1,715	ЗВНК	Unsold
9	B209	1,715	3BHK	Unsold
10	B210	1,715	3BHK	Unsold
11	B211	1,715	3BHK	Unsold
12	B212	1,715	звнк	Unsold
13	B213	1,220	28HK	Unsold
14	A214	1,945	38HK	Unsold
15	A215	1,945		Unsold
16	A216	1,945	3BHK	Unsold
Total		27,635	ЗВНК	Unsold

List of sold units of Project "Greenwood Heights"

S.no	Unit No	SBA in sq.ft	Configuration	Agreement Value	Received	Committed
1	8106	1715	3ВНК	62,33,000	11.95.000	
2	B112	1715	звнк		11,85,000	50,48,000
3	B307			64,00,000	2,25,000	61,75,000
	. B3U/	1715	3BHK	62,33,000	17,83,000	44,50,000
4	B308	1715	ЗВНК	64,90,000		
5	B313	1220		····	2,25,000	62,65,000
			2BHK	51,00,000	9,75,000	41,25,000
В	B406	1715	звнк	64,00,000	17,07,000	46,93,000

7	B408	1715	yuune .		1	
			ЗВНК	62,33,000	11,60,000	50,73,000
8	B409	1715	звнк	52,00,000	52,00,000	-
9	B411	1715	38HK	63,86,000	11,75,000	52,11,000
10	8412	1715	ЗВНК	62,33,000	12,60,000	49,73,000
11	8506	1715	звнк	62,33,000	11,60,000	50,73,000
12	B509	1715	звнк	52,00,000	52,00,000	30,73,000
13	B512	1715	ЗВНК	62,33,000	3,73,500	58,59,500
14	B513	1220	2BHK	52,17,000	15,75,000	36,42,000
15	B607	1715	38HK	52,00,000	7,00,000	<del></del>
16	B608	1715	ЗВНК	62,33,000	17,07,000	45,00,000
17	B610	1715	ЗВНК	68,33,000		45,26,000
18	B611	1715			2,25,000	66,08,000
			3BHK	52,00,000	12,50,000	39,50,000
19	B708	1715	звнк	52,00,000	7,00,000	45,00,000
<u> 20</u>	B709	1715	звнк	52,00,000	52,00,000	
21	B711	1715	звнк	52,00,000	12,50,000	39,50,000
Total		35,025		12,28,57,000	3,42,35,500	8,86,21,500

# **K3R** Associates **Advocates & Advisors**



Scan Sch. 63939 K. Ram Ratan Reddy

MSW, LLB, MBA., **ADVOCATE** 

28.12.2020

Mehta & Modi Realty Kowkur LLP, #2nd Floor, 5 4 187 3 and 4, Soham Mansion, M G Road, Secunderabad, Hyderabad, Telangana - 500003.

Dear Sir,

Sub:

Charges for legal opinion of GREEN WOOD UP

SI. No	SFDC.No	Name of the Customer	V-ID	Total
1	APF	GREEN WOOD HEIGHTS Legal	NA	8500
2	APF	GREEN WOOD HEIGHTS Vetting	NA NA	1500
	Tota	l: Ten Thousand Rupees Only		10000

Project opinion

10000

**Grand Total: Ten Thousand Rupees Only** 

Kindly remit us an amount of 10000 (Ten Thousand Rupees Only) towards our legal fees at the earliest.

Vendor Bank A/c. Details					
Vendor Name	K Ram Ratan Reddy				
Bank Name	SBI Bank				
Branch Address	KARKHANA, SECUNDERABAD				
Bank A/c. No.	52001017892				
IFSC Code	SBIN0020766				

PRK8428C & GSTIN NO.36ANPPK8428C1Z Advocate

Scantal: 6/889



Date: 30th October 2020.

To,

M/s. Mehta & Modi Reality Kowkur LLP, 5-4-187/3 & 4, Soham Mansion, M.G. Road, Secunderabad, Hyderabad 500003

Dear Mr. Soham Modi,

Sub: Financial Assistance by way of Rupee Term Loan of Rs.10.00 (Rupees Ten Crores only) towards project "Greenwood Heights" located at Hyderabad.

Basis the Information shared between BHFL & You, we, at your request, in principle agree to extend the Facility subject to the terms and conditions as mentioned below.

Kindly note, this Term Sheet is subject to completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of Bajaj Housing Finance Ltd. (BHFL) and should not be construed as giving rise to any binding obligation on part of BHFL. BHFL reserves the right to cancel, add, modify or after the entire or partly any terms and conditions including Facility Amount and terms and condition set basis further due diligence.

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 3 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 30 days from the date of acceptance of this Letter, the Offer shall automatically lapse without any further communication, unless the validity of the Offer is expressly extended / revived by BHFL in writing.

The borrower shall pay upfront fee of Rs.5 lakhs on the acceptance of the term sheet. In case BHFL opts not to go ahead with the proposal, the upfront fees paid will be refunded after deducting actual charges towards legal, technical, out of pocket expenses and other expenses incurred towards appraisal of the facility. However, if borrower do not proceed with transaction then upfront fees received would not be refunded.

Regards,

Authorized signatory	Approved and accepted by the Borrower
	Signature(s)
	Date
	Name
	Designation

Prepayment	financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project.  The Borrower will allow display boards at the Project site stating that the Project has been financed by BHFL. Further, the Borrower will not remove such boards without specific permission from the Lender.  No prepayment charges throughout the tenure of the facility if prepayments are done from cash flows of the project and or from cash flows of the company and Capital Introduction from Partner.  4% prepayment charges if closure proceeds are from other than Project cash flows.								
	•	The facilit	ion cost milestone	10.00 Cr will be es as mentioned	disbursed upon o	compliance of sal	es &		
		Tranche	% of Project Cost Incurred (Excluding Land & Interest)	Tranche Amount (Rs in Cr)	Incremental Sales (Units)	Incremental Collections (Rs. in crs)			
		1	Current stage (11%)	1	-	-			
		2	15%	1	2	0.40			
		3	20%	1	2	0.75			
		4	25%	1	2	1.00			
		5	30%	1	3	1.00			
Disbursement		6	35%	1	3	1.25			
schedule		7	40%	1	3	1.25	ł		
		8	47%	1	3	1.50			
		9	55%	1	3	1.50			
		10	60%	0.50	3	1.00			
		11	65%	0.50	3	1.00			
i i	Nete	Total		10	27	10.65			
Note:				ara n					
<ul> <li>First tranche of Rs. 1.00 Cr will be disbursed post Security perfection.</li> <li>Both sales and construction milestone need to be adhered for release of tranche amount.</li> </ul>					ਜਦਹਰਿਨ. d for release of e	∍very			
	Project cost excludes land and interest cost.								
	•	CA Certif		has to be submit	ted for every trans	che disbursal certi	ifying		
	•	Sales will	be considered fo	r only Sanctioned	d Units.				
	•	The achie	evement of the Sa	iles milestones, (	Cash flow and Tra	The achievement of the Sales milestones, Cash flow and Tranche disbursal amount			

Minimum Selling Price	• Minimum Selling Price (MSP) for the Project will be Rs. 3,800 /sft on saleable area. If the selling price is lower than the MSP, the Borrower is required to deposit the difference amount as per the prevailing escrow sweep percentage with BHFL immediately in the month of such sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate the stipulated covers.				
Scheduled receivables	ore				
	<ul> <li>The Borrower will have to open an escrow account with the designated bank.</li> <li>The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL (if applicable).</li> <li>Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facility in the below ratio. Remaining amount will be transferred to the current account of the Borrower.</li> </ul>				
	S.N		Receivables (Rs in Cr)	Sweep	
		1 to 15 months	First Rs. 7.5 Cr	15%	
	2	16 to 27 months	Above 7.5 Cr up to Rs. 15 Cr	25%	
Escrow	3	28 to 60 months	Above Rs.15 Cr	45%	
account	<ul> <li>Note: The sweeps will be increased as per collection milestones or as per time method whichever is earlier. Once Project is completed, sweep will be increased minimum 80%.</li> <li>The Borrower agrees that the percentage of escrow sweep can be reviewed revised by the Lender on a quarterly basis and also at the time of the disburse of each tranche.</li> <li>BHFL will have full authority to monitor and operate the account as it distributed fit/necessary.</li> <li>The designated escrow account shall be maintained by the Borrower during entire tenure of the facilities and shall not be closed without prior written contained approval of BHFL.</li> <li>With respect to any collections from the Project which are not deposited in Escrow Account as agreed between Borrower and the Lender, the Borrower and the Lender, the Borrower than applicable sweep percentage every week within the same were collections. In case of any non-compliance, the Lender reserves the right to</li> </ul>			increased to eviewed and disbursement as it deems er during the itten consent osited in the Borrower at calculated	

gas.

	<ul> <li>Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms).</li> <li>Security cover to be maintained during tenure of loan is 1.75x.</li> <li>The receivables will be monitored and controlled through an escrow arrangement.</li> <li>Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.</li> <li>Debt Service Reserve Fund (DSRF) - Post disbursal of first tranche, an amount equivalent to 3 months' interest applicable on the sanctioned amount, is to be kept as a term deposit with Bajaj Finance Ltd upfront and a lien in favour of BHFL is to marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been repaid in part.</li> </ul>
Other securities	The securities should provide a minimum-security cover of 1.75 times of the Facility     Amount throughout the tenor of the Facility as per valuation done by BHFL     empanelled Valuers.
Pre- disbursement conditions	<ul> <li>The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent:</li> <li>Project to be RERA registered as per the prevailing byelaws</li> <li>Escrow account to be operational with the designated bank IndusInd Bank Limited.</li> <li>Borrower shall execute the financing/loan documents as per BHFL requirements.</li> <li>Satisfactory completion of all diligences.</li> <li>Undertaking from the Borrower stating clearly sold and unsold units in the Project.</li> <li>Company certified cash flow statement for the entire tenure of the facilities.</li> <li>CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project.</li> <li>Draft sale agreement / demand letters incorporating condition that the booking money / payments for the Project need to be in favor of the escrow account with the designated bank.</li> <li>Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.</li> <li>Execution of Registered Mortgage of Project Land and unsold units of Project in favor of BHFL.</li> <li>Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower.</li> <li>NACH Form and Security cheques as per BHFL norm to be provided</li> <li>RERA Certificate to be provided before the first disbursement</li> </ul>
Conditions to be satisfied within 30 days from first disbursement	Borrower is required to insure the project for the entire loan tenor upfront and for the full project cost to the satisfaction of the lender. Policy obtained to be a satisfaction.
Event of default.	<ul> <li>The following events will, inclusive and not restricted, will constitute an event/s of default.</li> <li>Failure to service debt or any other amount under the Loan Agreements when due</li> </ul>

gsa . · ·

escalation of Project cost.

- The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL
  before entering into agreements with prospective buyers for sale of units in the
  Project within 30 days or if Borrower collects more than 10% of the agreement
  value.
- Borrower will obtain a specific release letter for every unit sold before the
  agreement to sell/ sale deed is registered. The release letter should be obtained
  irrespective of whether the prospective buyer is proposing to avail a home loan or
  not. BHFL charge would not be released if the above letter is not obtained.
- Borrower will not sell a bulk portion of the units without prior consent from BHFL.
- The Project sale agreements/demand letters to incorporate a condition that the booking money / payments need to be made in favour of the escrow account with the designated bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement as may be required.
- In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL.
- The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities.
- The holding company should not withdraw the profits earned in the business/capital
  invested in the business without meeting the instalment/dues/ overdue under this
  facility. Dividend if any paid should be paid after clearing dues to BHFL.
- Adherence to the building norms and technical specifications as laid down by National Building Code (NBC).
- Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities.
- Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time.
- BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan.
- Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigations at all points of time till your total repayment of the entire loan amount together with applicable interest and charges.
- In the event of a litigation filed during the tenure of the credit facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities.
- The Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facilities, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further, BHFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in

Sansid: 63966



Date:28-12-2020

To

Mehta & Modi Realty Kowkur LLP,

#2nd Floor, 5 4 187 3 and 4...

Soham Mansion, M G Road.

Secunderabad, Hyderabad,

Telangana - 500003.

Subject: Receipt of Original Title Documents.

Dear Sir,

We hereby the acknowledge the receipt of the below mentioned original documents which are deposited with us for creating security against Rs.10 crores facility availed by you against the project "Greenwood Heights"

	SLNo	Date of	Nature of Document	Originai
j.		Document		
	1	09.07.2019	Registered Joint Development Agreement cum GPA bearing no. 5379 of 2019 infavour of M/s Mehta & Modi Realty Kokur LLP.	Original
-	2	25.09.2019	! Montetopod acousting all the group good as a second	Original

For Bajaj Housing Finance Limited

Authorized Signatory

BAJA) HOUSING FINANCE LIMITED 100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpat, Hyderabad, Telangana - 500038, India

Corporate Office: Cerebrum IT Park, 82 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

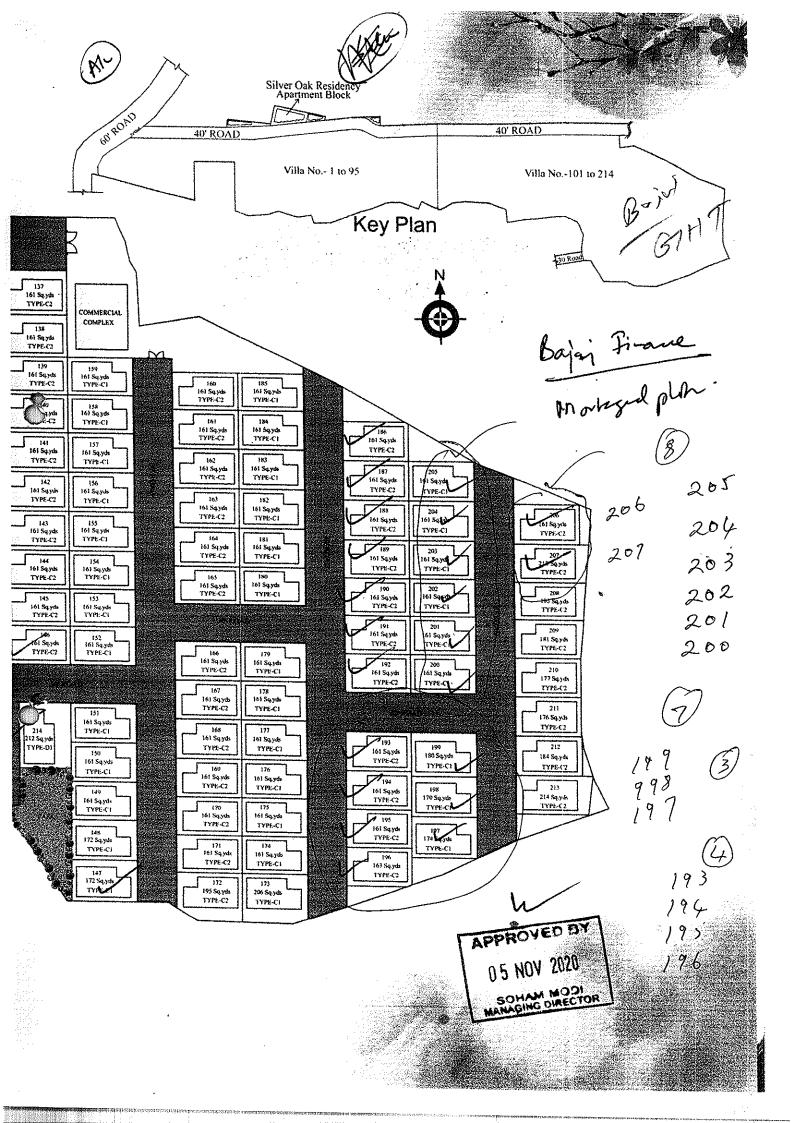
Corporate ID No. L65910MH1987PLC042961 www.bajajfinserv.in

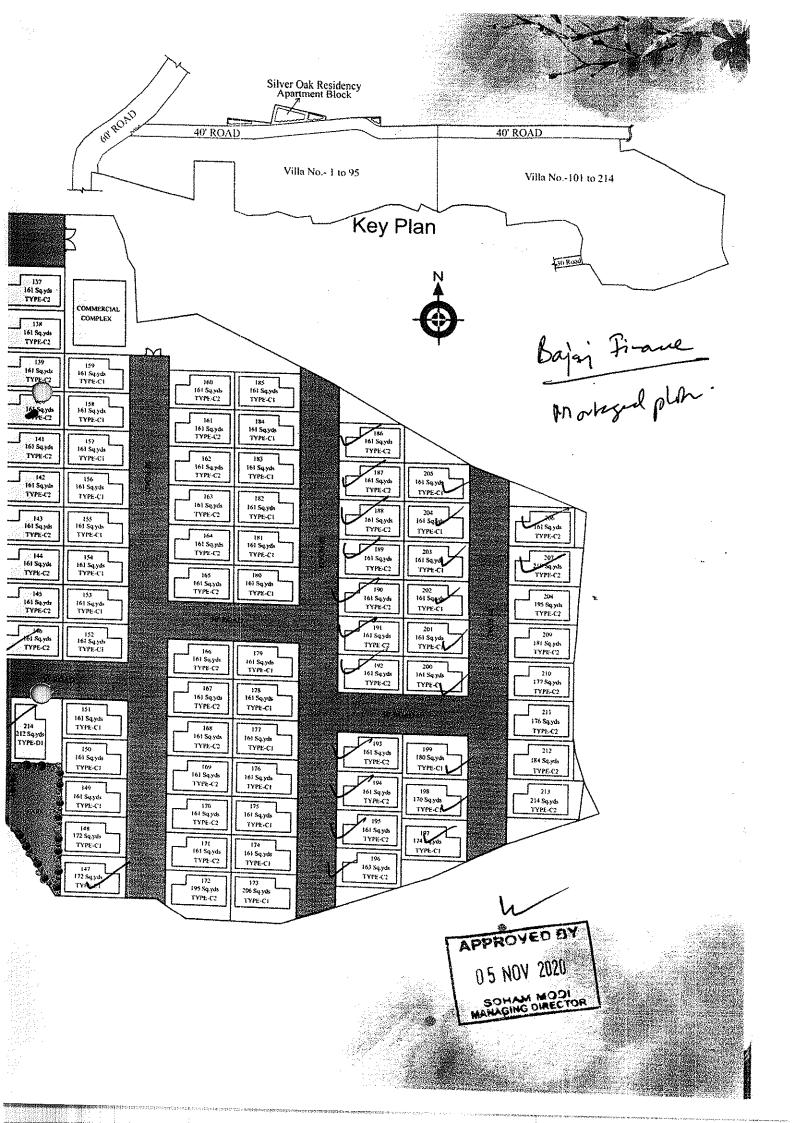












## sohammodi@modiproperties.com

Jaini Batavia <finance@matrixrecon.com>

Scort al: 61890

Sent: 02 November 2020 12:45 To: Soham Modi

Cc: Shreya Mody; jaya prakash

Subject: Fwd: Revised Cashflows - Green wood Heights Attachments:

Ongoing and Completed Projects.xlsx

Hi Soham bhai,

From:

PFA the Bank Details information for the commitment fees to be paid.

Also, as discussed with Dixit over call today:

- 1.Additional collateral of 25 plots of SOV against both the proposed projects shall suffice.
- 2. Since Pranav is resuming tomorrow, he shall visit and collect the documents tomorrow.
- 3. As discussed regarding ongoing Projects on Friday, PFA the revised sheet. Awaiting your approval on the same.

## Thanks and Regards.

## Jaini Batavia

Matrix Recon Private Limited

+91 9870454949 | +91 22 2490 4551 | 802, 8th Level, Lodha Supremus,

Opp. The World Towers, S. B Rd., Lower Parel (W), Mumbai - 400 013

Matrix Recon Pvt Ltd. will not accept any liabilities at law in equity or whatsoever for any decision made or influenced as a result of this correspondence. If you are not the intended recipient, notify the sender of the same.

----- Forwarded message -----

From: Dixit Solanki < dixit.solanki@bajajfinsery.in>

Date: Mon, Nov 2, 2020 at 11:52 AM

Subject: RE: Revised Cashflows - Green wood Heights

To: Shreya Matrix < shreya@matrixrecon.com >, Pranav Dhananiwala < pranav.dhananiwala@bajajfinserv.in >, Jaini

 $Batavia < \underline{finance@matrixrecon.com} >, Girish Govindaiah < \underline{girish.govindaiah@bajajfinserv.in} >$ 

Dear Jaini,

Please find attached account details for payment of commitment Fee of Rs. 5 Lakhs (Rs 2.5 lacs for each project).

Fees can be paid in below account vide RTGS:

Account no:	57500000119623
Bank :	HDFC BANK LTD
Beneficiary	Bajaj Housing Finance Limited
State :	MAHARASHTRA
District :	PUNE
Branch :	BHANDARKAR ROAD
IFSC Code :	HDFC0000007
MICR Code:	411240002





**Contractors All Risk Insurance** 

To.

MODI REALTY GENOME VALLEY LLP
2ND FLOOR, 5-4-187/3 AND 4, SOHAM MANSION, M G ROAD,
SECUNDERABAD
HYDERABAD - 500003
HYDERABAD
TELANGANA
INDIA
36ABFFM3063P1ZU(GSTIN Number)

Dear Sir / Madam,

## Contractors All Risk Insurance Policy No. 2600026186 00 00

We take this opportunity to welcome you to the Tata AIG family! Thank you for choosing us to meet your insurance requirement. We take immense pride in having you with us and are glad to offer the best of our services. Tata AIG General Insurance Company Ltd. (Tata AIG) combines the Tata Group's pre-eminent leadership position in India and AIG's global presence as the world's leading international insurance and financial services organization. We at Tata AIG, strive to anticipate customer priorities and exceed their expectations. You can be assured that you have chosen the right partner to be 'With You Always'

This booklet contains information about policy and other important details. We request you to kindly go through the terms and conditions of your insurance and keep this document safe.

Following are the basic details of your policy

Client ID	6089413161
Insured Name	MODI REALTY GENOME VALLEY
Communication Address	
	2ND FLOOR, 5-4-187/3 AND 4, SOHAM MANSION, M G ROAD, SECUNDERABAD HYDERABAD - 500003 HYDERABAD TELANGANA INDIA 36ABFFM3063P1ZU(GSTIN Number)
Product	Contractors All Risk Insurance
Project Period	From 20/12/2020 to 20/12/2020
Pf Period	From 29/12/2020 to 28/12/2023
Tow/Sum Insured (INR)	From 09/03/2021 to 28/12/2023
Net Premium (INR)	55,000,000.00
IGST @ 18% (INR)	57,766.00
Gross Premium (INR)	
	68,164.00

Should you have any concerns or require any assistance, you can always reach us at

- 1) 24X7 toll free helpline 1800 266 7780
- 2) SMS 'TAG' to 5616181
- 3) Write to us customersupport@tataaig.com

Thank you again for entrusting us with your business requirement. We sincerely appreciate you for expressing your confidence in TATA AIG.

We look forward to your continued patronage always.

Yours Sincerely,

Authorized Signatory

For Tata AIG General Insurance Company Ltd. Ltd.

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office. 15th floor, Tower A, Peninsula Business Park Gampatino Kadam Marg, Off Schapati Bapat Marg, Lower Forci, Mumbai- 460 013.

IRDA Registration No.108. CIN No.: U85110MH2060PLC128425, PAN : AABCT3518Q, UIN No.: IRDAN108CP0021V01201819

Website: www.tatacig.com/24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com



## **Contractors All Risk Insurance**

#### Schedule

Policy No.: Renewal:

2600026186

Issued at:

PUNE

Endorsement:

00

Name of the Insured: Communication Address:

MODI REALTY GENOME VALLEY LLP

2ND FLOOR, 5-4-187/3 AND 4, SOHAM MANSION, M G ROAD,

**SECUNDERÁBAD** 

HYDERABAD - 500003 **HYDERABAD** 

TELANGANA

INDIA

36ABFFM3063P1ZU(GSTIN Number)

Place of supply -TELANGANA

State code -36

rmediary Name:

DIRECT

Intermediary Code:

0032358000

Business of the Insured: Period of Insurance:

As per description of contract work From 09/03/2021 to 28/12/2023

Financial Interest:

BAJAJ HOUSING FINANCE LIMITED - ., 0,

Modi Realty Genome Valley LLP

Principal Address: Contractor Name:

Principal Name:

2nd floor, 5-4-187/3 and 4, Soham mansion, M G Road, Secunderabad, Hyderabad 500003

Contractor Address:

Modi Realty Genome Valley LLP

Sub - Contractor Name:

2nd floor, 5-4-187/3 and 4, Soham mansion, M G Road, Secunderabad, Hyderabad 500003

Sub - Contractor Address:

**Project Period: NKORL** Warranty:

From 29/12/2020 to 28/12/2023

It is hereby agreed and understood that we, as insurer are not liable for any loss and/or damage that might have happened from 29/12/2020 to 08/03/2021. We are also not liable for any losses that may be revealed after 08/03/2021 but would have happened

during the period of gap in cover from 29/12/2020 to 08/03/2021

**Risk Location Address:** 

SY.NOS.31/P, SITUATED AT MURAHARIPALLY VILLAGE, SHAMIRPET MANDAL, MEDCHAL- MALKAJGIRI DISTRICT, HYDERABAD-

500078, HYDERABAD, TELANGANA, INDIA

Description of Contract Works:

Residential Apartments. Stilt+5 Upper floors

Sr. No.	Insured Item	Sum Insured (INR)
	Section I - Material Damage	Suit Insuled (INK)
( <u>)</u> 1	Contract Works (Permanent and Temporary Works And materials to be incorporated therein)	
1.1	Contract Price (as per schedule of Quantities & Rates &/or Values attached)	
1.2	Materials and Item supplied by the principal	55,000,000.00
. 2	Any other works, & installations not Included in 1.1 and 1.2 above (e.g. camp. Colony, stores etc. as per list enclosed)	
3_	Construction Plant Machinery (Memo. 6) (as per list enclosed)	
	Total Sum Insured	55,000,000,00

ċ	Sr. No. Insured Item	Sum Insured (INR)
ċ	Section II - Third Party Liability	
ċ	Limit of indemnity in respect of any One accident or series of accidents Arising out of one	
ċ	- exett	
	2 Total limit of Section II during Policy period	
		<u>.t</u>

#### Deductible/Excess -Section I & II

- Normal 5% of claim amount subject to minimum of INR 25000
- AOG/Major Perils/ Collapse 10% of claim amount subject to minimum of INR 100000

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale. TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A. Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel. Mumbai-400 013. IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819 Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com



#### Terms & Conditions -

- 1 AGREED BANK CLAUSE
- 2 Earthquake
- 3 STFI Included
- 4 Adequate fire fighting measure shall be there at site. Minimum required protection is portable hand appliances.
- Round the clock security provisions/ Watch and Ward facility to be made available at all times at the site/premises throughout the policy period.
- No coverage for materials susceptible to water damage stored in open and in basement. Warranted that wet work is excluded
- 8 Terrorism is Excluded
- 9 Communicable Disease Endorsement / Infectious Diseases Exclusion Clause as per LMA 5393
- 10 Underinsurance (if any) to be applicable as per policy terms and conditions.
- 11 Cyber Risk Exclusion clause NMA 2915
- Our terms are based on the claim details provided by the client/broker/agent and subject to no known or further reported losses and no deterioration of loss ratio till inception of cover/confirmation of cover by us.
- 13 Tariff Occupancy RCC Framed structure above 5 storeys and upto 10 storeys

Total Sum Insured (INR)	55,000,000.00
T Net Premium (INR)	57,766.00
IGST @ 18% (INR)	10,398.00
Total Gross Premium (INR)	68,164.00

Subject otherwise to terms and conditions of Contractors All Risk Insurance

IN WITNESS WHEREOF the undersigned being duly authorised by directors of the Company has/have hereunder set his/their hand(s) at Mumbai on this 1st day of August 2013. GSTIN: 27AABCT3518Q1ZW - MAHARASHTRA, Service Accounting Code: 997137

The stamp duty of ₹ 0.5/- paid in cash or demand draft or by pay order, vide Receipt/Challan no: CSD/245/2021/544 dated the 12/02/2021

On Date: 23/03/2021

For Tata AIG General Insurance Company Limited.

Authorized Signatory

Policy Servicing Office
Tata AIG General Insurance Company Limited
3RD FLOOR,THE ORION KOREGAON PARK ROAD, OPP. ST. MIRA'S COLLEGE FOR GIRLS,,PUNE,MAHARASHTRA,PUNE-411001
Tel No:91-91-2067449596



### RECEIPT

Receipt No.: 106001019541448

Receipt Date: 04/03/2021

Policy No: 2600026186 00 00

Received with thanks from MODI REALTY GENOME VALLEY LLP a sum of **₹ 68,164.00** ( Rupees Sixty Eight Thousand One Hundred Sixty Four And Paise 00 Only) vide Cheque no. 453686 dated 04/03/2021 drawn on YES BANK LTD. ,PAYABLE AT PAR branch SECUNDRABAD towards

Sr. No.	Policy Number	Total Premium (२)	Utilized from the receipt for policy (₹)	Balance (₹)
1	2600026186 00 00	68,164.00	68,164.00	0.00

1. This is a computer generated receipt and does not require a signature.

2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.

3. Amounts received by cheque shall be subject to realisation.

4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

GSTIN: 27AABCT3518Q1ZW - MAHARASHTRA Service Accounting Code: 997137

Revenue (consolidated) Stamp Duty duly paid vide challan No.CSD/200/2020/3048 date 21/12/2020 for applicable cases.



#### CONTRACTORS ALL RISK INSURANCE

WHEREAS the insured named in the schedule hereto had made to Tata AIG General Insurance Company Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

#### **GENERAL EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with an interest or persons acting on destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;
- b) Nuclear reaction, Nuclear radiation or Radioactive contamination;
- c) Willful act or willful negligence of the Insured or of his responsible representative;
- d) Cessation of work whether total or partial.

#### **Terrorism Damage Exclusion Warranty**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

## PERIOD OF COVER

Construction Period -

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

'If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.'

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

#### **GENERAL CONDITIONS**

- 1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company
- 2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- 3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
- 4 (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
- (b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park.Gampatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 913.

IRDA Registration No.108, CIN No: U85110MH2000PLC128425, PAN: AABCT3518Q, UIN No: IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com



to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

- 5. In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall
  - a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
  - b) take all steps within his power to minimize the extent of the loss or damage
  - c) preserve the parts affected and make them available for inspection by a representative or surveyor deputed by the Company.
  - d) furnish all such information and documentary evidence as the company may require;
  - e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage of liability of which no notice has been received by the company within 14 days of its occurence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding ₹ 2,500/-. In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

bility of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

- 6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the company.
- 7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

- It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.
- 8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
- 9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute than their rateable proportion of any claim for such loss, damage or liability.
- 10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions.
  - i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
  - ii) The unexpired period is not less than 3 months or 25% of the policy period, whichever is less
  - iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Company by 15 days notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

#### **SECTION I - MATERIAL DAMAGE**

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

### **EXCLUSION TO SECTION I**

The Company, shall not, however, be liable for

- the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsclescence or otherwise, rust, scratching of painted or polished surfaces or Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale. TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com



breakage of glass;

d) loss or damage due to faulty design,

the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;

the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;

loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates; any damage or penalties on account of the Insured's non- fulfillment of the terms of delivery or completion under his Contract of Construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;

loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or

## PROVISIONS APPLYING TO SECTION I

#### Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

he event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured the amount recoverable by the insured under the policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

#### Memo 2. PREMIUM ADJUSTMENT

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

#### Memo 3. REINSTATEMENT OF SUM INSURED -

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

### Memo 4. BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,

OR

b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy

Memo 5. EXTENSION OF COVER - Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight), are not covered by this insurance, unless agreed upon at an additional premium to be prescribed by the Company.

#### Memo 6. CONSTRUCTION PLANT AND MACHINERY -

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

## Memo 7. SURROUNDING PROPERTY

Loss of or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 8. MAJOR PERILS/AOG PERILS -

The Major Perils/Acts of God Claims shall mean the claims arising out of

- a) Earthquake Fire & Shock
- b) Landslide/Rockslide/Subsidence,

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale. TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Scnapati Bapat Marg, Lower Parel, Mumbai- 400 013. IRDA Registration No.108, CIN No : U85110MF12000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819 Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

31315/7 of 11



c) Flood/Inundation,

d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.

e) Collapse

f) Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.

Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of <1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY Third party liability (TPL) cover cannot be granted during extended maintenance.

## SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the Insured against

a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon;

al liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workmen or employees of the owner of works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against

a) all cost and expenses of litigation recovered by any claimant from the Insured,

b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

#### **EXCLUSIONS TO SECTION II**

The Company will not indemnify the Insured in respect of

- 1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
- 2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
- 3. Liability consequent upon
- a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
- b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part which is insured under Section I, or an employee or workman of one of the aforesaid;
- accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
- d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

## CONDITIONS APPLYING TO SECTION II

- 1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.



WITH YOU ALWAYS

## AGREED BANK CLAUSE

## Attached to and forming part of Policy No. 2600026186 00 00

All policies in which a Bank/Financial institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given here under

It is hereby declared and agreed:-

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

## N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

- lii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B.: In cases where the name of any Central Government or State Government owned and/or sponsored Industrial Financing or Rehabilitation Financing corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/any financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

## quake (Fire and Shock)

## ned to and forming part of Policy No. 2600026186 00 00

In consideration of the payment by the Insured to the Company of the additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed Exclusions of this Policy to the contrary, this insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

#### Special conditions

- 1. Deductible as mentioned on the schedule of the policy
- This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
- Onus of proof In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of Earthquake.



## GRIEVANCE REDRESSAL POLICY

## **Grievance Lodgment Stage**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel

Call us 24X7 toll free helpline 1800 266 7780 Email us at customersupport@tataaig.com

Write to us at: Customer Support, Tata AIG General Insurance Company Limited A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097 Visit the Servicing Branch mentioned in the policy document

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply. Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After hing the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

**List of Insurance Ombudsman Offices** 

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union
AHMEDABAD	Office of the Insurance Ombudeman Jacob Prelia & British City	Territory, District
100 A	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the insurance Ombudsman, Jeevan Soudha Building, DTD No. 57-27-N-10 Cround Floor	Karnataka
- 11.00 - 200 - 1	1-3/1-3, 2-401 Main Koad, JP Nagar, 1st Phase, Bengalury - 560 078, Tel - 080 - 26652049 / 26652049	That That GRO
PLIODAL	ichidir pinalokbanbendaluru(@ecol.co.ib	
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office,	Madhya Pradesh Chattisgarh
44 C	predictively indicated, billipan - 462 003, 181.; 0/55 - 2/69201 / 2/69202 Fay: 0/55 - 2/69202	i danya 7 radesii Chatasgani
DI II IDANIECI II II I	Etildii: DiffidioKoal, Dropai(@ecoco in	i
BHUBANESHWAI	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009.	Orissa
1,445 (1)	1161: 00/4 - 2596461 /2596455 Fax: 0674 - 2596429 Fmail: himaloknal hhubanoswar@osoi eo i-	0.1350
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17, D.	Punjab, Haryana, Himachal Pradesh,
	Grandigant * 100 017. Tel.: 01/2 * 2/06196 / 2/16468 Fay: 0172 - 2708274	Jammu & Kashmir, Chandigarh
CUENCIAT	Email: bimalokpal.chandigarh@ecoi.co.in	Samuela & Rashinin, Chandiganti
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,	Tamil Nadu, Pondicherry Town and
1.7	PHENNAL - 000 018, Tel.: 044 - 24333668 / 24335784	Karaikal
DELHI	Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	(which are part of Pondicherry).
DELINI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi
<del>्रिप्रस्य</del>	11 - 23239033 / 23237532 Fax: U11 - 23230858 Fmail: himaloknal delhi@ecoi co in	- 5
G HATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panhazar over bridge, S.C. Board	Assam, Meghalaya, Manipur, Mizoram,
F :::	Suwanau - 781001(ASSAM), 161.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732037	Arunachal Pradesh, Nagaland and Tripura
INOTO ADAD	Email: bimalokpal.quwahati@ecoi.co.in	a straction induction, reagainst and impula
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,	Andhra Pradesh, Telangana,
	7" 5" 50 000 03, Cakul-ka-root, nyuerabaa - 500 004, [el.: ()4() - 65504173 / 23312122 Fav. 040 - 23274500	Yanam and part of Territory of
TATOLID	interior and an interior partial parti	Pondicherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005.	Rajasthan
	11-01. OLTI - 2/TUDOD EMBIL DIMBIOKNALJAIDIRMIECOLOGIA	
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,	Kerala, Lakshadweep, Mahe-a part of
14 T	Emakulan * 662 015. Tel.: 0484 - 2358/59 / 2359338 Fax: 0484 - 2359336	Pondicherry
KOLKATA	Email : bimalokpal.ernakulam@ecoi.co.in	
NOLNATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072.	West Bengal, Sikkim, Andaman & Nicobar
LUCKNOW	1,000 000 E2124000 / 44124040 [dX : U00 - //1/4341 Fmail: himaloknal bolkata@oco; co in	Islands
	Office of the Insurance Ombudsman, 6th Floor, Jeevan Rhawan, Phase-II, Marval Kichora Road, Hazardanai	Districts of Uttar Pradesh: Laitpur, Jhasi,
2	Federalow - 220 001, 181., 0322 - 2231330 / 2231331 Fax: 0522 - 7731310	Mahoba, Hamirpur, Banda, Chitrakoot,
	Email: bimalokpal.lucknow@ecoi.co.in	Allahabad, Mirzapur, Sonbhabdra,
	·	Fatehpur, Pratapgarh, Jaunpur, Varanasi,
		Gazipur, Jalaun, Kanpur, Lucknow, Unnao,
		Sitapur, Lakhimpur, Bahraich, Barabanki,
		Raebareli, Sravasti, Gonda, Faizabad,
		Amethi, Kaushambi, Balrampur, Basti.
i de		Ambedkarnagar, Sultanpur, Maharaigang.
		Santkabirnagar, Azamgarh, Kushinagar,
全 2 2.57		Gorkhpur, Deoria, Mau, Ghazipur,
		Chandauli, Ballia, Sidharathnagar



MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052	Goa, Mumbai Metropolitan Region excluding
	Email: bimalokpal.mumbai@ecoi.co.in	Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sabai Palace, 4th Floor, Main Road, Main Road	
	Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad,
		Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email:bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

# **CONTRACTORS ALL RISK INSURANCE - COMMERCIAL**

**Proposal Form** 

10



(The liability of the company does not commence until this proposal has been accepted by the company and the premium paid) Information given herein will be treated in strict Confidence.

Put a ⟨√⟩ mark wherever applicable.

S, No	Details	Aı	tswer				
1,	a) Name & Address of the Principal Trade or business	MANSION, M. G. ROAD					
	b) Name & Address of the Contractor Trade or business	b)	SECUNDERABAD, H AS PER QU		J3		
~~	c) Name & Address of the Sub Contractor, if any, Trade or Business	c)			e men opak 18 ar menger (gerland a som en synsky) skåndemag i styld avlide mengen i glyddisk skrivere		
2.	THE INSURED INTERESTS						
	Whose Interests are to be Insured?		Contractor	Sub-contractor	Principal		
3.	THE CONTRACT WORKS	· · · · · · · · · · · · · · · · · · ·	, der det Mille dereng er opgestat Melde des er y mengele johr de delen er opgeng gen sic seuk	The second of th			
<b></b> .	a) Full description of the Contract		, delan ser annual print Presidente en grenop, en glatide seur france george y legis de sede en en grego	and the second s	The second section of the second seco		
	b) Please give details -	***************************************	and an an the state of the stat	h additional traper of their later later and experience from the figure and the second			
*****	i) Building (type of construction, number of storeys etc.)			TO SEE STANDARD THE SEE SEE SEE SEE SEE SEE SEE SEE SEE S			
	ii) Blasting operation		and the manufacture of the property of the contract of the con	and the state of t			
	iii) Excavation work						
	iv) Pile driving	and the second second		r dan timen aya sanahaman ay ay a ta'ar a dan ay ay ay a dan			
	v) Tunneling						
	vi) Dam Construction or diversion of water						
	vii) Others (Specify)						
	Note - A site plan of contract works may be enclosed.	Pakina kalendara yang paping dan da	a popular na nagonju popular kalendara na popular kaja kalendara na nagonjuloje, kaj di distributura popular g				
4.	i) is this a Contract/Sub-contract forming part of an over all construction project	,	Yes				
	ii) If yes, give name of the Project		, the time changes by the plane who a significance with the plane of t	Protection a multi-			
5.	a) Will the construction be carried out by your own personnel?		Yes	1	No The state of th		
	b) If not, by whom?	b)		Committee of Assessment Committee of			
	c) Past experience of the Contractor	c)					
6.	a) Will any sub-contractors be taking part in the work of construction?	· [	Yes	;	No		
	b) If yes, what is their position as regards this insurance?	b)		in many			
	THE CONTRACT SITE			annumber by any contract and a fig. the physicisms is simply to experimental by the first or			
7.	a) Location of Contract site	al					
	b) Nearest port and/or Railway Station and distance.	<b>b</b> )		1000 11			
	Note - A complete layout of the site may be enclosed						
8.	a) Are any Special Risks of one or more of the following involved?	a)					
	i) Earthquake-Fire & Shock			The second secon			
	ii) Landslide/Rockslide/ Subsidence			The same properties of the same properties of the same gas			
	*	1 of 3	a management of property of the control of the cont	the decidence of the control of the	en e		

~	, iii) Flood/Inundation					
	iv) Storm/Tempest/Hurricane/Typhoon/ Cyclone					
	v) Collapse					
	vi) Water Damage for 'Wet' risk i.e. Contract involving construction in rivers, canals, lakes or sea.					
	b) Distance from nearest river, lake, reservoir or sea - the     names and particulars to be given	b)				
	c) Elevation of construction site above normal river, lake, reservoir or sea level	c)				
	d) is there any record of the construction site ever having been affected by any of the major perils specified in (a) above?	d)				
9.	Give full details regarding geological condition including sub soil					
10.	Brief description of the arrangements made for storage of construction materials and equipments - whether in open or closed premises.	a)				
	b) i) Will there be a watch and ward round the clock?	b) (i)	The same of the sa			
	ii) If not, what precautions will be taken against theft, malicious damage etc.	(li)	70			
11.	THE INSURANCE					
	a) Estimated construction period excluding maintenance period	a)36month				
	(cover to commence from the date of first arrival of consignment material at site or commencement of work whichever is earlier).	From: 29/12/2020	To: 28/12/2023			
	b) Cover required during maintenance period, if any	a) month				
		From:	To: [4] \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
74,000 000 000	c) Probable date on which construction is expected to be completed	c)				
A conference of the conference	d) Period of Insurance required	a) <u>36</u> month				
	a) Have you approached any other insurance Co. for	From: 09/03/2021	To: 28/12/2023			
12,	Insurance Cover in respect of this Proposal?	Yes	No			
	b) If yes, please state name of the Insurance Company.	b)	The state of the s			
13.	Has any such proposal been -					
	a) Declined?	Yes	No			
(	b) Withdrawn?	Yes	No			
	c) Accepted subject to an increased rate or special conditions?	Yes	No			
	SUM INSURED					
14.	i) Contract works -					
	Note-Please attach schedule of quantities and rates and/or values (Per	manent & Temporary works including all mi	aterials to be incorporated			
	a) Contract Price	Rs				
	b) Materials or items supplied by the Principal					
	c) Any additional items not included in (a) and (b) above					
	d) Landed cost of imported items as at construction site {please specify whether included in (a) and/or (b) above) at Exchange Rate					
	N 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
	ii) Construction Plant & Machinery to be used at the construction site (Details as per attached sheet)	Rs				
	iii) Clearance & Removal of Debris					
	iv) Insured's own surrounding property. Rs.					
L	f.					

V108CP0021V01201819
URANCE - COMMERCIAL UIN: IRDAN
TRACTORS ALL RISK INSURANCE - CO
CONTRACTORS

ř	v) Extra charges for E overtime Sunday	xpress Freight (excluding A & Holiday rates of wages, if	Air Freight) required.	Rs.	······································				
	vi) On increased Rep if required	acement value for item i (a)	(b) & (d) above,	Rs.	and the same throughput the same and the same throughput the same throughput through the same throughput through the same throughput through the same throughput throughput throughput through the same throughput throughpu		0.4.3		
	-vii) Third Party liabilit	¥	and the second of the second				%)		
	a) for any one acc	ident		Rs,	ann a magaig (Amalain mar a mar a / Mar a mar a magaige (Ala a)	the second of th		7	<b>&gt;</b>
	b) for all Accident	s during the period	Makka a marapatagah kiki sama manana, da sahka amay milihak damana, magad	Rs					
15.	Do you wish to opt for I	nigher amounts of Deductib	le Excess?	Yes			No	9	
	If yes, whether	\$***		**	raformer - version, excessive myseral o		140	0	
AML Gui	idelines I/we hereby con	ii) 5 times	lii ) 10 times		iv) 20 times			7	
sources of the status • Nationa	of funds. The insurance of ites, directly or indirectly	firm that all premiums have e listed in Prevention of Mor company has right to cancel governing the prevention o lon-Indian If Non-	the income	t in case I am/ha India.	ve been found gu	y nas the right lilty by any co	to call for document	out of produments to e	eeds of stablish r any of
Corporat		(manual )	L	Non Govern	mental Organizat	ions	Society	9	of the statement
Trust Bank Deta	Partners zails	hip Internatio	nal Organization	Cooperatives	S		Section 25 C	ompan/	1
*Name	of the Account Holder:							O	CONTRACTOR STREET
ا پا	of the Bank:							·	
Type of	f Account:	SB Account	Current Accor	unt	Others (Please st	Branch:			
Accour	nt Number:			T	Outers (Flease s)	Jeculy)			
.IFSC.C	ode:								
Signature	ion: tent of this form along wi the policy terms & condi e of the Proposer Signature of agent/intern	th product benefits, terms/c tions. : nediary :	conditions and exclusion	ons have been cl	early explained to	o me. I/we hav	e understood :	these and c	onfirm to
Vernacul	lar Declaration (Certifica	tion in case the proposer h	as signed iπ vernacula	r/thumb print):					
The cont understo	tent of this form along wi ood and confirmed the sa	th product benefits, terms/o	conditions and exclusion	ons have been cl	early explained b	y me in verna	cular to the pro	poser who	has
	e of the Proposer	:							
25.0	Signature of agent/intern reclaration:	nediary :							
accepted m/ind	tions contained herein or d by the Company for iss cluding addendum(s), affi her more if there has been	aloyee of the Broker/Relatio I in this Proposal Form to th any details sought herein value suance of the Policy. I have davits, statements, submiss in a non-disclosure of any na aid under the Policy may be	will form the basis of t further explained that sions, furnished/to be f	tatement(s), info he Contract of In if any untrue sta urnished, the Col	surance between atement(s)/ inform	HI the content conse(s) subm n the Compan nation/respon	s of this Propo itted by him/he y and the Prop se(s) is/are cor	sal Form, in or in this Pro oser, if this trained in th	cluding the posal Form Proposal is
		rate Agent/Broker/Relations							
Place:		od code	Signature of A	dent:			<u>.</u>		
Prohibiti 1. No pe kind of ri person to the insur	ion of Rebates - Section erson shall allow or offer isk relating to lives or pro aking out or renewing or rer. 2. Any person making	41 of the Insurance Act, 19 to allow either directly or i perty in India, any rebate o continuing a policy accept default in complying with	38 as amended by Ins ndirectly as an induce the whole or part of the any rebate, except such the provisions of this s	urance Laws (An ment to any per he commission p h rebate as may section shall be li	nendment) Act, a son to take out of payable or any of be allowed in act able for penalty	2015 If renew or co	ntinue an insulum shown on the published	ne policy, n prospectus	or shall any or tables of
sale.	ca is the subject matter of 64 VB of the Insurance A	n the solicitation. For more	details on risk factor	s, terms and con	ditions, please r	ead Policy Wo	rdings carefull	y, hefore co	ncluding a
		der the policy is subject to r	eceipt of premium by	Tata AIG General	l Insurance Comp	pany Limited.			
-PLACE		•	For Modi Rea		<del></del>	,	JAYAU	PRAK	ASIT
DATE :			Autho Signat	Prised Signature of Propo	SER	£	JAYAU MANA NANC		

Tata AlG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tataaig.com Website: www.tataaig.com IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425