Scan id: 63971

BAJAJ FINSERV

2000

Date:23-11-2020

To,
M/s. Modi Realty Genome Valley LLP,
5-4-187/3 & 4, Soham Mansion,
M.G. Road,
Hyderabad 500003.

Dear Mr Soham Satish Modi,

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 5.00 Crore (Rupees Five Crores only) towards project "Bloomdale residency" 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 alter 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,
802789
Authorized signatory

Approved and accepted by the Borrower

For Modi Realty Genome Valley LLP
Signature(s)
Date
Name
Designation
Designated Partner

For Modi Properties ~~Pvt.~~ Ltd.
Managing Director

For MODI HOUSING PVT LTD.
Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

Terms and Conditions

Borrower	Modi Realty Genome Valley LLP
Co-Borrower	Mr. Soham Satish Modi, Mr. Ashish Pramod Modi, M/s. Modi Housing Pvt Ltd & M/s. Modi Properties Pvt Ltd.
Developer	Modi Properties group
Lender	Bajaj Housing Finance Limited (BHFL)
Project	Bloomdale Residency, located at Genome Valley, Hyderabad
Facility	Loan amount not exceeding Rs. 5,00,00,000 (Rupees Five Crores Only) for the purpose of Construction cost and general working capital requirements of the project "Bloomdale Residency" referred to as the "Facility".
Purpose of Facility	• Facility will be used towards construction cost and/or working capital requirement of the Project and Bloomdale residency". • 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.
Tenure	• Total tenure not exceeding 60 months including Principal standstill period of 30 months from the date of first disbursement.
Interest on the Facilities	• 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. • 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.
Processing fees for Facilities	• The Borrower will pay 1.15 % of the Facility Amount plus all applicable taxes and statutory levies thereupon issuance of final sanction letter. • The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project. • The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days from the date of issuance.
Home Loan	• 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. However, customer will have a right to choose any bank / housing finance company. • Borrower here with undertake to provide all project walk-in data to BHFL on real time basis.
Marketing	• 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. • 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.
Prepayment	• 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 on the Outstanding amount in case of takeover by any financial institution.

For Modi Realty Genome Valley LLP

Designated Partner

For MODI HOUSING PVT. LTD.

Director

For Modi Properties Pvt. Ltd.

Managing Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

Disbursement schedule

The facility amount of Rs 5.00 Cr will be disbursed upon compliance of sales, Construction cost and collection milestones as mentioned below: -

Tranche	Tranche disbursement	Cumulative disbursement	Construction Cost % milestones	Incremental Collection milestone (Rs in Cr)	Cumulative Collection milestone (Rs in Cr)	Incremental sales (sq.ft)	Cumulative Sales units (sq.ft)
1	1.00	1.00	9%	0.00	0.50	0	4,000
2	1.00	2.00	20%	0.50	1.00	6400	10,400
3	1.00	3.00	33%	0.75	1.75	6400	16,800
4	1.00	4.00	48%	1.00	2.75	9600	26,400
5	1.00	5.00	65%	1.25	4.00	9600	36,000
Total	5.00			3.50		32,000	

Note:

- First tranche will be disbursed post security perfection.
- Both sales, collection and construction milestone need to be adhered for release of every tranche amount.
- Sales will be considered for only Sanctioned Units.
- Cash Flow and collateral securities of all the BHFL funded projects to be cross collateralized.
- In case of low / slow sales & collections in the project, developer needs to bring his own equity to complete the project and to mitigate cash flow deficit.
- CA Certified cost incurred has to be submitted for every tranche disbursal certifying the tranche amount has been used towards project.
- The achievement of the Sales milestones, Cash flow and Tranche disbursal amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion.
- Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as agreed during the loan sanction. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan up to 4% per month on the entire loan outstanding.

Repayment for Facilities

- The borrower agrees and undertakes to repay principal amounts by way of scheduled repayment of the facilities to BHFL in 30 months after Principal standstill period of 30 months from the date of first disbursement.
- Due date for the repayment will be 15th of every month.
- Repayment to be on FIFO basis i.e. All monies transferred to the collection account shall be first utilized towards immediate repayment of the outstanding principal of the facility. Repayments will be adjusted towards the monthly installments as payable in the forward order of maturity i.e. on FIFO basis.
- Interest to be serviced monthly during the Principal standstill period from the current account of the borrower through ECS/PDC's/NACH.
- 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 facilities in the below ratio. Remaining amount will be transferred to the current account of the borrower.

S.No	Period	Receivables	Sweep
1	1 to 12 months	First Rs 4 Cr	20%

For Modi Realty Genome Valley LLP

Designated Partner

For MODI HOUSING PVT. LTD.

Director

For Modi Properties Pvt. Ltd.

Managing Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

	2	13 to 24 months	Above Rs 4 Cr and upto Rs 8 Cr	35%
	3	25 to 60 months	Above Rs 8 Crore	50%

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.

- The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
- Scheduled repayment of EMP inclusive of escrow repayments till closure of facility.
- Calculation of dues – At the end of the moratorium period, the total disbursed amount will be divided by remaining Loan Tenure. This amount, called Ideal Equated Monthly Principal (EMP), will remain constant for the remaining loan tenure until any additional disbursal done in loan account. The Ideal EMP will be deducted from the total disbursed amount at the end of moratorium period to arrive at the Ideal POS. This Ideal POS will be calculated for the remaining tenure by deducting the Ideal EMP from the Ideal POS every month. The actual POS will be compared against this Ideal POS every month. In case the actual POS is lower than the Ideal POS, no EMP will be payable for that month. In case actual POS is more than the Ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated on a daily basis on the actual POS & will need to be paid on the due date. In case of any additional disbursal during the loan tenure, the additional disbursed amount will get divided by the remaining loan tenure & the Ideal EMP will increase accordingly.

Minimum Selling Price

- Minimum Selling Price (MSP) for the Project "Bloomdale residency" is Rs. 2,800 per sq. ft. 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

- Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with or relating to the Project and all insurance proceeds both present and future.
- The Borrower will maintain a minimum net receivable cover of 1.75 times of the principle outstanding during the tenor of the facilities. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL.

Escrow account

- The Borrower will have to open an escrow account with the designated bank as identified by the Lender.
- 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.
- 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 facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower.

S.No	Period	Receivables	Sweep
1	1 to 12 months	First Rs 4 Cr	20%
2	13 to 24 months	Above Rs 4 Cr and upto Rs 8 Cr	35%
3	25 to 60 months	Above Rs 8 Crore	50%

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

	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. • The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and at the time of the disbursement of each tranche. • 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

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office,
Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

	Account is not opened within 180 days. • Recall the Loan if the Escrow Account is not opened within 210 days.
Security for Facility	• Exclusive First Charge by way of registered equitable mortgage on developer share of unsold units and UDS there upon in the project "Bloomdale residency". • Exclusive first charge on the entire land pertaining to project "Bloomdale residency". • Exclusive Second Charge by way of registered equitable mortgage on unsold units and UDS there upon mortgage to GHMC/HMDA in the project project "Bloomdale residency". • 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 project "Bloomdale residency". • The receivables will be monitored and controlled through an escrow arrangement. • Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms). • Security cover to be maintained during tenure of loan is 1.75x. • Escrow arrangement and Security to be created before disbursement. • (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 has been repaid in part.
Pre-disbursement conditions	• Project to be RERA registered as per the prevailing byelaws. • Escrow account to be operational with the designated bank. • Borrower shall execute the financing/loan documents as per BHFL requirements. • Satisfactory completion of all diligences. • 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. • CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project. • 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. • Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower. • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. • NACH Form and Security cheques as per BHFL norm to be provided.
Conditions to be satisfied within 30 days from first disbursement	• Borrower to insure the project for the entire tenor upfront and for the full project cost to the satisfaction of the lender. Policy obtained to be endorsed in favor of Lender within 30 days from date of first disbursement.

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

Event of default	• The following events will, inclusive and not restricted, will constitute an event/s of default: • Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days. • 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 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 BHFL. • Any of the Financing Agreements becomes unenforceable against the Borrower.
Consequences of default	• 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.
Other covenants	• 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

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

![BAJAJ FINSERV]

- 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 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

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

	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. • Permit any transfer of the controlling interest or make any drastic change in the management set up. • Divert/utilize funds to other associates/group companies. • Change the Project plan originally submitted during the application of facilities. • Any other transaction specific conditions
Assign ability	• 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.
Audit	• 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. • 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.

List of unsold units to be mortgaged with BHFL of Project " Bloomdale residency"

S. No	Block	Unit No.	Configuration	SBA in sq.ft	status
1	A	116	2 BHK	800	Unsold
2	A	117	2 BHK	800	Unsold
3	A	118	2 BHK	800	Unsold
4	A	119	2 BHK	800	Unsold
5	A	120	2 BHK	800	Unsold
6	A	121	2 BHK	800	Unsold
7	A	122	2 BHK	800	Unsold
8	A	201	2 BHK	800	Unsold
9	A	202	2 BHK	800	Unsold
10	A	203	2 BHK	800	Unsold
11	A	204	2 BHK	800	Unsold
12	A	205	2 BHK	800	Unsold
13	A	206	2 BHK	800	Unsold
14	A	207	2 BHK	800	Unsold

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

15	A	208	2 BHK	800	Unsold
16	A	209	2 BHK	800	Unsold
17	A	210	2 BHK	800	Unsold
18	A	211	2 BHK	800	Unsold
19	A	212	2 BHK	800	Unsold
20	A	213	2 BHK	800	Unsold
21	A	214	2 BHK	800	Unsold
22	A	215	2 BHK	800	Unsold
23	A	216	2 BHK	800	Unsold
24	A	217	2 BHK	800	Unsold
25	A	218	2 BHK	800	Unsold
26	A	219	2 BHK	800	Unsold
27	A	220	2 BHK	800	Unsold
28	A	221	2 BHK	800	Unsold
29	A	304	2 BHK	800	Unsold
30	A	305	2 BHK	800	Unsold
31	A	306	2 BHK	800	Unsold
32	A	307	2 BHK	800	Unsold
33	A	308	2 BHK	800	Unsold
34	A	309	2 BHK	800	Unsold
35	A	310	2 BHK	800	Unsold
36	A	311	2 BHK	800	Unsold
37	A	312	2 BHK	800	Unsold
38	A	313	2 BHK	800	Unsold
39	A	314	2 BHK	800	Unsold
40	A	315	2 BHK	800	Unsold
41	A	316	2 BHK	800	Unsold
42	A	317	2 BHK	800	Unsold
43	A	318	2 BHK	800	Unsold
44	A	319	2 BHK	800	Unsold
45	A	322	2 BHK	800	Unsold
46	A	401	2 BHK	800	Unsold
47	A	402	2 BHK	800	Unsold
48	A	403	2 BHK	800	Unsold
49	A	404	2 BHK	800	Unsold
50	A	405	2 BHK	800	Unsold
51	A	406	2 BHK	800	Unsold
52	A	407	2 BHK	800	Unsold
53	A	408	2 BHK	800	Unsold

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

BAJAJ FINSERV

54	A	409	2 BHK	800	Unsold
55	A	410	2 BHK	800	Unsold
56	A	411	2 BHK	800	Unsold
57	A	412	2 BHK	800	Unsold
58	A	413	2 BHK	800	Unsold
59	A	414	2 BHK	800	Unsold
60	A	415	2 BHK	800	Unsold
61	A	416	2 BHK	800	Unsold
62	A	417	2 BHK	800	Unsold
63	A	418	2 BHK	800	Unsold
64	A	419	2 BHK	800	Unsold
65	A	420	2 BHK	800	Unsold
66	A	421	2 BHK	800	Unsold
67	A	422	2 BHK	800	Unsold
68	A	501	2 BHK	800	Unsold
69	A	502	2 BHK	800	Unsold
70	A	503	2 BHK	800	Unsold
71	A	504	2 BHK	800	Unsold
72	A	505	2 BHK	800	Unsold
73	A	506	2 BHK	800	Unsold
74	A	507	2 BHK	800	Unsold
75	A	508	2 BHK	800	Unsold
76	A	509	2 BHK	800	Unsold
77	A	510	2 BHK	800	Unsold
78	A	511	2 BHK	800	Unsold
79	A	512	2 BHK	800	Unsold
80	A	513	2 BHK	800	Unsold
81	A	514	2 BHK	800	Unsold
82	A	515	2 BHK	800	Unsold
83	A	516	2 BHK	800	Unsold
84	A	517	2 BHK	800	Unsold
85	A	518	2 BHK	800	Unsold
86	A	519	2 BHK	800	Unsold
87	A	520	2 BHK	800	Unsold
88	A	521	2 BHK	800	Unsold
89	A	522	2 BHK	800	Unsold
90	A	222	2 BHK	800	Unsold
Total				72,000	

For Modi Realty Genome Valley LLP

Designated Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI HOUSING PVT. LTD.

Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

List of unsold units mortgaged with HMDA/GHMC of Project " Bloomdale residency"

Sl. No.	Block	Unit No.	Configuration	SBA in sq.ft	Status
1	A	104	2 BHK	800	Unsold
2	A	105	2 BHK	800	Unsold
3	A	106	2 BHK	800	Unsold
4	A	107	2 BHK	800	Unsold
5	A	108	2 BHK	800	Unsold
6	A	109	2 BHK	800	Unsold
7	A	110	2 BHK	800	Unsold
8	A	111	2 BHK	800	Unsold
9	A	112	2 BHK	800	Unsold
10	A	113	2 BHK	800	Unsold
11	A	114	2 BHK	800	Unsold
12	A	115	2 BHK	800	Unsold
Total				9,600	

List of sold units of Project " Bloomdale residency"

Sl. No.	Block	Unit No.	Configuration	SBA in sq.ft	Agreement Value	Amt Received	Committed
1	A	301	2 BHK	800	22,50,000	10,00,000	12,50,000
2	A	302	2 BHK	800	22,50,000	10,00,000	12,50,000
3	A	303	2 BHK	800	22,50,000	10,00,000	12,50,000
4	A	320	2 BHK	800	22,50,000	10,00,000	12,50,000
5	A	321	2 BHK	800	22,50,000	10,00,000	12,50,000
Total				4,000	1,12,50,000	50,00,000	62,50,000

For Modi Realty Genome Valley LLP

Designated Partner

For MODI HOUSING PVT. LTD.

Director

For Modi Properties Pvt. Ltd.

Managing Director

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

Scan Id: 63944

K3R Associates
Advocates & Advisors

K3R

K. Ram Ratan Reddy
MSW, LLB, MBA.,
ADVOCATE

Basis Nov

28.12.2020

To
Modi Realty Genome Valley 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 Bloomdale Residency Project

Sl. No	SFDC.No	Name of the Customer	V-ID	Total
1	APF	Bloomdale Residency Legal	NA	8500
2	APF	Bloomdale Residency Vetting	NA	1500
Total: 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

The Pan No. **ANPPK8428C** & *GSTIN NO.36ANPPK8428C1Z*

Thanking You,

K RAM RATAN REDDY
RAM RATAN REDDY
K.RAM RATAN REDDY
Advocate

Hyderabad : Plot No. A 4/B, Groundfloor, Near KFC, Vikrampuri Colony, Secunderabad - 500 009, Cell : 093903 99911, 093930 99911, 096528 03911
E-mail: k3rassociates.hyd@gmail.com - k3r.advocate@gmail.com - rrr.advocate@gmail.com - kodiganti.3r@gmail.com
Vijayawada : 30-23-69, Opp. Tagore Hospital, Durga Agraharam, Eluru Road, k3rassociates.vjw@gmail.com
Visakapatnam : D. No. 51-14-27/2, Kranthi Nagar, Nakkavanipalem, Seethammadhara, k3rassociates.vsp@gmail.com

Date: 30th October 2020.

To,

M/s. Modi Realty Genome Valley 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. 5.00 (Rupees Five Crores only) towards project "Bloomdale Residency" 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 alter 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

	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. • 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.
Prepayment	• 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.
Disbursement schedule	• The facility amount of Rs 5.00 Cr will be disbursed upon compliance of sales & Construction cost milestones as mentioned below: -

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%)	1.00	-	-
2	22%	1.00	8	0.50
3	35%	1.00	8	0.75
4	50%	1.00	12	1.00
5	65%	1.00	12	1.25
Total		**5.00**	40	

Note:

- First tranche of Rs. 1 Cr will be disbursed post Security perfection.
- Both sales and construction milestone need to be adhered for release of every tranche amount.
- Project cost excludes land and interest cost.
- CA Certified cost incurred has to be submitted for every tranche disbursal certifying the tranche amount has been used towards project.
- Sales will be considered for only Sanctioned Units.
- The achievement of the Sales milestones, Cash flow and Tranche disbursal amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion.
- Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as agreed during the loan sanction. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan upto 4% per month on the entire loan outstanding.

<table>
<tr>
<td>receivables</td>
<td>in connection with or relating to the Project and all insurance proceeds both present and future.
• The Borrower will maintain a minimum net receivable cover of 1.75 times of the principal outstanding during the tenor of the facility. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL</td>
</tr>
<tr>
<td>Escrow account</td>
<td>• The Borrower will have to open an escrow account with the designated bank.
• 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).
• 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.
<table>
<tr><th>S.No</th><th>Period</th><th>Receivables (Rs in Cr)</th><th>Sweep</th></tr>
<tr><td>1</td><td>1 to 12 months</td><td>First Rs. 4 Cr</td><td>20%</td></tr>
<tr><td>2</td><td>13 to 24 months</td><td>Above 4 Cr up to Rs. 8 Cr</td><td>35%</td></tr>
<tr><td>3</td><td>25 to 48 months</td><td>Above Rs.8 Cr</td><td>50%</td></tr>
</table>
• Note: The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier. Once Project is completed, sweep will be increased to minimum 80%.
• The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
• 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</td>
</tr>
</table>

	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.
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	• The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent: • Project to be RERA registered as per the prevailing byelaws • Escrow account to be operational with the designated bank IndusInd Bank Limited. • Borrower shall execute the financing/loan documents as per BHFL requirements. • Satisfactory completion of all diligences. • 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. • CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project. • 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. • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. • Execution of Registered Mortgage of Project Land and unsold units of Project in favor of BHFL. • Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower. • NACH Form and Security cheques as per BHFL norm to be provided • RERA Certificate to be provided before the first disbursement
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 endorsed in favor of Lender within 30 days from date of first disbursement.
Event of default.	• The following events will, inclusive and not restricted, will constitute an event/s of default. • Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days. • 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 under the Insolvency and Bankruptcy Act together with its

	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 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 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

Scan id: 64108

Bajaj

Date:28-12-2020

To

Modi Realty Genome Valley 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.5,00,00,000/- facility availed by you against the project "Bloomdale Residency"

Sl.No	Date of Document	Nature of Document	Original
1	19.04.2018	Registered Sale Deed bearing document No. 5192 of 2018 in favour of M/s.Modi Realty Genome Valley LLP rep by its Director Mr.GaurangMody	Original
2	31.03.2018	Registered Sale Deed bearing document No. 4199 of 2018 in favour of M/s.Modi Realty Genome Valley LLP rep by its Director Mr.GaurangMody	Original

For Bajaj Housing Finance Limited

Bajaj Housing Finance Ltd.

BAJAJ HOUSING FINANCE LIMITED

100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

2nd Floor, #203, Office No. 3A & 3B, Aditya Trade Center, Above Passport Office, Ameerpet, Hyderabad, Telangana - 500038, India
Corporate Office: Cerebrum IT Park, B2 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

Scan Id : 63947

Modi Realty Genome Valley LLP

5-4-187/3&4, II floor, MG Road,
Secunderabad – 500 003.
Phone: +91-40-66335551

SCHEDULE II

DETAILS OF TITLE DEEDS

Project – Bloomdale Residency

S.NO	Date of Document	Nature of Document	Original
1	19.04.2018	Registered Sale Deed bearing document No. 5192 of 2018 in favour of M/s.Modi Realty Genome Valley LLP rep by its Director Mr.Gaurang Mody	Original
2	31.03.2018	Registered Sale Deed bearing document No. 4199 of 2018 in favour of M/s.Modi Realty Genome Valley LLP rep by its Director Mr.Gaurang Mody	Original

IN WITNESS WHEREOF THE DEPOSITOR/S HAVE SET THEIR HAND THIS DAY, MONTH AND YEAR MENTIONED ABOVE.

M/s. Modi Realty Genome Valley LLP.

Represented by its authorized signatory

Mr. SOHAM SATISH MODI
Managing Partner
(DEPOSITOR)

I have received the above 2 original documents.

Bajaj Housing Finance

M/S BAJAJ HOUSING FINANCE LIMITED

Represented by its authorized signatory

Mr. Anugu Ramreddy
(DEPOSITEE)

WITNESSES :

1. ……………………………… 2. ………………………………

IndusInd Bank

Standing Instructions Form for Transfer of Funds

Date: 01/04/2021

To,

The Manager,
Nariman Point Branch, IndusInd Bank Limited

I / We wish to (tick whichever is applicable):

[√] Apply for New Standing Instruction

[ ] Amend the Existing Standing Instruction

Beneficiary Details

Beneficiary Name 1	MODI REALTY GENOME VALLEY LLP-BLOOMDALE RESIDENCY-BHFL ESCROW AC
Beneficiary Account Number	259502288200
Beneficiary Bank Branch	Nariman Point Branch
Beneficiary Bank Name	Indusind Bank
Percentage of transfer	100%

Remittance Details

Remittance Amount (in figures)	100% as per given % to 1 beneficiaries
Remittance Amount (in words)	
Frequency	
	Daily BOD
Debit Instruction Start Date	01 April 2021
Debit Instruction End Date	06 November 2025

1. **Account Holder Details**

Account Number	250130012074
Customer Name	MODI REALTY GENOME VALLEY LLP-BLOOMDALE RESIDENCY-BHFL RERA AC
Mobile Number	9502288200

I / we hereby agree to the terms and conditions mentioned on the reverse / attached herewith.

Customer/s Signature

Customer Acknowledgement Form

We confirm having received the Standing Instruction request from your Account ________________ towards the beneficiary account number ____________ pertaining to ________ Branch of ________ Bank for ₹ __________ with effect from _ _ / _ _ / _ _ _ _ on a daily / monthly / quarterly / half-yearly / yearly basis.

Date -Request Received	Received by (Name & ECN)	Branch Seal with signature

IndusInd Bank

Terms & Conditions for Standing Instructions

1. I / We undertake to keep sufficient funds in the account on the date of standing instruction. The Bank will not be held responsible if any transaction is delayed or not executed for reasons of incorrect or incomplete information.
2. I / We understand that applicable charges will be debited from my account towards processing the standing instruction request.
3. I / We understand that the Bank will be relying on the information I provide, and will be acting in accordance with such reliance.
4. I / We understand that a charge may be levied by the Bank in the event the Standing Instruction is returned due to insufficient funds. Further, the Bank at its discretion has the right to cancel the instruction provided without advice if consecutive three payments have been returned due to insufficient funds.
5. I / We understand that the instruction given by me will be in effect till the end of debit instruction or until advised by me / us in writing to suspend the standing instruction mandate. Any amendments to the standing instruction shall be given by me / us in writing at least 1 week prior to the next date of debit from my / our account.
6. I / We understand that if the Standing Instruction falls on a holiday, the same will be executed on the next working day.
7. I / We understand that amount once debited from the account towards standing instruction cannot be reversed / revoked back into the account.
8. I / We Understand that the Bank shall have the right, in its discretion, to refuse to execute any instruction received under this Agreement without incurring any liability therefore.
9. I / We understand that the Bank is not responsible for any delay or failure to carry the standing instruction where such delay or failure is attributable to any cause beyond Bank's control and the Bank shall under no circumstance be responsible for any losses arising executing the standing instructions in such scenarios.
10. I / We agree to indemnify and hold the Bank harmless and free from any claim, loss, liability, damage

or expense arising directly or indirectly from this Agreement and/or the transactions contemplated therein or the Bank's inability to execute any transactions contemplated herein.

For Bank Use Only

Date of Execution	Signature Verified By (Name & ECN)	Request Executed By (Name & ECN)	SI Reference Number (System generated)

Modi Realty Genome Valley LLP

5-4-187/3&4, II floor, MG Road,
Secunderabad – 500 003.
Phone: +91-40-66335551

Date:- April 01 , 2021

To,
The Manager
IndusInd Bank Ltd.
Escrow Operations,
Central Processing Unit,
1st Floor, Naurang Square,
Plot No. A4, Cross Rd, "B"Marol,
MIDC Central Rd, Near Shrungar Hotel,
Kondivita Andheri-East Mumbai 400093.

Sub :- Transfer of funds under RERA Act, 2016 and Telangana State RERA Regulations

We request you to set standing instructions from RERA Account no. 250130012074 to Escrow Account No. 259502288200 to transfer 100% of the amount on daily basis at BOD.

Start Date: - 01- April -2021

End Date: - 06 – November -2025

We confirm that the instructions issued are in line with the RERA agreement and we will share the self-declaration in 1st week after the end of quarter or before processing next transaction in the following quarter. (Apr – June, July – Sept, Oct – Dec, Jan – Mar).

For, above withdrawals we have obtained requisite certificates from the project Architect, Engineer & Practicing Chartered Accountant. Further, we undertake to produce these certificates for inspection if required by the Bank.

We agree that if the self-declaration for last quarter has not been submitted to Indusind Bank the bank can hold our future RERA transactions until submission of self-declaration.

Thanking you,

Yours faithfully,
For MODI REALTY GENOME VALLEY LLP

Soham Modi
Managing Partner

Place: Hyderabad
Date: 01- April -2021

Modi Realty Genome Valley LLP

5-4-187/3&4, II floor, MG Road,
Secunderabad – 500 003.
Phone: +91-40-66335551

SELF – DECLARATION

I/We, **MODI REALTY GENOME VALLEY LLP** promoter of the ongoing project having Telangana State RERA Registration No. **P02200001781** do hereby state and declare on solemn affirmation as under:

I/We say that 70% amount received from the allottee of the said project is deposited by me/us in designated separate account and I am/we are entitled to withdraw the said amount proportionate to the progress in the Real Estate Project.

I/We say that my/our withdrawals from my/our designated separate account no. **250130012074** in the quarter July to September of the year 2020 are proportionate to the progress in the aforesaid Real Estate Project and for withdrawal of amount I/we have obtained requisite certificates from the project Architect, Engineer and practising Chartered Accountant.

I/We undertake to for with produce these certificates for inspection if required by your Bank / RERA Authority.

Yours faithfully,
For MODI REALTY GENOME VALLEY LLP

Soham Modi
Managing Partner

Place: Hyderabad
Date: 01- April -2021

TS RERA

Telangana State Real Estate Regulatory Authority

FORM 'C'

[See rule 5(1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 to the following project under project registration number : **P02200001781**
Project: ***Bloomdale Residency****, Survey No.:* ***Sy. No. 31 (P)****, Plot No. Of Site: , at* ***Shamirpet, Medchal-Malkajgiri, 500003****;*

1. **Modi Realty Genome Valley Llp** having its registered office / principal place of business at *Village: VICTORIA RANIGUNJ, Mandal:* ***Secunderabad****, District:* ***Hyderabad****, Pin:* ***500003****.*

2. This registration is granted subject to the following conditions, namely:-

(i) The promoter shall enter into an agreement for sale with the allottees as prescribed by the appropriate Government;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;

(iii) The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4;

(iv) The registration shall be valid for a period of 5 years commencing from **20/03/2020** and ending with **06/11/2025** unless extended by the Authority in accordance with the Act and the rules made there under;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

(vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Signature valid
Digitally Signed By KOMMU VIDYADHAR
(SECRETARY TS RERA)
Date : 21-Mar-2020 18:[illegible]5 IST

Dated: **20/03/2020**
Place: **Hyderabad**

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

5-4-187/3&4, II floor, MG Road,
Secunderabad – 500 003.
Phone: +91-40-66335551

Modi Realty Genome Valley LLP

SELF – DECLARATION

I/We, **MODI REALTY GENOME VALLEY LLP** promoter of the ongoing project having Telangana State RERA Registration No. **P02200001781** do hereby state and declare on solemn affirmation as under:

I/We say that 70% amount received from the allottee of the said project is deposited by me/us in designated separate account and I am/we are entitled to withdraw the said amount proportionate to the progress in the Real Estate Project.

I/We say that my/our withdrawals from my/our designated separate account no. **250130012074** in the quarter July to September of the year 2020 are proportionate to the progress in the aforesaid Real Estate Project and for withdrawal of amount I/we have obtained requisite certificates from the project Architect, Engineer and practising Chartered Accountant.

I/We undertake to for with produce these certificates for inspection if required by your Bank / RERA Authority.

Yours faithfully,
For MODI REALTY GENOME VALLEY LLP

Soham Modi
Managing Partner

Place: Hyderabad
Date: 01- April -2021

Modi Realty Genome Valley LLP

5-4-187/3&4, II floor, MG Road,
Secunderabad – 500 003.
Phone: +91-40-66335551

Date:- April 01 , 2021

To,
The Manager
IndusInd Bank Ltd.
Escrow Operations,
Central Processing Unit,
1st Floor, Naurang Square,
Plot No. A4, Cross Rd, "B"Marol,
MIDC Central Rd, Near Shrungar Hotel,
Kondivita Andheri-East Mumbai 400093.

Sub :- Transfer of funds under RERA Act, 2016 and Telangana State RERA Regulations

We request you to set standing instructions from RERA Account no. 250130012074 to Escrow Account No. 259502288200 to transfer 100% of the amount on daily basis at BOD.

Start Date: - 01- April -2021

End Date: - 06 – November -2025

We confirm that the instructions issued are in line with the RERA agreement and we will share the self-declaration in 1st week after the end of quarter or before processing next transaction in the following quarter. (Apr – June, July – Sept, Oct – Dec, Jan – Mar).

For, above withdrawals we have obtained requisite certificates from the project Architect, Engineer & Practicing Chartered Accountant. Further, we undertake to produce these certificates for inspection if required by the Bank.

We agree that if the self-declaration for last quarter has not been submitted to Indusind Bank the bank can hold our future RERA transactions until submission of self-declaration.

Thanking you,

Yours faithfully,
For MODI REALTY GENOME VALLEY LLP

Soham Modi
Managing Partner

Place: Hyderabad
Date: 01- April -2021

CONTRACTORS ALL RISK INSURANCE - COMMERCIAL

Proposal Form

54

TATA AIG INSURANCE

WITH YOU ALWAYS

(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	Answer
1.	a) Name & Address of the Principal Trade or business	a) MEHTA & MODI REALTY KOWKUR LLP 2ND FLOOR, 5-4-187/3 and 4 , SOHAM MANSION, M. G. ROAD SECUNDERABAD, HYDERABAD- 500003
	b) Name & Address of the Contractor Trade or business	b) AS PER QUOTE
	c) Name & Address of the Sub Contractor, if any, Trade or Business	c)
2.	**THE INSURED INTERESTS**	
	Whose Interests are to be Insured?	Contractor / Sub-contractor / Principal ✓
3.	**THE CONTRACT WORKS**	
	a) Full description of the Contract	
	b) Please give details -	
	i) Building (type of construction, number of storeys etc.)	
	ii) Blasting operation	
	iii) Excavation work	
	iv) Pile driving	
	v) Tunneling	
	vi) Dam Construction or diversion of water	
	vii) Others (Specify)	
	Note - A site plan of contract works may be enclosed.	
4.	i) Is this a Contract/Sub-contract forming part of an over all construction project	☐ Yes ☐ No
	ii) If yes, give name of the Project	
5.	a) Will the construction be carried out by your own personnel?	☐ Yes ☐ No
	b) If not, by whom?	b)
	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)
	THE CONTRACT SITE	
7.	a) Location of Contract site	a)
	~~b) Nearest port and/or Railway Station and distance.~~	~~b)~~
	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	
	ii) Landslide/Rockslide/ Subsidence	

As per quote

CONTRACTORS ALL RISK INSURANCE - COMMERCIAL UIN: IRDAN108CP0021V01201819

	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.	a) 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) ________
	ii) If not, what precautions will be taken against theft, malicious damage etc.	(ii) ________
11.	**THE INSURANCE**	
	a) Estimated construction period excluding maintenance period (cover to commence from the date of first arrival of consignment material at site or commencement of work whichever is earlier)	a) 36 month From : 29/12/2020 To : 28/12/2023
	b) Cover required during maintenance period, if any	a) ____ month From : To :
	c) Probable date on which construction is expected to be completed	c) ________
	d) Period of Insurance required	a) 36 month From : 09/03/2021 To : 28/12/2023
12.	a) Have you approached any other Insurance Co. for Insurance Cover in respect of this Proposal?	☐ Yes ☐ No
	b) If yes, please state name of the Insurance Company.	b) ________
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 *(Permanent & Temporary works including all materials to be incorporated therein)*	
	a) Contract Price	Rs. ________
	b) Materials or items supplied by the Principal	Rs. ________
	c) Any additional items not included in (a) and (b) above	Rs. ________
	d) Landed cost of imported items as at construction site (please specify whether included in (a) and/or (b) above) at Exchange Rate ----------	Rs. ________
	TOTAL VALUE OF CONSTRUCTION	Rs. ________
	ii) Construction Plant & Machinery to be used at the construction site (Details as per attached sheet)	Rs. ________
	iii) Clearance & Removal of Debris	Rs. ________
	iv) Insured's own surrounding property.	Rs. ________

As per quote

As per quote

CONTRACTORS ALL RISK INSURANCE - COMMERCIAL UIN: IRDAN108CP0021V01201819

	v) Extra charges for Express Freight (excluding Air Freight) overtime Sunday & Holiday rates of wages, if required.	Rs. ________	
	vi) On increased Replacement value for item i (a) (b) & (d) above, if required	Rs. ________	(________ %)
	vii) Third Party liability -		
	a) for any one accident	Rs. ________	
	b) for all Accidents during the period	Rs. ________	
15.	Do you wish to opt for higher amounts of Deductible Excess?	☐ Yes	☐ No
	If yes, whether i) 2 times ☐ ii) 5 times ☐ iii) 10 times ☐ iv) 20 times ☐		

As per quote

AML Guidelines I/we hereby confirm that all premiums have been/will be paid from bonafide sources and no premiums have been/will be paid out of proceeds of crime related to any of the offence listed in Prevention of Money Laundering Act, 2002. I understand that the Company has the right to call for documents to establish sources of funds. The insurance company has right to cancel the insurance contract in case I am/have been found guilty by any competent court of law under any of the statutes, directly or indirectly governing the prevention of money laundering in India.

• Nationality: Indian ☐ Non-Indian ☐ If Non-Indian, please specify the Country: ________

• Type of Organization

Corporations ☐ Governments ☐ Trust Partnership ☐ Non Governmental Organizations ☐ Society ☐

Trust ☐ Partnership ☐ International Organization ☐ Cooperatives ☐ Section 25 Company ☐

Bank Details

Name of the Account Holder: ________

Name of the Bank: ________ Branch: ________

Type of Account: ☐ SB Account ☐ Current Account Others (Please specify) ________

Account Number: ________

IFSC Code: ________

Declaration:
The content of this form along with product benefits, terms/conditions and exclusions have been clearly explained to me. I/we have understood these and confirm to abide by the policy terms & conditions.

Signature of the Proposer : ________

Name & Signature of agent/intermediary : ________ Code: ________

Vernacular Declaration (Certification in case the proposer has signed in vernacular/thumb print):

The content of this form along with product benefits, terms/conditions and exclusions have been clearly explained by me in vernacular to the proposer who has understood and confirmed the same.

Signature of the Proposer : ________

Name & Signature of agent/intermediary : ________

Agent Declaration:

I, ________ (Full Name) in my capacity as an Insurance Advisor/ Specified Person of the Corporate Agent/Authorized employee of the Broker/Relationship Officer, do hereby declare that I have explained all the contents of this Proposal Form, including the nature of the questions contained in this Proposal Form to the Proposer including statement(s), information and response(s) submitted by him/her in this Proposal Form to questions contained herein or any details sought herein will form the basis of the Contract of Insurance between the Company and the Proposer, if this Proposal is accepted by the Company for issuance of the Policy. I have further explained that if any untrue statement(s)/ information/response(s) is/are contained in this Proposal Form/including addendum(s), affidavits, statements, submissions, furnished/to be furnished, the Company shall have the right to vary the benefits which may be payable and further more if there has been a non-disclosure of any material fact, the policy issued to his/her favor pursuant to this Proposal may be treated by the Company as null and void and all premiums paid under the Policy may be forfeited to the company.

License No.(Intermediary/Corporate Agent/Broker/Relationship Officer) ________

Name of the specified Person and code ________

Place: ________ Date: ________ Signature of Agent: ________

Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015
1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer. 2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read Policy Wordings carefully, before concluding a sale.
Section 64 VB of the Insurance Act 1938

Commencement of risk cover under the policy is subject to receipt of premium by Tata AIG General Insurance Company Limited.

PLACE : ________

DATE : ________

For MEHTA & MODI REALTY KOWKUR LLP

Authorised Signatory

SIGNATURE OF PROPOSER

M. JAYAPRAKASH
Sr. MANAGER
FINANNCE

NAME & TITLE OF SIGNATORY

Tata AIG 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

CONTRACTORS ALL RISK INSURANCE - COMMERCIAL UIN: IRDAN108CP0021V01201819