

ML

Term Loan-1: (Rs 5.00 Crs)

Name of Borrower	Modi Realty Pocharam LLP
Nature of Facility	Corporate Term Loan
Co-Borrower	(a) Modi Properties Private Limited (b) Modi & Modi Realty Hyderabad Pvt. Ltd.
Proposed Limit (Rs)	Rs.5.00 crores
Purpose of facility	General corporate purposes including completing of Nilgiri Heights Project
Tenure of facility	48 months
Renewal / Review	Annual
Upfront fees	1.00% of the Loan amount
Interest Rate	Floating Rate i.e LTLR Minus 6.75% = 12% Present Long Term Lending Rate (LTLR) is 18.75%. Interest Rate on repayment would change based on the changes in the LTLR as announced by TCFSL from time to time
Interest Payment Frequency	Monthly
Penal interest	For the period of default, a penalty of 6.00% p.a. on the outstanding dues shall be recovered. Such penalty will be over and above the agreed rate of Interest under this Facility.
Moratorium	12 months
Repayment schedule	- Payable in 36 Equated Principal installments - Interest - to be paid on Monthly basis
Disbursement schedule	2.00 Crs to be disbursed Post completing the documentation and security perfection 2nd Tranche of 2.00 Crs to be disbursed after the End Use Certificate from the CA along with the Bank statement supporting the first tranche 3rd Tranche of Rs.0.50 Crs to be disbursed post completion of construction cost to an extent of 40% (10 - 15%), - Final 10%, ie Rs.0.50 Crs to be disbursed post achieving a milestone of incurring 2/3rd construction cost and 1/3rd unit sales. - Owners' equity to be minimum of 40% in the project - Overall group limit should not exceed Rs 10.0 Cr including all the facilities in the group at any point of time.
Security	Primary:- Exclusive Charge by way of Hypothecation of Receivables (sold and unsold inventory) of the Nilgiri Heights Project at Pocharam, Hyderabad with minimum of 2X of receivables of unsold inventories. such project receivables have to be routed through the escrow account with a Bank as prescribed by TCFSL Collateral:- Exclusive charge by way of Registered Mortgage of the builder's share of the land area of the project Nilgiri Heights. The collateral coverage should be of minimum of 2x throughout the loan tenor Hypothecation and escrow of receivable of sold/unsold inventory Project Gulmohar Residency and Mayflower Platinum

100%

50% 100%

	Extension of mortgage of Modi Properties Private Limited against Mayflower Platinum Project. ISRA of 3 months interest
Escrow Mechanism & % of Capitalization	Cash flows coming from the primary securities have to be routed through a designated ESCROW account/s. Project receivables coming into the escrow account will be capitalized @ 10% of such receivables. The said % of capitalization may get varied as per the minimum security coverage as mentioned above. Once in a half year/year, such % of capitalization will be fixed. Such receipts of Nilgiri Heights of capitalization amounts will be appropriated towards monthly interest/principal payments and any amount over and above of 1 month instalment buffer would be adjusted towards the aggressive rundown of the principal outstanding
Guarantee	Unconditional and Irrevocable Personal Guarantee of (a) Mr. Soham Modi (b) B Anand Kumar (c) Karunakar Reddy Corporate Guarantee of Modi Realty (Mallapur) LLP
Covenants	1. Owners equity to be minimum of 40% in the project 2. Post the First disbursement, TCFSL holds the call option on the facility, in case of any dissatisfaction in the construction of the project
Transaction Documents	Any legal documents/loan documents as suggested by legal and CAD.
Specific terms & conditions applicable	• OD Statement and CEQ loan statement of Anand and Karunakar Reddy reflecting clearance of overdues stated in CIBIL report • ESCROW account of be open within 30 days of 1st disbursement and all cash flow of project to be routed through ESCROW only. • Valuation of the project site along with a report on road accessibility to be provided prior to disbursement. • Receipt of Building approval sanction plan and RERA approval plan of proposed project before disbursement. • Satisfactory TSIR and Internal legal vetting of the JDA of Modi Realty Pocharam LLP on mortgagability of the builders share of property. • Latest PIPR of the project to be submitted prior to disbursement • Quarterly PIPR to be submitted during the construction stage • Insurance cover note within 30 days of first disbursement. • Site visit before disbursement. • GECL deferral to be closed before disbursement.
General terms & conditions	As per TCFSL policy

Term Loan-2 (Rs. 7.00 Crs)
SUMMARY OF LIMITS –