D.Sukla

SUB REGISTRAR
SUPERINTENDENT
Ex. Officio Stamps Vendor
R.O. HYDERABAD.

190

30 JUL 2021

PURCHASER
EXECT/CLMT
SIG OF S.R.
D.R. OFFICE
HYDERABAD

195219 OCT 29 2020

INDIA Rs.0001900 PB1074

NON-JUDICIAL STAMP DUTY TELANGANA

DEED OF HYPOTHECATION

This deed of hypothecation (this "**Deed**") is executed at the place and on the date as mentioned in Serial No. 1 and Serial No. 2 of the Annexure 1 hereto respectively:

BY

The Borrower(s) as detailed in Serial No. 3 of the Annexure 1 hereto (the "**Borrower(s)**", which term shall, unless repugnant to the context be deemed to include the person(s) as mentioned in the Specific Agreement as detailed in Serial No.11 of the Annexure 1 hereto read with Master Terms and Conditions.

AND

The Security Provider(s) as detailed in Serial No. 4 of the Annexure 1 hereto (the "**Security Provider(s)**", which term shall, unless repugnant to the context be deemed to include the person(s) as mentioned in the T&Cs).

IN FAVOUR OF

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, CIN U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and it branch office at Plot Number 3 to 6, Auto Plaza, Opp Times of India, Road Number 3, Banjara Hills, Hyderabad, 500034 (hereinafter referred to as the "**Lender**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS:

(a) The Borrower(s) has/have approached the Lender with a request to grant the Facility as set out in Serial No. 5 of Annexure 1 hereto, to the Borrower(s) and the Lender has agreed to lend to the Borrower(s) the Facility on certain terms and conditions contained in the Facility Documents.

(b) In consideration of granting the Facility to the Borrower(s), one of the conditions is that the Facility shall be secured, *inter alia*, by way of hypothecation of movable assets in favour of the Lender over the Secured Assets of the Security Provider(s) as more particularly set out in Serial No. 6 of Annexure 1 hereto, both present and future, as per the ranking as more particularly set out in Serial No. 7 of Annexure 1 hereto.

(c) Pursuant to the Specific Agreement as detailed in Serial No.11 of the Annexure 1 hereto read with T&Cs and other Facility Documents, it has been agreed that the Security Provider(s) shall create Security in favour of the Lender to secure the Obligations.

(d) Further at the request of the Obligors, the Lender had provided to the Security Providers various credit facilities as set out in Serial No. 12 of Annexure 1 hereto of Annexure 1 hereto ("**Earlier Facility**") on the terms and conditions contained in the Facility Documents executed from time to time. One of the conditions for granting the Earlier Facility was that the Obligors shall secure the Earlier Facility by creating a charge on the Secured Assets (as defined in the Principal Deed) in favour of the Lender.

(e) In this regard, the Security Provider executed the Principal Deed on the date as set out in Serial No. 12 of Annexure 1 hereto and the Security Provider created security in favour of the Lender, *inter alia,* on the Secured Assets as more particularly set out in the Principal Deed.

(f) The Obligors have approached the Lender with a request to grant Facility as set out in Serial No. 5 of Annexure 1 hereto, to the Borrower, and the Lender has agreed to lend to the Borrower the Facility as set out in Serial No. 5 of Annexure 1 hereto on certain terms and conditions contained in the Facility Documents.

(g) One of the terms of granting the Facility is that the Obligations of the Borrower shall be shall be secured, inter alia, by creating further charge, by way of extension of hypothecation, over the assets morefully mentioned in the security documents as set out in Item No. 12 of the Annexure 1 in addition to the charge created under the Principal Deed for securing the Earlier Facility.

For MODI REALTY POCHARAM LLP

Designated Partner

For MODI REALTY

Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI REALTY POCHARAM LLP

Designated Partner

For MODI & MODI REALTY HYDERABAD PVT. LTD

For Modi Properties Pvt. Ltd.

Partner Managing Director

Recd original 31-07-21