



This agreement for term loan (this "Agreement") 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:

BETWEEN

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, CIN No. U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (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) of the **One Part**

AND

The Obligors as detailed in Serial No. 3 of the Annexure 1 hereto (the "Obligors", which term shall, unless repugnant to the context be deemed to include the persons as the Master Terms and Conditions registered on 31st December 2018 with the Joint Sub-Registrar at Mumbai-3 under registration No.BBE-3-10163-2018("T&Cs") of the **Other Part**

WHEREAS:

- (a) The Obligors 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 for the Purpose as mentioned in Serial No. 4 of Annexure 1 hereto, and the Lender has agreed to lend to the Borrower the Facility on certain terms and conditions contained herein and the T&Cs.
- (b) The Lender has agreed to extend the Facility to the Borrower, on the faith of the undertakings, representation and warranties made by the Obligors (as more particularly stated in the Facility Documents).

1. Definitions & Interpretation

- (a) The capitalised terms wherever used in this Agreement, unless the context otherwise requires, have the meanings ascribed to them in the T&Cs.
- (b) The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Agreement.

2. Facility

- (a) The Borrower agrees to borrow and the Lender agrees to grant to the Borrower, the Facility, being the amount specified at Serial No. 5 of Annexure 1 hereto, on terms and conditions contained herein and the T&Cs for the Purpose as stated herein to the extent of Credit Limit as set out in Serial No. 6 of Annexure 1 hereto or as may be agreed between the Parties from time to time.
- (b) The Borrower shall not be entitled to cancel or refuse to accept Disbursement of the Facility, once the Facility Documents are executed except with prior written approval of the Lender and upon payment of such cancellation or foreclosure charges as set out in Serial No. 7 and 8 of Annexure 1 attached hereto. Further, such cancellation shall take effect only when the Obligors have paid to the Lender the Outstandings in full to the Lender's satisfaction.

3. Repayment and Interest

- (a) The Instalments and all other Outstandings from time to time shall be paid / repaid by the Borrower on or before the respective Due Dates in accordance with the Repayment Schedule as set out in Serial No. 9 of Annexure 1 hereto, which shall be deemed accepted by the Obligor /s.
- (b) If mutually agreed between the Lender and the Borrower, the Borrower may choose either fixed Rate of Interest or floating Rate of Interest. Such choice of the Borrower shall be specifically indicated by the Borrower by ticking the correct option under Serial No. 10 of Annexure 1 hereto.
- (c) The Borrower agrees that the Lender shall have the right to reset the Rate of Interest on Interest Reset Date for the next period as set out in Serial No. 11 of Annexure 1 hereto, at a rate decided by the Lender from time to time. Such revised Rate of Interest would be communicated by the Lender to the Borrower on or before such number of days as set out in Serial No. 11 of Annexure 1 hereto, before such Interest Reset Date. In

For MODI REALTY POCHARAM LLP
Designated Partner

For Modi Properties Pvt. Ltd.

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For MODI REALTY POCHARAM LLP
Designated Partner

Managing Director
Partner

For MODI REALTY MALLOO
Managing Director

Managing Director

Partner

Recd. signed
27.07.21