## MODI REALTY MALLAPUR LLP

EXTRACT OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF PARTNERS OF THE COMPANY HELD AT THE REGISTERED OFFICE OF THE COMPANY.

COMPANY: Modi Properties Privat Limited

REGISTERED OFFICE: 5-4-187/3&4, II floor, Soham Mansion, M G Road, Secunderabad,

500003

**MEETING HELD ON: 26.07.2021** 

DIRECTORS PRESENT: SOHAM SATISH MODI & ANAND MEHTA

ITEM: To avail the facility

The Partners were informed that at the request of the LLP and Modi Realty Pocharam LLP Modi & Modi Realty Hyderabad Private Limited and Modi Properties Private (collectively with the LLP, the "Borrower(s)", which expression shall, in case of (a) a company or a limited liability partnership, its successors and permitted assigns, (b) a partnership firm any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (c) a sole proprietorship and individual, respective heirs, administrators, executors and legal representatives of the person; (d) a Hindu Undivided Family, the Karta and any or each of the adult members and their survivor(s) and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns; (d) a Society, its governing body, successors and permitted assigns; and (e) a Trust, the Trustees for the time and its successors and permitted assigns), 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, novatees, transferees and assigns) has agreed to make available credit facilities upto a maximum principal amount of INR 5,00,00,000/-(Indian Rupees Five Crores Only)( the "Facility") to the Borrower(s) on the terms and conditions more specifically set out/ to be set out in the documents in relation to the Facility (the "Facility Documents" which term shall include all the supplements, amendments, modifications, variations, extensions and rollovers thereto from time to time) and such other terms and conditions as may be stipulated by the Lender from time to time.

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## MODI REALTY MALLAPUR LLP

RESOLVED THAT: the LLP be and is hereby authorised to avail the Facility from the Lender on the terms and conditions more specifically set out/ to be set out in the Facility Documents and such other terms and conditions as may be stipulated by the Lender from time to time.

RESOLVED THAT ...... the LLP authorises Soham Modi or Anand Mehta [severally]], to inter alia, do the following acts, deeds and things in the name and on behalf of the LLP:

- a) To give, accept, confirm, make out, draw, sign, execute, endorse, discount, negotiate, pay, satisfy, withdraw, discharge, issue and transfer all and any cheques, drafts, bills of exchange, promissory notes (internal and foreign), hundies, bonds, dividend or interest warrants, letters of credit, bills of lading, delivery orders, policies of insurance, negotiable or transferable instruments in connection with / for the Facility or as the Lender may require from time to time or for the purpose aforesaid.
- b) To accept, confirm, sign including digitally sign, execute physically and/or digitally, application forms, facility/sanction letters, facility agreement, loan agreements, undertakings, declarations, writings, indemnities, agreements, deeds, indentures, instruments, promissory notes (payable on demand or otherwise), hundies etc. including but without limitation the documents in relation to creation and perfection of security as may be stipulated by the Lender from time to time, and all renewals and/or amendments thereto and also all acknowledgment/s or confirmation of debt, in connection with / for the Facility or as the Lender may require from time to time or for the purpose aforesaid and also to operate any or all of the credit facility account(s) maintained by the LLP with the Lender.
- c) To do all acts, deeds, matter and things, including affixing electronic and/or digital signature/s in any mode as shall be acceptable to the Lender to execute any deeds, agreements, loan documentation and/or any other agreement and document in connection with / for the Facility or as the Lender may require from time to time or for the purpose aforesaid.
- d) [To represent the LLP at the office of concerned Sub-Registrar of Assurances and to do all such acts, deeds and things as may be necessary to complete the registration formalities to register any deeds, agreements, as the case may be.]

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## MODI REALTY MALLAPUR LLP

- e) To do all acts, deeds and things as may be required to be done in respect of any assignment of the Facility, in part or in full, by the Lender to any other bank/financial institution/ person including, but not limited to:
- 1. Request the Lender to effect the proposed assignment of the Facility;
- 2. To receive and confirm the contents of all documents, deeds and writings in relation to such assignment of the Facility; and
- 3. To provide necessary confirmation and covenants in respect of such assignment of the Facility and execute all deeds and writings and to do all acts, deeds and things as may be required to be done in respect of such assignment of the Facility as may be required by the Lender and/or the prospective assignee(s).

RESOLVED FURTHER THAT ...... a copy of the above resolutions be furnished to the Lender certified as true copy by the Partner- Modi Properties Private Limited, represented by Soham Modi or Mr. Anand Mehta of the LLP and that the Lender, is authorised to act and rely upon these resolutions.

For [Modi Realty Mallapur LLP]

[Designated Partner]

Place: Hyderabad Date: 26.07.2021

\*\*Certified True Copy\*\*

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For Modi Properties Private Limited.

Soham Modi, Managing Director:

DIN: 0553249

Place: Hyderabad

Date: 26.08.2021