V. ADARSH KUMAR
S.V.L.NO. 11/2010
RL.NO.1-2/137 TO 154
94, MINERVA COMPLEX
S.D. ROAD
SECUNDERABAD - 500 003
LICENSE NO. 11/2012

भारत INDIA

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JUL 30 2021

AGREEMENT FOR TERM LOAN

zero zero zero zero nine zero zero 16:05
Rs.0000900 PB7277
STAMP DUTY TELANGANA

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, whichshall 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 [illegible] days as set out in Serial No. 11 of Annexure 1 hereto, before such Interest Reset Date. In

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

Version 8– 01-04-2021

the event the revised Rate of Interest is not acceptable to the Borrower, the Borrower shall give notice of the same in writing to the Lender no later than within such number of days as set out in Serial No. 11 of Annexure 1 hereto, from such date when the revised Rate of Interest is communicated to the Borrower and shall mandatorily repay to the Lender in full, all amounts outstanding under the Facility including all other costs, charges, interest or dues, without payment of prepayment fee or penalty within such number of days as set out in Serial No. 11 of Annexure 1 hereto, days from the Interest Reset Date.

(d) Without prejudice to the rights of the Lender under the Facility Documents, the Interest shall be payable currently at the rate set out in Serial No. 10 of Annexure 1 hereto and the Interest shall be computed on the actual daily outstanding principal balance of the Facility on the basis of a [360/365] days' year and actual number of days elapsed and compounded with monthly rests on the outstanding balance of the Facility at the end of every calendar month.

4. Additional Interest

In case of default by the Obligors in the repayments of the Facility on the relevant Due Date, the Lender shall have a right at its option to charge Additional Interest as more particularly set out in Serial No. 12 of Annexure 1 hereto, over and above the rate prescribed hereunder for the period during which such default continues.

5. Prepayment

The Borrower may prepay the entire Outstandings in part or in full to the Lenders after notice in writing, of minimum number of days as given in Serial No. 13 of Annexure 1 hereto, of the Obligors' intention to prepay and paying to the Lender in full the Outstanding. Further on every prepayment, prepayment charges as set out in Serial No. 13 of Annexure 1 attached hereto, would be applicable at such rates as decided by the Lender from time to time.

6. Insurance

The Obligors hereby undertake and agree to comply and abide by the terms of the insurance as more particularly provided in the schedule to the T&Cs.

7. Security

(a) The Obligors agree to provide the Security as detailed in Serial No. 14 of Annexure 1 hereto and having a ranking as mentioned in the Facility Documents, in favour of the Lender on the terms and conditions as more particularly provided in the Facility Documents and in the form and manner/acceptable to the Lender, for securing the Outstandings in terms of the Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Obligors to the Lender in whatsoever capacity.

(b) The Obligors further agree that the Obligors shall promptly provide and furnish such other Security as more particularly set out in Serial No. 15 of Annexure 1 hereto.

8. Guarantee

(a) In consideration of the Lender, at the request of the Guarantor, granting the Facility to the Borrower on the terms and conditions appearing in the T&Cs and this Agreement, the Guarantor, hereby guarantees the due payment and discharge of all the Obligors' liabilities to the Lender and performance of the obligations of the Obligors under this Facility Documents, whether such liability is incurred before or after the date hereof, and whether incurred by the Obligors alone or jointly with other(s), and in whatever capacity whether as Obligor or surety or otherwise and whether such liabilities have matured or not, and whether they are absolute or contingent, including all liabilities in respect of advances, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable or non-negotiable instruments drawn, accepted, endorsed or guaranteed by the Obligors, and in respect of interest with monthly/quarterly rests, commission and other usual or reasonable banking charges and in respect of all costs, charges and expenses which the Lender may incur in paying any rents, rates, taxes, duties, calls, instalments, legal or other professional charges, or other outgoings whether for insurance, repairs, maintenance, management, realization or otherwise in respect of the Secured Assets or any other property, movable or immovable, or any chattels or actionable claims of scrip securities or title deeds pledged, mortgaged or assigned to or deposited with the Lender as security for the due payment and discharge of the Obligors' liability to the Lender.

For MODI REALTY MALLAPUR LLP
For Modi Properties Pvt. Ltd.
Partner
Managing Director

(b) The Guarantor hereby undertakes and covenants to abide and comply with the Guarantor's undertaking as more particularly given in the T&Cs.

9. Margin Money

The quantum of Margin Money, if any, to be paid by the Borrower simultaneously with the execution of this Agreement is provided in Serial No. 16 of Annexure 1 hereto.

10. Costs and Expenses

The Obligors shall be liable to pay Dishonour Charges and such other charges, costs, expenses, including legal expenses and incidental expenses related to and arising out of Facility as set out in the Facility Documents including without limitation the Sanction Letter

11. Disclosure

(a) The Obligors hereby agree and consent for disclosure and sharing of the information and data and for being contacted vide various communication modes notwithstanding their names and / or numbers appearing in the Do Not Call or Do Not Disturb registry, as per the terms and conditions contained in the T&Cs.

(b)The Obligors hereby gives specific consent to the Lender for disclosing / submitting the financial information pertaining to the Facility to any Information Utility ("IU") in terms with the Insolvency and Bankruptcy Code, 2016 ("the Code") read with the relevant Regulations/ Rules, as amended from time to time. The Lender shall be entitled to deduct/charge the Obligors upfront towards such cost/ charges as may be applicable for such filings to be made with IU.

12. Other Conditions

(a) The Obligors shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Agreement as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Agreement and the T&Cs, the terms of this Agreement shall prevail.

(b) Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.

(c) Each of the Parties hereby agrees that the terms and conditions as mentioned in the T&Cs shall stand amended only to the extent as mentioned in Serial No. 17 of the Annexure 1 hereto.

(d) The Obligors hereby state that the Obligors have read and understood the T&Cs, a copy of which is available on the website www.tatacapital.com. and at the branches of the Lender, and hereby agree to be bound by the terms and conditions as contained in the T&Cs read with this Agreement. The Obligors hereby state and confirm that they have entered into the Facility Documents voluntarily and knowingly and out of their own free will, volition and accord and have not done so pursuant to any duress, coercion and/or undue-influence.

(e) The Lender shall issue notices or make communication through electronic mode by E-mail on the domain E-mail IDs, provided by the Obligors from time to time

(f) Notwithstanding anything contained in the T&Cs, the Lender may at its sole and absolute discretion, without assigning reasons, and without notice to the Obligors, cancel the Facility or any part thereof and/or demand immediate repayment of all Outstanding's under/in relation to the Facility. The Lender shall intimate the Borrower regarding such cancellation.

For MODI REALTY MALLAPUR LLP

Partner

For MODI REALTY MALLAPUR LLP

Partner

For Modi Properties Pvt. Ltd.

Managing Director

For Modi Properties Pvt. Ltd.

Managing Director

13. Arbitration

If any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility or as to the interpretation, validity, implementation or effect of the Facility Documents or as to the rights and liabilities of the parties under these T&Cs or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents, the same shall be settled by arbitration by a sole arbitration to be appointed as per the procedure below and to be held at such place as agreed by the Parties in Serial No. 18 of Annexure 1 hereto of the Agreement. The Party invoking the arbitration ("Claimant") shall address a notice to the other Party ("Respondent") suggesting the names of not more than three arbitrators, all of whom shall be either retired judges of the District Court, High Court or the Supreme Court or a lawyer having minimum 10 years' relevant experience. The Respondent shall either:

(i) Confirm in writing acceptance of one amongst the proposed names as the sole arbitrator to the Claimant within a period of ten (10) days from the date of notice ("**Notice Period**"); or

(ii) Convey objection, if any, in writing to the Claimant, against the proposed names of the sole arbitrator within the said Notice Period.

However, if the Claimant does not receive any response from the Respondent within the said Notice Period, the Claimant shall be entitled to nominate any one person from amongst the proposed three names as the sole arbitrator and such arbitrator shall be deemed to be appointed by both the Parties.

In the event, the Respondent conveys its objection as per (ii) above then the sole arbitrator will be appointed by a Court having jurisdiction. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of the arbitrator shall be final and binding on all parties concerned. The cost of arbitration shall be borne by the Obligors.

14. Jurisdiction

Subject to Clause 13 above, the Parties hereto agree that all disputes arising out of and/or in relation to this Agreement, shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 19 of Annexure 1 hereto. The Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement in any other court, tribunal or other appropriate forum and the Obligors hereby consents to that jurisdiction.

15. Miscellaneous Terms

(a) This Agreement is the Specific Agreement as referred to in the T&Cs.

(b) The contents of this Agreement and the T&Cs were read out, explained and interpreted to the Obligors in their respective vernacular language and thereafter the Annexure 1 to this Agreement were duly filled in and understood by the Obligors and the signatures of the Obligors were taken on this Agreement.

(c) This Agreement may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Agreement.

In witness whereof the parties hereto HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and delivered by the within named **Lender** **Tata Capital Financial Services Limited** by the hands of its Authorized Signatory/ Constituted Attorney Mr. Phani Kanth Amam/ Mr. Rajeev Jha	For **Tata Capital Financial Services Limited** Authorised Signatory / ies

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

Signed and delivered by the within named **BORROWER – 1 Modi Realty Mallapur LLP** for self or through the hands of its Authorised Signatory/s Mr Soham Modi	**BORROWER - 1SIGNATURE** For MODI REALTY MALLAPUR LLP **Partner**
Signed and delivered by the within named **BORROWER – 2[1]** for self or through the hands of its Authorised Signatory/s NA	**BORROWER – 2 SIGNATURE**
Signed and delivered by the within named **BORROWER – 3[2]** for self or through the hands of its Authorised Signatory/s NA	**BORROWER – 3 SIGNATURE**
Signed and delivered by the within named **BORROWER - 4** for self or through the hands of its Authorised Signatory/s NA	**BORROWER – 4 SIGNATURE**
Signed and delivered by the within named **CO-BORROWER – 1 Modi Properties Private Limited** for self or through the hands of its Authorised Signatory/s Mr. Soham Modi	**CO-BORROWER - 1 SIGNATURE** For Modi Properties Pvt. Ltd. Managing Director

For MODI REALTY MALLAPUR LLP
Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For Modi Properties Pvt. Ltd.
Managing Director

Signed and delivered by the within named **CO-BORROWER – 2** for self or through the hands of its Authorised Signatory/s NA	**CO-BORROWER - 2 SIGNATURE**
Signed and delivered by the within named **CO-BORROWER – 3** for self or through the hands of its Authorised Signatory/s NA	**CO-BORROWER - 3 SIGNATURE**
Signed and delivered by the within named **CO-BORROWER – 4** for self or through the hands of its Authorised Signatory/s NA	**CO-BORROWER - 4 SIGNATURE**
Signed and delivered by the within named **SECURITY PROVIDER – 1 Modi Realty Mallapur LLP** for self or through the hands of its Authorised Signatory/s Mr. Soham Modi	**SECURITY PROVIDER - 1 SIGNATURE** **For MODI REALTY MALLAPUR LLP** **Partner**
Signed and delivered by the within named **SECURITY PROVIDER – 2 Modi Properties Private Limited** for self or through the hands of its Authorised Signatory/s Mr. Soham Modi	**SECURITY PROVIDER - 2 SIGNATURE** *For Modi Properties Pvt. Ltd.* *Managing Director*

For MODI REALTY MALLAPUR LLP
Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For Modi Properties Pvt. Ltd.
Managing Director

Signed and delivered by the within named **SECURITY PROVIDER - 3** for self or through the hands of its Authorised Signatory/s Mr. NA	**SECURITY PROVIDER - 3 SIGNATURE**
Signed and delivered by the within named **GUARANTOR - 1** for self or through the hands of its Authorised Signatory/s Mr. Soham Modi	**GUARANTOR - 1 SIGNATURE**
Signed and delivered by the within named **GUARANTOR - 2** for self or through the hands of its Authorised Signatory/s Mrs. Tejal Modi	**GUARANTOR – 2 SIGNATURE**
Signed and delivered by the within named **GUARANTOR - 3** for self or through the hands of its Authorised Signatory/s NA	**GUARANTOR - 3 SIGNATURE**
Signed and delivered by the within named **GUARANTOR - 4** for self or through the hands of its Authorised Signatory/s NA	**GUARANTOR - 4 SIGNATURE**

For MODI REALTY MALLAPUR LLP

Partner

For Modi Properties Pvt. Ltd.

Managing Director

ANNEXURE 1

1)	**Place of Execution**	Hyderabad
2)	**Date of Execution**	
3)	**Details of the Borrower/s-1**	a) Name Modi Realty Mallapur LLP b) Constitution LLP c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad,Hyderabad - 500003,TELANGANA d) E-mail
	Details of the Borrower/s- 2	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Borrower/s-3	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Borrower/s-4	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Co-Borrower-1	a) Name Modi Properties Private Limited b) Constitution Private Limited Company c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad - 500003,TELANGANA. d) E-mail

For MODI REALTY MALLAPUR LLP

Partner

For MODI REALTY MALLAPUR LLP

Partner

For Modi Properties Private Ltd.

Managing Director

For Modi Properties Private Ltd.

Managing Director

	Details of the Co-Borrower -2	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Co-Borrower-3	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Co-Borrower-4	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Security Provider -1	a) Name Modi Realty Mallapur LLP b) Constitution LLP c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad,Hyderabad - 500003,TELANGANA d) E-mail
	Details of the Security Provider -2	a) Name Modi Properties Private Limited b) Constitution Private Limited Company c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad - 500003,TELANGANA. d) E-mail
	Details of the Security Provider -3	a) Name NA b) Constitution NA c) Address NA d) E-mail NA

For MODI REALTY MALLAPUR LLP

For Modi Properties Pvt. Ltd.

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For MODI REALTY MALLAPUR LLP
Partner

Managing Director

	Details of the Security Provider -4	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Guarantor/s-1	a) Name Mr. Soham Modi b) Constitution Individual c) Address Plot No 280, Road No 25, Jubilee Hills, Khairatabad, Banjara Hills, Hyderabad-500034 d) E-mail
	Details of the Guarantor/s-2	a) Name Mrs. Tejal Modi b) Constitution Individual c) Address Plot No 280, Road No 25, Jubilee Hills, Khairatabad, Banjara Hills, Hyderabad-500034 d) E-mail
	Details of the Guarantor/s-3	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
	Details of the Guarantor/s-4	a) Name NA b) Constitution NA c) Address NA d) E-mail NA
4)	**Purpose**	As per sanction letter
5)	**Facility**	Term Loan facility as per sanction letter dated 22 July- 2021 as may be modified from time to time.

For MODI REALTY MALLAPUR LLP
Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For Modi Properties Pvt. Ltd.
Managing Director

		NA as per sanction letter dated _____NA_____-_____NA____as may be modified from time to time _____NA_____ as per sanction letter dated _____NA____-__NA_____as may be modified from time to time _____NA_____ as per sanction letter dated _____NA_____-___NA_____as may be modified from time to time
6)	**Credit Limit**	Amount – Rs 7,00,00,000 (Rupees Seven Crores onlly) Amount – Rs._____NA_____ (Rupees_____NA_____ _____only) Amount – Rs._____NA_____ (Rupees_____NA_____ – _____only) Amount – Rs._____NA_____ (Rupees_____NA_____ – _____only) Total Aggregating Amount – Rs._____NA_____ (Rupees_____NA_____ – _____only)
7)	**Cancellation charges**	As per sanction letter and as may be modified from time to time
8)	**Foreclosure charges**	As per sanction letter and as may be modified from time to time
9)	**Repayment Schedule**	Repayment Schedule as communicated to the Obligor/s from time to time.
10)	**Rate of Interest Payable**	As per Sanction Letter
11)	**Interest Reset Date**	As per sanction letter and as may be modified from time to time
12)	**Additional Interest**	**As per sanction letter**
13)	**Prepayment / Part Payment**	As per sanction letter and as may be modified from time to time

For MODI REALTY MALLAPUR LLP
Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For Modi Properties Pvt. Ltd.
Managing Director

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14)	**Security**	Mortgage / Hypothecation / Pledge / Lien / DSRA / such other securities Primary: - Exclusive Charge by way of Hypothecation of Receivables (sold and unsold inventory) of the Gulmohar Residency Project at Mallapur Village, 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 - Hypothecation of Receivables (sold and unsold inventory) of the Mayflower Project. Collateral: Extension of charge by way of Registered Mortgage of the builders share of the land area of the project Gulmohar Residency Project, & Mayflower Project, Mallapur Village including 2nd charge/residual charge on properties/Units mortgaged with GHMC, having clear & marketable tittle in the name of Modi Realty Mallapur LLP, & Modi Properties Private Limited. DSRA of 2 months instalment to be kept with TCFSL by way of security deposit (SD)/Fixed deposit (FD).
15)	**Additional Security (if any)**	NA
16)	**Margin Money, if any**	NA
17)	**Deviation to the T&Cs, if any**	1. Clause 24 ARBITRATION shall stand amended as under "In case of any dispute, difference or claim arises between any of the Obligors and the Lender in connection with the Facility, the same shall be settled as per arbitration process as set out in the Facility Documents." 2.
18)	**Place of Arbitration**	[/ Chennai]
19)	**Jurisdiction**	[Chennai]

For MODI REALTY MALLAPUR LLP
Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For Modi Properties Pvt. Ltd.
Managing Director

20)	**Timelines**	(a) The Obligors shall provide an end use certificate to the Lender, as specified in Clause 2.7 of the T&Cs and Sanction Letter ; (b) The Obligors shall provide deliver to the Lender such numbers of fresh Payment Instruments to replace such Payment Instruments, as specified in Clause 5.14 and/or Clause 5.11 of the T&Cs and in Sanction Letter; (c) Within 60 days / On a 30basis, the Obligors shall provide to the Lender, the TDS certificate in the Form No. 16A of the IT Act downloaded from the TDS Reconciliation Analysis and Correction Enabling System ("**TRACES**") website, as specified in Clause 5.25.5 of the T&Cs; (d) Within 90 days, subject to the same being complied as more specified under the T&Cs, the Lender will refund to the Borrower an amount equivalent to the TDS amount paid by such Obligor upon receipt of the TDS Certificate, as specified in Clause 5.25.8 of the T&Cs; (e) TDS refund claim will not be entertained by the Lender after the 30 days of the succeeding financial year, as specified in Clause 5.25.6 of the T&Cs; and (f) The Obligors may request for credit of the TDS amount by furnishing of the TDS certificate not later than 60 days of the succeeding financial year as specified in Clause 5.25.9 of the T&Cs; (g) The Obligors shall be jointly and severally liable to indemnify and keep the Indemnified Person(s) indemnified and harmless, within 15days from the date of demand, as specified in Clause 13 of the T&Cs.
21)	**Security Cover and terms thereof.**	As per the sanction letter
22)	**Additional conditions (if any)**	1. The Obligor/s undertakes to seek consent from the Lender incase of change in composition of the Board of Director/s (if applicable). 2. The Obligor/s undertakes that all transactions with associate group company/ies shall be genuine and bonafide transactions and on an arm's length basis. 3. The Obligor/s undertakes to provide a certificate from a Chartered Accountant and Bank Account statements, within 30 days from the date of each disbursal. The Obligors shall furnish such other documents as may be required by the Lender, from time to time. 4. The Obligors agrees that TCFSL shall have the right to call back the facility and/or increase the applicable Rate of interest (ROI) by 2.00% over and above the existing rate in the event of downgrading of credit rating (by any credit rating agency) by two notches from the level held by the Obligors at the time of sanction. Where an external credit rating is not available, the internal rating assigned by the Lender shall be considered for this purpose 5. Any other conditions as per Sanction Letter

For MODI REALTY MALLAPUR LLP

Partner

For MODI REALTY MALLAPUR LLP

Partner

For Modi Properties Pvt. Ltd.

Managing Director

For Modi Properties Pvt. Ltd.

Managing Director