

190 Ex. SUB REGISTRAR
SUPERINTENDENT
Office Stamps Vendor
R.O. HYDERABAD,

(N.J.) Sl. No. भारत 38681
PURCHASER 195219 OCT 29 2020
EXECT/CLMT
SIG OF S.R. R.0001900
D.R. OFFICE INDIA
HYDERABAD NON-JUDICIAL
STAMP DUTY TELANGANA

130 JUL 2021

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 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 POCHARAM LLP Designated Partner
For MODI & MODI REALTY HYDERABAD PVT. LTD. Partner
For Modi Properties Pvt. Ltd. Managing Director
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- (h) Accordingly, the Lender has called upon the Security Provider(s) and Borrower to execute these presents, which the Security Provider(s) and Borrower has/have agreed to do in the manner hereinafter expressed.

NOW, THIS DEED WITNESSETH AS FOLLOWS:

1. Definitions & Interpretation

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

2. Covenant to Repay

In pursuance of the Facility Documents and in consideration of the Lender having extended or agreed to extend the Facility to the Borrower(s), for the Purpose as stated in the Facility Documents, the Security Provider(s) do/does hereby covenant with the Lender that he/she/it shall pay/repay the Facility to the Lender and shall pay all the Outstandings in relation to the Facility including all other monies and other amounts due and payable to the Lender under the Facility Documents as stipulated and in the manner set out therein and duly observe and perform all the terms and conditions of the Facility Documents.

3. Charge

- (a) In pursuance of the Facility Documents for the consideration aforesaid, the Security Provider(s) as the legal and/or beneficial owner of the Secured Assets do hereby hypothecate Secured Assets as more particularly set out in Serial No. 6 of Annexure 1 hereto having the ranking as set out in Serial No. 7 of Annexure 1 hereto 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 satisfaction of the Lender, for securing the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of these Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Borrower(s)/Security Provider(s) to the Lender in whatsoever capacity.
- (b) This Deed and the Security created hereunder, is and shall be a continuing security and shall remain in full force and effect until the all the Outstandings are repaid in relation to the Facility and including all other monies and other amounts due and payable to the Lender under the Facility Documents.

4. Insurance

The Borrower(s)/Security Provider(s) 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.

5. Enforcement of Security

Upon occurrence of an Event of Default, the Lender may, without prejudice to its other rights contained in the Facility Documents enforce the Security, under the Applicable Law, and shall be entitled to have a receiver or receivers appointed for the Secured Assets or any part thereof (hereinafter the "Receiver", and for clarity, the Lender may constitute itself as the Receiver) and exercise all powers and authorities vested in the Lender as contained in the Facility Documents, under law or as the Lender may deem expedient.

6. Other Conditions

- (a) That the Security created herein shall be governed by the terms and conditions of this Deed, deeds executed for Earlier Facilities as set out in Item No. 12 of Annexure 1 read together with the T&Cs and other Facility Documents.
- (b) The Security Provider(s) 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 Deed as if

For MODI REALTY POCHARAM LLP
Designated Partner

For MODI REALTY POCHARAM LLP

Designated Partner

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.

Managing Director

Partner

Managing Director

incorporated herein. In case of any inconsistency or repugnancy between the terms of this Deed and the T&Cs, the terms of this Deed shall prevail.

- (c) Nothing contained herein shall limit the rights of the Lender to enforce this Deed independently and in exclusivity to any other Facility Documents.
- (d) Each of the Parties hereby agrees that the terms and conditions as mentioned in the Facility Documents shall stand amended only to the extent as mentioned in Serial No. 8 of the Annexure 1 hereto.

7. Arbitration

If any dispute, difference or claim arises between any of the Borrower(s)/Security Provider(s) and the Lender in connection with the Facility and/or the Facility Documents, the same shall be settled by arbitration to be held the place as mentioned at Serial No. 9 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996 and in the manner as set out in the T&Cs.

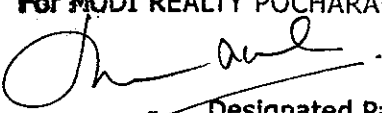
8. Jurisdiction

This Deed and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India. The Parties hereto agree that all disputes arising out of and/or in relation to this Deed, the Facility and/or the Facility Documents, shall be in the manner as detailed more particularly in the T&Cs and shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 10 of Annexure 1 hereto.

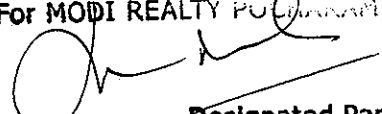
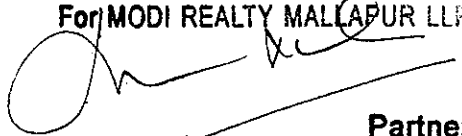
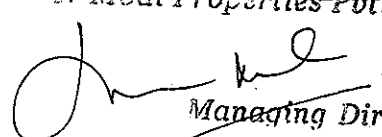
9. Miscellaneous Terms

- (a) The contents of this Deed and the T&Cs were read out, explained and interpreted to the Borrower(s)/Security Provider(s) in their respective vernacular language and thereafter the Annexure 1 to this Deed were duly filled in and understood by the Borrower(s)/Security Provider(s) and the signatures of the Borrower(s)/Security Provider(s) were taken on this Deed.
- (b) This Deed 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 Deed.

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

Acknowledged and accepted 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
Signed and delivered by the within named BORROWER - 1¹ Modi Realty Pocharam LLP through hands of its Authorised Signatory/s Mr.Soham Modi	BORROWER SIGNATURE For MODI REALTY POCHARAM LLP  Designated Partner

¹ Retain as applicable LP
For MODI REALTY POCHARAM LLP
For MODI & MODI REALTY HYDERABAD PVT. LTD.
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For Modi Properties Pvt. Ltd. Version 5- 01.01.2019
For MODI REALTY MALLAPUR LLP
For Modi Properties Pvt. Ltd.
Designated Partner
Managing Director
Partner
Managing Director

Signed and delivered by the within named CO-BORROWER – 1² Modi and Modi Realty Hyderabad Private Limited through hands of its Authorised Signatory/s Mr. Soham Modi	CO-BORROWER/S SIGNATURE For MODI & MODI REALTY HYDERABAD PVT. LTD.  For Modi Properties Pvt. Ltd.
Signed and delivered by the within named CO-BORROWER – 2³ Modi Properties Private Limited through hands of its Authorised Signatory/s Mr. Soham Modi	CO-BORROWER/S SIGNATURE  Managing Director
Signed and delivered by the within named SECURITY PROVIDER - 1 Modi Realty Pocharam LLP for self or through hands of authorized signatory/s Mr. Soham Modi	SECURITY PROVIDER SIGNATURE For MODI REALTY POCHARAM LLP  Designated Partner
Signed and delivered by the within named SECURITY PROVIDER - 2 Modi Realty Mallapur LLP for self or through hands of authorized signatory/s Mr. Soham Modi	SECURITY PROVIDER SIGNATURE For MODI REALTY MALLAPUR LLP  Partner
Signed and delivered by the within named SECURITY PROVIDER - 3 Modi Properties Private Limited for self or through hands of authorized signatory/s Mr. Soham Modi	SECURITY PROVIDER SIGNATURE For Modi Properties Pvt. Ltd.  Managing Director
Signed and delivered by the within named SECURITY PROVIDER - 4 NA for self or through hands of authorized signatory/s Mr Mr. NA	SECURITY PROVIDER SIGNATURE

For MODI REALTY POCHARAM LLP


Designated Partner

For MODI REALTY POCHARAM LLP

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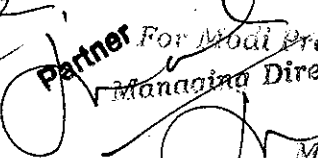
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Designated Partner

For MODI REALTY MALLAPUR LLP

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Modi Properties Pvt. Ltd.


Partner For Modi Properties Pvt. Ltd.

Managing Director


Managing Director

Version 5- 01.01.2019

Annexure 1

1)	Place of Execution	Hyderabad
2)	Date of Execution	
3)	Details of the Borrower(s)	a) Name : Modi Reality Pocharam LLP b) Constitution : Limited Liability Partnership Firm. c) Address : 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA
	Details of the Co-Borrower(s)	a) Name : Modi and Modi Realty Hyderabad Private Limited b) Constitution : Pvt. Limited Company c) Address : 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA. a) Name : Modi Properties Private Limited b) Constitution : Pvt. Limited Company c) Address : 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA.
4)	Details of the Security Provider(s)	a) Name Modi Realty Pocharam LLP b) Constitution Limited Liability Partnership Firm. c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad-500003, Telangana a) Name Modi Realty Mallapur LLP b) Constitution Limited Liability Partnership Firm c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, Hyderabad-500003, Telangana

For MODI REALTY POCHARAM LLP

Designated Partner
For MODI REALTY POCHARAM LLP
For MODI & MODI REALTY HYDERABAD PVT. LTD.

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

		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 a) Name NA b) Constitution NA c) Address NA
5)	Facility & Amount	Facility Term Loan Rs. 50000000/- (Rupees Five Crore Only) Total Aggregating to Amount- Rs. 50000000/- (Rupees Five Crore Only)
6)	Secured Assets	[Description of Secured Assets] Exclusive Charge by way of Hypothecation of Receivables (sold and unsold inventory) of the Nilgiri Heights Project at Pocharam, Hyderabad with minimum 2x Coverage. such project receivables have to be routed through the escrow account with a Bank as prescribed by TCFSL. - Extension of Hypothecation and escrow of receivable of sold/unsold inventory Project Gulmohar Residency and Mayflower Platinum Collateral: - Exclusive charge by way of Registered Mortgage of the builder's share of the land area of the project Nilgiri Heights, having clear & marketable title in the name of Modi Realty Pocharam LLP. The collateral coverage should be of minimum of 2x throughout the loan tenor. 2nd charge/residual charge to be created on unit mortgaged with GHMC Extension of mortgage of Mayflower Platinum Project along with 2nd charge/residual charge in properties mortgaged with GHMC, having clear & marketable title in the name of Modi Properties Private Limited. -ISRA of 3 months interest to be kept with TCFSL by way of security deposit (SD)/Fixed deposit (FD)
7)	Ranking of the charge created	first exclusive charge

For MODI REALTY POCHARAM LLP

For MODI REALTY MALLAPUR LLP

For Modi Properties Pvt. Ltd.

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Designated Partner
For MODI REALTY POCHARAM LLP

Partner

Managing Director 01.01.2019

For Modi Properties Pvt. Ltd.

Designated Partner
For MODI & MODI REALTY HYDERABAD PVT. LTD.

Managing Director

Partner

8)	Deviation to the T&Cs	NA
9)	Arbitration	Chennai
10)	Jurisdiction	Chennai
11	Date of Specific Agreement, as applicable read with Master T&C	1. Specific Agreement for Term Loan (name of the facility) dated _____
12	Details of Earlier Facilities sanctioned to the Security Providers and security Agreements details	1. Specific Agreement for Rs. 7,50,00,000 dated <u>10-04-2019</u> sanctioned to Modi Properties Private Limited and Hypothecation deed dated 10-04-2019 2. Specific Agreement for Rs. 1,08,00,000 dated <u>14-09-2021</u> sanctioned to Modi Properties Private Limited and Hypothecation deed dated _____ 3. Specific Agreement for Rs. _____ dated _____ sanctioned to _____ and Hypothecation deed dated _____ 4. Specific Agreement for Rs. _____ dated _____ sanctioned to _____ and Hypothecation deed dated _____

For MODI REALTY POCHARAM LLP

Designated Partner

For MODI REALTY POCHARAM LLP

For MODI REALTY MALLAPURAM LLP

Designated Partner

Partner

For MODI & MODI REALTY HYDERABAD PVT. LTD.

For Modi Properties Pvt. Ltd.

Managing Director

Partner

For Modi Properties Pvt. Ltd.

Managing Director