(N.J.) Sl. No. भारत 38682 తెలంగాణ
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D.R. OFFICE INDIA NON-JUDICIAL STAMP DUTY TELANGANA
HYDERABAD

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

AMENDMENT TO THE DEED OF HYPOTHECATION

30 JUL 2021

This amendment (this "**Amendment**") to the deed of hypothecation ("**Principal Deed**"), executed on the date as set out in Serial No. 1 of Annexure 1 hereto , is executed at the place and on the date as mentioned in Serial No. 2 and Serial No. 3 of the Annexure 1 hereto respectively:

BY

The Borrower(s) as detailed in Serial No. 4 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 set out in Serial No. 7 of Annexure 1 hereto read with Master Terms and Conditions as applicable.

AND

The Security Provider(s) as detailed in Serial No. 5 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 having its 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) At the request of the Obligors, the Lender had provided to the Borrower various credit facilities as set out in Serial No. 6 of Annexure 1 hereto for the Purpose as more particularly set out in Serial No. 7 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.
(b) In this regard, the Security Provider executed the Principal Deed on the date as set out in Serial No. 1 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.
(c) The Obligors have approached the Lender with a request to grant additional facility ("**Additional Facility**") as set out in Serial No. 8 of Annexure 1 hereto, to the Borrower for the Purpose as mentioned in Serial No. 9 of Annexure 1 hereto, and the Lender has agreed to lend to the Borrower the Additional Facility on certain terms and conditions contained in the Facility Documents.
(d) One of the terms of granting the Additional Facility is that the Obligations of the Borrower shall be secured, inter alia, by creating charge, by way of hypothecation, over the Secured Assets in addition to the charge created under the Principal Deed for securing the Earlier Facility.
(e) The Obligors and the Lender are now desirous of executing this Amendment and recording the terms and conditions of this Amendment as hereinafter.

1. **Definitions & Interpretation**
(a) The capitalised terms wherever used in this Amendment, unless the context otherwise requires, have the meanings ascribed to them in the Facility Documents.
(b) The term Earlier Facility and Additional Facility are hereinafter collectively referred to as "**Facility**".

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

(c) The rules of interpretation as set out in the T&Cs shall apply mutatis mutandis to this Amendment.

2. Covenant to Repay

(a) In pursuance of the Facility Documents and in consideration of the Lender having extended or agreed to extend the Additional Facility to the Borrower(s), the Security Provider(s) covenants, acknowledges, and declares that the Secured Assets as mentioned in the Serial No. 10 of Annexure – 1 hereto and having the ranking as set out in Serial No. 11 of Annexure 1 hereto, created as Security for the payment and discharge of 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 in respect of the Earlier Facility(ies), shall be extended to the Lender and also made available as Security towards repayment of the said Additional Facility availed by the Borrower(s).

(b) The Borrower agrees that all the terms of the documents more particularly set out in the Principal Deed and the Facility Documents shall extend to this Amendment and the Obligors hereby agree and undertake to comply with the same till the entire Outstandings have been in paid / repaid in full and to the complete satisfaction of the Lender.

3. Charge

(a) In pursuance of the Facility Documents and for the consideration aforesaid, the Security Provider(s) as the legal and/or beneficial owner of the Secured Assets do/does hereby hypothecate Secured Assets as more particularly set out in Serial No. 10 of Annexure 1 hereto and having the ranking as set out in Serial No. 12 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 Additional 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 Amendment 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.

(c) The Secured Assets shall not be released until the Obligations and all the other monies, indebtedness and liabilities of the Borrower intended to be secured by the hypothecation in respect of the Facility as aforesaid and also all other indebtedness and liabilities of the Borrower to the Lender in whatever capacity, shall have been paid and satisfied in full to the Lender.

4. 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 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.

5. Other Conditions

(a) That the Security created herein shall be governed by the terms and conditions of this Amendment read together with the T&Cs, Principal Deed and other Facility Documents.

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

For MODI REALTY MALLAPUR LLP

For MODI REALTY MALLAPUR LLP

Partner

Partner

For Modi Properties Pvt. Ltd.

For Modi Properties Pvt. Ltd.

Managing Director

Managing Director

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

6. **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. 13 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996 and in the manner as set out in the T&Cs.

7. **Jurisdiction**
This Amendment 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 Amendment, 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. 14 of Annexure 1 hereto.

8. **Miscellaneous Terms**
(a) The contents of this Amendment, Principal Deed and the Facility Documents 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 Amendment 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 Amendment.
(b) This Amendment 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 Amendment.

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 OR Mr. Rajeev Jha	For **Tata Capital Financial Services Limited** Authorised Signatory / ies
Signed and delivered by the within named **BORROWER – 1[1] Modi Realty Mallapur LLP** through hands of its Authorised Signatory/s Mr Soham Modi	BORROWER SIGNATURE For MODI REALTY MALLAPUR LLP Partner
Signed and delivered by the within named **CO-BORROWER – 1[2] Modi Properties Private Limited** through hands of its Authorised Signatory/s Mr. Soham Modi	CO-BORROWER/S SIGNATURE For Modi Properties Pvt. Ltd. Managing Director

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

For MODI REALTY MALLAPUR LLP
Partner

For Modi Properties Pvt. Ltd.
Managing Director

Signed and delivered by the within named **SECURITY PROVIDER – 1 Modi Realty Mallapur LLP** for self or through hands of its Authorised Signatory/s Mr. Soham Modi	SECURITY PROVIDER 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 hands of its Authorised Signatory/s Mr. Soham Modi	For Modi Properties Pvt. Ltd. SECURITY PROVIDER SIGNATURE 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

Annexure 1

1)	Date of Execution of Principal Deed	10.04.2019
2)	Place of Execution of this Amendment	Hyderabad
3)	Date of Execution of this Amendment	
4)	Details of the Borrower(s)	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
	Details of the Co-Borrower(s)	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.
5)	Details of the Security Provider(s)	a) Name **Modi Realty Mallapur LLP** b) Constitution Limited Liability Partnership Firm c) Address 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad,

For MODI REALTY MALLAPUR LLP
Partner

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

		Hyderabad - 500003, TELANGANA 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
6)	**Earlier Facility**	1. Type : Term Loan Amount - Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh only) 2. GECL Loan Rs. 1,08,00,000/- (Rupees One Crore eight lakhs only) Total Aggregating to Rs. 8,58,00,000_/- (Rupees Eight Crores Fifty Eight Lakhs only)
7)	**Purpose for the Earlier Facility** **&** **Date of Specific Agreement read with Master T&C**	Facility Specific Agreement for Term Loan dated 10.04.2019 Facility Specific Agreement for GECL loan dated 14.09.2020
8)	**Additional Facility**	Rs. 7,00,00,000/- (Rupees Seven Crore Only) Total Aggregating to Rs._15,58,00,000_/- (Rupees_Fifteen Crores Fifty Eight Lakhs only)

For MODI REALTY MALLAPUR LLP

For Modi Properties Pvt. Ltd.

Managing Director

Partner

For MODI REALTY MALLAPUR LLP

Partner

For Modi Properties Pvt. Ltd.

Managing Director

For MODI REALTY MALLAPUR LLP

Partner

9)	**Purpose for the Additional Facility**	For completion of the Gulmohar Residency project owned by M/s_Modi Realty Mallapur LLP
10)	**Secured Assets**	Existing Security Description of the Secured Assets Hypothecation of receivables (sold and unsold inventory)of Silver Oak Villas Project at Cherlapally Hyderabad Exclusive charge on the project receivables out of the builder's share of the project Mayflower Platinum and Gulmohar Residency
		Additional Security [Description of the Secured Assets] -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 owned by Co Borrower.
11)	**Ranking of the charge created**	first exclusive charge
12)	**Ranking of the charge created for Additional Facility**	first exclusive charge
13)	**Arbitration**	Chennai
14)	**Jurisdiction**	Chennai
15)	**Total Facility/ies (Existing + Additional) as stated in S.No.6 +8**	Existing Facility + additional Facility Rs 15,58,00,000 _/- (Rupees Fifteen Crores Fifty Eight Lakhs only)

For MODI REALTY MALLAPUR LLP

For Modi Properties Pvt. Ltd.

For Modi Properties Pvt. Ltd.

Managing Director

Managing Director

For MODI REALTY MALLAPUR LLP

Partner

Version 6– 18.10.2019

Partner