AIC

TATA

Private & Confidential

Draft for Discussion

Subject to approval.

Non-executable Indicative Term Sheet

The following terms and conditions (the "Term Sheet") provides indicative terms and conditions for the transaction. The Term Sheet is intended to outline basic points of business understanding around which the transaction would be constructed. It does not attempt to describe all the terms and conditions that would relate to the transaction nor do the terms suggest specific documentation phrasing. The detailed terms and conditions applicable to the transaction would be subject to inter alia, validation of revenue and financial assumptions, legal counsel review, and internal credit approvals. This communication by us to you does not create any binding obligation on us or any of the investors, to underwrite the transaction or to release any payment in your favor by way of financial assistance as mentioned herein unless we/other investors issue our / their final sanction letter to that effect and the terms thereof are duly accepted by you. The pricing mentioned in the Term Sheet is based on the current market situation, and may change with changes in financial market situation in India.

Borrower	GV Discovery Centers Private Limited
Co-Borrower	M/s. Modi Properties Private Limited

Facility Details (Pricing is linked to Floating rates of LTLR/STLR of TCFSL)

Nature of Facility	Amount of Facility	Purpose	Tenor	Pricing
Term Loan-1	5.00 Crs	General corporate purposes towards the project- Genopolis	6 years	9.50% ROI + 1.5% PF
Term Loan -2	15.00 Crs	General corporate purposes towards the project- Genopolis	10 Years	9.50% ROI & 1.5% PF
Total	20.00 Crs			

Security

Securities Proposed

Primary:

- Exclusive charge by way of hypothecation on the future scheduled receivables of the project, both present and future
- Exclusive charge by way of hypothecation on the receivables of the project Mayflower Platinum
- Exclusive charge on the rental receivables of the building

Collateral:

- Exclusive Charge by way of mortgage of property located at Plot No. 1A, admeasuring 2.25 acres in Shapoorji Pallonji Biotech Park, Phase-I, Part of Survey no. 234 and 235 of Turkapally village, Shamirpet Mandal, Medchal-Malkajgiri District
- Exclusive charge by extension of mortgage on the unsold units of the project Mayflower Platinum

	The borrower shall maintain security cover of 2x times the outstanding facility amount at all times **<u>Others</u>** 3 months of DSRA to be kept as SD/FD/mutual funds lien marked to TCFSL
Guarantors	Unconditional & Irrevocable Personal Guarantee of Mr. Soham Modi ,Mr. Sharad Kadakia (NRI) and Mr. Rajesh Kadakia (NRI). The personal guarantee of Mr. Sharad and Mr. Rajesh will be removed post the lease deed is registered and post rent receivables of 3 months are received by TCFSL
Moratorium	6 months (till March 2022)
Disbursement Pattern	Term Loan 1:- would be disbursed once the documentation is getting completed fully and post security perfection. Term Loan 2 :- post submission of Physical copy of MOU and lease deed between borrower & lessee covering all lease terms
Repayment Pattern	Interest - to be paid on Monthly basis on every month from the date of first disbursement till Maturity. Principal - Payable in EMI mode till maturity of Loans post 6 months moratorium or rental credit from the lessee whichever is earlier
Prepayment Penalty	Term loan: 4% of the amount getting prepaid
Section C: OTHER KEY TERMS	
Other Covenants	1. TCFSL reserves its right to alter/ cancel and / or modify the credit limits / loan sanctioned and / or terms and conditions stipulated without notice and without any reason thereof. 2. TCFSL reserve the right to rearrange the payment schedule and to call upon the company to accelerate the payments, if the company's financial position so warrants and TCFSL will intimate 30 days before implementing the same. 3. The rate of interest and margin stipulated are subject to change from time to time at the sole discretion of the TCFSL as per the guideline of RBI, GOI and any other regulatory authority. 4. To obtain undertaking from the borrower/co-borrowers that the sanctioned amount will not be utilized for capital market activities / any speculative purpose. 5. During the tenor of facility being availed from TCFSL, the borrower undertake that they shall not do anything below without taking prior approval in writing from TCFSL a. Avail any further borrowing on borrower/co-borrower b. Undertaking guarantee or obligations on behalf of any other group entity c. Create any further charge, lien or encumbrance over the assets and properties of them already charged to the TCFSL in favour of any other lenders, firms or person.
Transaction Documents for Term Loan 2	• The lessee's credit due diligence should be satisfactory • The rental's received from the same should be satisfactory as per the eligibility
Representations and Warranties	Customary to the nature of the Facility.
Confidentiality	Each party hereto shall, and shall cause all of its employees, representatives and professional advisors to, keep confidential and not disclose to any other person or entity any information relating to the other party hereto which it obtains in

	the course of its due diligence investigation in connection with this transaction, and shall destroy or return to the other party all copies of such confidential information and extracts there from as requested by the other party hereto.
Governing Law	This term sheet shall be governed by, and construed in accordance with the laws of India. The courts and tribunals in Mumbai shall have the jurisdiction in relation to all matters arising out of this transaction.
Expenses	Borrower/s shall bear all the expenses for completion of the transaction. The expenses include but are not limited to Stamp Duty, Legal Opinion, Legal Charges, valuation charges etc.
General Covenants	a) All legal and incidental expense including valuation /legal search /ROC search /Stamp Duty and Out of Pocket expenses in connection with proposed credit facility will have to be borne upfront by the Borrower. b) Disbursement of loan shall be subject to the execution of necessary documents completion of all requirements/formalities which forms part of the overall sanction communication from TCFSL. c) The borrower/security provider agrees for insurance product(s) Business Guard or Home Guard Plus via third party tie-ups. TCFSL is only acting as a facilitator for the borrower/security provider in arranging the insurance and is not liable for the settlement of insurance claim or any other liability arising due to the purchase of insurance product(s) by the borrower/security provider.

The aforesaid financial facilities shall be subject to approval of our Credit Committee and Board of Directors. This communication by us to you does not create any binding obligation on us to release any payment in your favor by way of financial facilities as mentioned herein unless we issue our final sanction letter to that effect and the terms thereof are duly accepted by you.

Thanking you.

Yours Sincerely,
For Tata Capital Financial Services Limited

Phani Kanth Amam
Regional Sales Head -Mid corporate – South
Dated 18th October 2021