



Kotak Mahindra Bank



**BEST EMPLOYERS IN INDIA**  
Consistently in 2007, 2009 & 2011 - Study by Aon Hewitt

Date : August 25, 2014

To,

Mr.Sharadh K & Mr.Rajesh K,

Represented by Mr.Soham Modi,

Modi Properties & Investments Pvt. Ltd.

5-4-187/ 3 & 4, M G Road, Secunderabad – 03.

Sub : Processing charges.

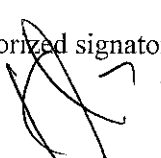
Dear Sir,

We would like to confirm that the processing charges amount being collected for the loan will be reimbursed in case of loan disbursement is denied by the bank for any reasons.

Further in future any changes in the loan structure or internal preclosure done for initiating any fresh structure of loan if initiated by the bank no further processing fee would be charged on the outstanding loan amount.

Looking forward for a long term association with your esteemed companies.

Authorized signatory.

  
Kotak Mahindra Bank Ltd.

**Kotak Mahindra Bank Limited**

6-3-1109/1/P202

Jewel Pawani Towers

2nd Floor, Raj Bhavan Road

Somajiguda, Hyderabad

Andhra Pradesh - 500 082, India.

T +91 40 66679900

F +91 40 66684040

www.kotak.com

Registered Office:

36-38A, Nariman Bhavan

227, Nariman Point

Mumbai 400 021, India

Ref No: LP03157901/324699

TO,  
 JMK GEC REALTORS PVT LTD  
 5 2 223

GOKUL DISTILLERY ROAD  
 SECUNDERABAD  
 HYDERABAD  
 HYDERABAD - 500003  
 ANDHRA PRADESH  
 Tel. : 04066335551



**BEST EMPLOYERS IN INDIA**  
 Consistently in 2007, 2009 & 2011 - Study by Aon Hewitt

Dear Sir/Madam,

**Your Application for Home Finance Facility**

Thank you for selecting Kotak Mahindra Bank (KMBL) (hereinafter referred to as "the Bank") for your Home Finance requirements. With reference to the above, we are pleased to communicate sanction of the loan, subject to the general and the special terms and conditions set out in this letter.

We require your acknowledgement for having received this Sanction Letter and confirm that the terms and conditions as communicated herein for the Housing Finance facility are acceptable to you. The Sanction Letter is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Sanction Letter duly signed by you and your executing the required documents as per the terms of this Sanction Letter, we will arrange to release the facility.

Terms and Conditions of Sanction	
Loan Amount Limit:	Rs-7500000/-
Purpose:	Loan against Property
Guarantor(s)	SDNMKJ REALTY PVT LTD MR. RAJESH KUMAR JAYANTILAL KADAKIA MR. SHARAD KUMAR JAYANTILAL KADAKIA MR. SOHAM SATISH MODI ;
Security:	Such securities as may be required by the Bank
Equated Monthly Instalment (EMI) / Monthly Instalment (MI)	Rs.100790/- For 144 Months. ;
Type of Interest	Adjustable;
Adjustment Period	3 months (1st interest rate adjustment shall happen after 1 quarter/s including the quarter in which the 1st disbursement takes place);
Reference Rate	Base Rate;
Rate of Interest	Reference rate + 2.5% ;
Applicable Reference Rate	10% ;
Applicable Rate	12.5% ;
Processing Fee (if any)	Rs.37500/- ;
Service Tax (including education cess): @12.36% on processing fee	Rs.4635/- ;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
Repayment Period:	Maximum 144 months;
Mode of Repayment:	ECS;
Property Details (if any)	Standing Instruction + 2 EMI cheques + 1 Pre-Sanction;

**Kotak Mahindra Bank Limited**  
 CIN L65110MH1985PLC038137  
 2nd Floor, 6-3  
 Jewel Pavani Tower  
 Raj Bhavan Road  
 Somajiguda, Hyderabad  
 Andhra Pradesh - 500 082  
 India.

Registered Office:  
 27BKC, C 27, G Block  
 Bandra Kurla Complex  
 Bandra (E), Mumbai - 400 051  
 India.



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1. This offer is valid for a period of 180 days from the date hereof.
2. All usual formalities applicable to the Home Finance facility shall be complied with.
3. The title of the security should be clear and marketable.
4. The rate of interest as indicated above is the current rate of interest applicable on the loan. The actual interest rate chargeable on the loan and the EMI/MI would be as prevailing on the date of disbursement of the loan.
5. Security should be fully insured for all risks and our Banks charge shall be noted on the policy at your cost.
6. Loan will be disbursed in stages on the basis of work progress certificate of the Technical Valuer (in case of construction) and directly to the seller OR to the Bank (in case of transfer or foreclosure from other Banks or Financial Institutions) OR Borrower (in case of refinance) on request from the borrower. No disbursement will be made unless proof of payment of your own contribution, in the total cost of the Property is submitted.
7. Processing charges will be collected as per the Bank Rules.
8. With the insertion of clause (viii) in Section 65(12) (a) of the Finance Act, 1994 defining Banking and Other Financial Services, service tax (including education cess) is levied @12.36% (i.e. 12% service tax plus education cess @ 3% of service tax) on service charges/fees in relation to lending issue of pay order, demand draft, cheque, letter of credit and bill of exchange providing bank guarantee, overdraft facility, bill discounting facility, safe deposit locker, safe vaults for operation of the bank account, with effect from the date of enactment of the Finance (No. 2) Act 2004.
9. The above sanctioned limit should not exceed 40 %of the Technical Value.
10. If the monthly instalments or any other payments due, are not paid on or before the due date, substitute interest of 2 % p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post dated cheques shall not serve as a reason for non-payment of monthly instalments.
11. Due dates for payment of pre-EMI and EMI/MI depends on the date of the first disbursement made.
12. All payments to be made favouring "Kotak Mahindra Bank Limited"
13. Appropriate security acceptable to the Bank shall be created for disbursement.
14. Prepayment charges : As per Bank Rules.
15. The plan should be approved by the competent authority and the Bank. The construction shall be completed within 18 months from the date of first disbursement.
16. Borrower shall inform the Bank in writing about the change in address, job, business, profession as the case may be immediately after such change.
17. The borrower is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned.
18. For NRIs/PIOs, repayment of loan and payment of interest and other dues to be made by remittances from such channels as may be defined by FEMA from time to time.
19. The bank may revoke in part or in full or withdraw/stop financial assistance at any stage without any notice, or giving any reasons for any purpose whatsoever. Without prejudice to the aforesaid, this sanction shall stand revoked in the event of any material change in the proposal/ application/facts on the basis of which the loan has been sanctioned.
20. A Loan Agreement on terms acceptable to the Bank and other documents in relation thereof shall be executed by the Borrower. The terms in the Loan Agreement shall supersede all previous communications in respect of the Finance Facility.
21. Property to be legally and technically cleared.
22. All Verifications to be positive.

**Kotak Mahindra Bank Limited**

CIN L65110MH1985PLC038137 www.kotak.com Registered Office:  
2nd Floor, The Bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing spread, in the event  
Jewel of Hyderabad in Borrower internal or external rating. Complex  
Raj Bhavan Road Bandra (E), Mumbai - 400 051  
Somajiguda, Hyderabad India.  
Andhra Pradesh - 500 082  
India.

24. Cheque or Instruction Dishonour charges is Rs.750(Rupees Seven Hundred and Fifty Only) per instrument per instance

25. Collection charges are 30 percent of Bounce Charges plus Penal Accrued.

26. Commitment Charges is 2 (Two) percent.

27. Documentation Charges Of Rs. 10000 (Plus Service tax and other applicable statutory levies) shall be payable by the Borrower(s).

28. End use letter of top up amount to be provided.

29. Full Prepayment will be allowed during the course of this Agreement on the payment of 4 (Four) percent plus S.T.(Service Tax) as prepayment charges, on the aggregate amount of Loan outstanding and also on any amounts part prepaid during the last 12(Twelve) months.

30. Rs.11 lacs will be kept in form of FD in advance till rental starts or EMI of Jan 15 is cleared whichever is later

31. Escrow of rentals from Sonata Software Ltd and Onara Hospitality Private Limited (Justa Hotels) in favour of KMBL for Deal1, Deal2 and Deal5

32. Repayment for all the deals is from Kotak Escrow account

33. Lease Deed of Onara Hospitality Private Limited and Spandana Sphoorthy Financial Ltd to be documented before disbursement of Deal2 Rs.100L, Deal3 Rs.100L and Deal4 Rs.250L

34. Updated Banking of Axis Bank 1008 account to be documented before disbursement

35. All the deals are cross collateral to each other and also two properties

36. Registered MOE in favour of the Bank for property at Begumpet property for Deal1 Rs.1400L, Deal2 Rs.100L and Deal5 Rs.75L

37. Rescheduling Charges is One (1) percent of the outstanding Loan Amount.

38. Swap Charges (for placement of new post dated cheques or ECS) is upto Rs.500 (Rupees Five Hundred Only) plus S.T.(Service Tax) per swap per instance.

39. NRI accounts and Rajesh and Sharad will be opened before top up disbursement document required



**BEST EMPLOYERS IN INDIA**  
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*Randhan*  
38600  
Credit Manager  
Contact Person

Registered address : 5th Floor, Vinay Bhavya Complex, 159 A CST road, Kalina, Santacruz (E), Mumbai - 400098

Service Tax Registration No. : AAACK4409J ST001

I/We acknowledge the receipt of credit sanction intimation and confirm that the terms and conditions are acceptable to me/us.

(Signature of the Applicant(s))

Date:

**Kotak Mahindra Bank Limited**

CIN L65110MH1985PLC038137 www.kotak.com  
2nd Floor, 6-3-1109/1  
Jewel Pavani Tower  
Raj Bhavan Road  
Somajiguda, Hyderabad  
Andhra Pradesh - 500 082  
India.

Registered Office:  
27BKC, C 27, G Block  
Bandra Kurla Complex  
Bandra (E), Mumbai - 400 051  
India.

Ref No: LP03157901/324698



30/08/2014

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 TO,  
 JMK GEC REALTORS PVT LTD  
 5 2 223  
 GOKUL DISTILLERY ROAD  
 SECUNDERABAD  
 HYDERABAD  
 HYDERABAD - 500003  
 ANDHRA PRADESH  
 Tel. : 04066335551

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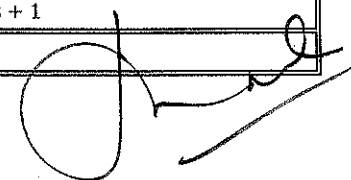
We require your acknowledgement for having received this Sanction Letter and confirm that the terms and conditions as communicated herein for the Housing Finance facility are acceptable to you. The Sanction Letter is therefore sent to you in duplicate. You are requested to return one copy duly signed at the relevant space in token of having accepted these terms. On receipt of the copy of Sanction Letter duly signed by you and your executing the required documents as per the terms of this Sanction Letter, we will arrange to release the facility.

<b>Terms and Conditions of Sanction</b>	
Loan Amount Limit:	Rs-10000000/-
Purpose:	Loan against Property
Guarantor(s)	SDNMKJ REALTY PVT LTD MR. RAJESH KUMAR JAYANTILAL KADAKIA ✓ MR. SHARAD KUMAR JAYANTILAL KADAKIA MR. SOHAM SATISH MODI
Security:	Such securities as may be required by the Bank
Equated Monthly Instalment (EMI) / Monthly Instalment (MI)	Rs.134386/- For 144 Months.
Type of Interest	Adjustable;
Adjustment Period	3 months (1st interest rate adjustment shall happen after 1 quarter/s including the quarter in which the 1st disbursement takes place);
Reference Rate	Base Rate;
Rate of Interest	Reference rate + 2.5% ;
Applicable Reference Rate	10% ;
Applicable Rate	12.5% ;
Processing Fee (if any)	Rs.50000/- ;
Service Tax (including education cess): @12.36% on processing fee	Rs.6180/- ;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
Repayment Period:	Maximum 144 months;
Mode of Repayment:	ECS;
Mode of Post-dated cheques	Standing Instruction + 2 EMI cheques + 1
Property Details (if any)	Pre-Sanction;

**Kotak Mahindra Bank Limited**

 CIN L65110M...  
 2nd Floor, 6-3...  
 Jewel Pavani Tower  
 Raj Bhavan Road  
 Somajiguda, Hyderabad  
 Andhra Pradesh - 500 082  
 India.

 Registered Office:  
 27BKC, C 27, G Block  
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5. Security should be fully insured for all risks and our Banks charge shall be noted on the policy at your cost.
6. Loan will be disbursed in stages on the basis of work progress certificate of the Technical Valuer (in case of construction) and directly to the seller OR to the Bank (in case of transfer or foreclosure from other Banks or Financial Institutions) OR Borrower (in case of refinance) on request from the borrower. No disbursement will be made unless proof of payment of your own contribution, in the total cost of the Property is submitted.
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9. The above sanctioned limit should not exceed 40 %of the Technical Value.
10. If the monthly instalments or any other payments due, are not paid on or before the due date, substitute interest of 2 % p.m. shall be charged for the period of default with compounding at monthly rests. Failure of the bank to send notice for payment or deposit of post dated cheques shall not serve as a reason for non-payment of monthly instalments.
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Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137 www.kotak.com Registered Office:  
2nd Floor, The Bank reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing spread, in the event  
Jewel Jewellers Complex  
Raj Bhavan Road  
Somajiguda, Hyderabad  
Andhra Pradesh - 500 082  
India.

Registered Office:  
Raj Bhavan Complex  
Bandra (E), Mumbai - 400 051  
India.

*Handwritten initials and number*  
3860

24. Cheque or Instruction Dishonour charges is Rs.750 (Rupees Seven Hundred and Fifty Only) per instrument per instance

25. Collection charges are 30 percent of Bounce Charges plus Penal Accrued.

26. Commitment Charges is 2 (Two) percent.

27. Documentation Charges Of Rs. 10000 (Plus Service tax and other applicable statutory levies) shall be payable by the Borrower(s).

28. End use letter of top up amount to be provided.

29. Full Prepayment will be allowed during the course of this Agreement on the payment of 4 (Four) percent plus S.T. (Service Tax) as prepayment charges, on the aggregate amount of Loan outstanding and also on any amounts part prepaid during the last 12 (Twelve) months.

30. Rs.11 lacs will be kept in form of FD in advance till rental starts or EMI of Jan 15 is cleared whichever is later

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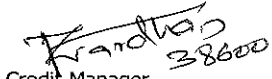
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Credit Manager  
Contact Person

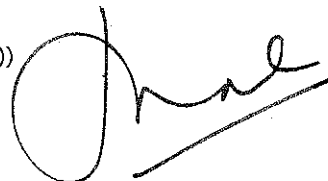
Registered address : 5th Floor, Vinay Bhavya Complex, 159 A CST road, Kalina, Santacruz (E), Mumbai - 400098

Service Tax Registration No. : AAACK4409J ST001

I/We acknowledge the receipt of credit sanction intimation and confirm that the terms and conditions are acceptable to me/us.

(Signature of the Applicant(s))

Date:



**Kotak Mahindra Bank Limited**

CIN L65110MH1985PLC038137 www.kotak.com

2nd Floor, 6-3-1109/1

Jewel Pavani Tower

Raj Bhavan Road

Somajiguda, Hyderabad

Andhra Pradesh - 500 082

India.

Registered Office:

27BKC, C 27, G Block

Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

India.

Ref No: LP03157901/324696

DATE: 30/08/2014



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TO,  
 JMK GEC REALTORS PVT LTD  
 5 2 223  
 GOKUL DISTILLERY ROAD  
 SECUNDERABAD  
 HYDERABAD  
 HYDERABAD - 500003  
 ANDHRA PRADESH  
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<b>Terms and Conditions of Sanction</b>	
Loan Amount Limit:	Rs-140000000/-
Purpose:	Loan against Property
Guarantor(s)	SDNMKJ REALTY PVT LTD MR. RAJESH KUMAR JAYANTILAL KADAKIA MR. SHARAD KUMAR JAYANTILAL KADAKIA MR. SOHAM SATISH MODI ;
Security:	Such securities as may be required by the Bank
Equated Monthly Instalment (EMI) / Monthly Instalment (MI)	Rs.2314034/- For 96 Months. ;
Type of Interest	Adjustable;
Adjustment Period	3 months (1st interest rate adjustment shall happen after 1 quarter/s including the quarter in which the 1st disbursement takes place);
Reference Rate	Base Rate;
Rate of Interest	Reference rate + 2.5% ;
Applicable Reference Rate	10% ;
Applicable Rate	12.5% ;
Processing Fee (if any)	Rs.700000/- ;
Service Tax (including education cess): @12.36% on processing fee	Rs.86520/- ;
Pre-EMI period (interest payable during construction, before commencement of EMI/MI)	Maximum 18 months
Repayment Period:	Maximum 96 months;
Mode of Repayment:	ECS;
No. of Post-dated cheques	Standing Instruction + 2 EMI cheques + 1
Property Details (if any)	Pre-Sanction;

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137 www.kotak.com

2nd Floor, 6-3-1109/1

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Raj Bhavan Road

Somajiguda, Hyderabad

Andhra Pradesh - 500 082

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Registered Office:

27BKC, C 27, G Block

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India.

*Handwritten initials/signature*  
386





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*Handwritten signature*  
386

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Credit Manager  
Contact Person

Registered address : 5th Floor, Vinay Bhavya Complex, 159 A CST road, Kalina, Santacruz (E), Mumbai - 400098

Service Tax Registration No. : AAACK4409J ST001

I/We acknowledge the receipt of credit sanction intimation and confirm that the terms and conditions are acceptable to me/us.

(Signature of the Applicant(s))

Date:

**Kotak Mahindra Bank Limited**

CIN L65110MH1985PLC038137 www.kotak.com

2nd Floor, 6-3-1109/1

Jewel Pavani Tower

Raj Bhavan Road

Somajiguda, Hyderabad

Andhra Pradesh - 500 082

India.

Registered Office:

27BKC, C 27, G Block

Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

India.