10 CUMENT NO. 1678 - 20 PBBOOK: 1678/15



एक सो रुपये

v. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

STIRT INDIA INDIA NON JUDICIAL

ľ

ाः उद्यास्त्र कार्ते विकास TELANGANA: 4.145

Purchased By: SHARAD KUMAR J KADAKIA S/O LATE JAYANTILAL KADAKIA R/O SEC-BAD

For Whom SELF & OTHERS Denomination: 100

310933

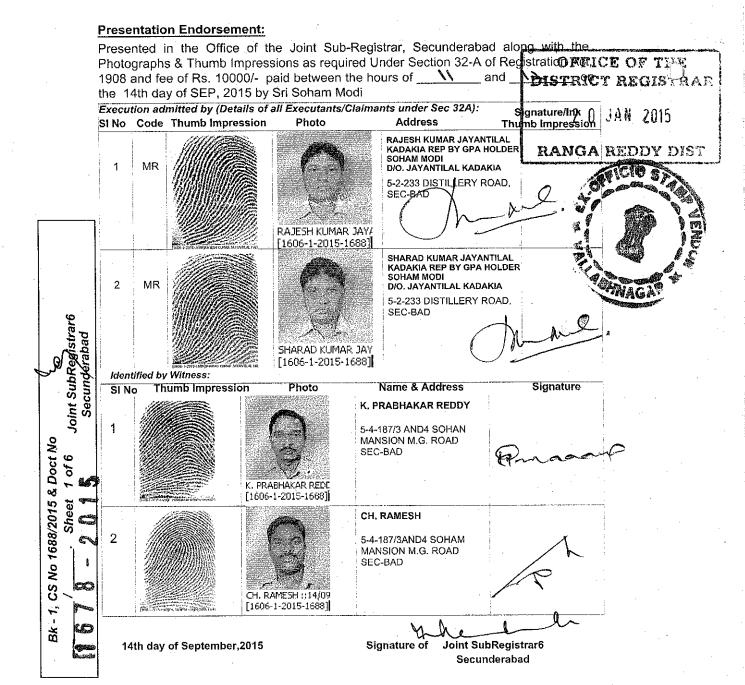
Sub Registral
Ex. Officio Stamp Vendor
SRO: Vallabhnagar

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

This Memorandum of Deposit of Title Deeds is made at Hyderabad on $9^{\rm th}$ September 2015 by

Mr. Sharad Kumar Jayantilal Kadakia, S/o. Mr. Jayantilal Kadakia, aged about 56 years, Occupation: Business, Resident of House No. 5-2-233, Distillery Road, Secunderabad, Telangana and Mr. Rajesh Kumar Jayantilal Kadakia, S/o. Mr. Jayantilal Kadakia, aged about 61 years, Occupation: Doctor, Resident of H. No. 5-2-233, Distillery Road, Secunderabad, Telangana, rep by their GPA Holder Mr. Soham Modi, Son of Shri. Satish Modi, aged about 45 years, Occupation: Business, resident of 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003. PANNO MERPK69582, medic: 9502 1667443

Hereinafter for brevity's sake, collectively, referred to as the "Depositor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART





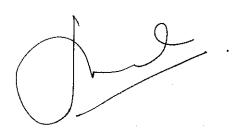


IN FAVOUR OF

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company incorporated under the Companies Act, within the meaning of the and having its Registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai and amongst others, a branch / office at HDFC House, H.No.3-6-310, Hyderguda Road, Basheerbagh, Hyderabad — 500029 ("HDFC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the OTHER PART.

WHEREAS

- A. The Depositor, approached the HDFC for a Loan Facility of Rs.1,50,00,000/-(Rupees One Crore and Fifty Lakhs Only). The HDFC has considered the request of the Depositors and agreed to offer loan of Rs Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs Only) (hereinafter referred to as "the Said Loan").
- B. The Said Loan shall be secured by creation of a valid and enforceable security interest over the properties of the Depositor. The Depositor further represents that they are the sole, absolute and exclusive owner of, and otherwise well and sufficiently entitled to possess the immovable properties situate at more particularly described in the First Schedule hereto (hereinafter referred to as "said Immovable Property/ies").
- C. The Depositor on this 9th day of September 2015 also deposited the title deeds in respect of the said Immovable Property (hereinafter referred to as the "Title Documents") as more particularly described in the Second Schedule hereto. The Depositor states that the Title Documents submitted are the only documents of title relating to the said Immovable Property.
- D. The Depositor has deposited the said Title Documents with the HDFC with intent to create a security on the said Immovable Property for the due repayment of the principal, interest and other charges payable by the Depositors in terms of the Loan Agreement and/or other related Transaction Documents executed by the Depositor.
- E. The HDFC has called upon the Depositor to execute this deed with a view to record the deposit of Title Documents which the Depositor has/have agreed to do so in the manner hereinafter appearing.



Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	. In the Form of					
	Stamp Papers	Challan u/S 41of IS Act	Cash	Stamp Duty u/S 16 of IS act		Total
Stamp Duty	100	0	0	0	00P. P.J	000,0C
Transfer Duty	NA	0	0	0	0	- , 0
Reg. Fee	NA	0	0	0	10000	10000
User Charges	NA	0	0	0	100	100
Total	100	0	0	0	60,000	60,100

Rs. 10000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 10000/towards Registration Fees on the chargeable value of Rs. 15000000/- was paid by the party through DD No ,360143 dated ,08-SEP-15 of ,KOTAK/SEC

14th day of September,2015

Signature of Registering Officer

Secunderabad

CERTIFICATE OF REGISTRATION

(1937SC) of Book.....and

assigned the Identification Number 1606 - 1688 - 20 15 for Scanning.

Regestering Officer

CS No 1688/2015 & Doct No

of 6

The Seal of oint Subitegistr Office Secunderabad

Generated On: 14/09/2015 11:50:40 AM

NOW IT IS AGREED AND DECLARED BY THE DEPOSITOR'S AS FOLLOWS:

- 1. The foregoing recitals stated in Whereas A to E are incorporated herein by the reference and constitute an integral part of this Agreement.
- 2. In consideration of the said Loan advanced/agreed to be advanced by the HDFC to Depositor in terms of the Loan Agreement, on execution of this deed, the Depositor has deposited the Title Documents relating to the said Immovable Property with an intent to create a security on the said Immovable Property in favor of the HDFC for the due repayment of the principal, interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies by the Depositor in terms of the Loan Agreement and other related Transaction Documents.
- 3. The Depositor declares and confirms that the Title Documents as mentioned in Second Schedule relating to the said Immovable Property as more particularly described in First Schedule is free from encumbrances, charge and/or lien of whatsoever nature and are the only documents of title available with the Depositor with respect to the said immovable property.
- 4. The Depositor has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income-tax, sales tax, corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Depositor in respect of Sales Tax, Income-tax, Government revenues and other taxes in respect of the said Immovable Property.
- 5. The charge created by the Depositor has been duly created in favour of HDFC, by the Deposit of Title Deeds. The Depositor is authorized and has the power to create the charge in favour of the HDFC on the said Immovable Property.
- 6. The Depositor covenants that all costs, charges and expenses incurred by the HDFC for defending their title to the said Immovable Property, if need arises and for enforcement of security hereby created by sale of the said Immovable Property shall be payable and paid by the Depositor and shall be deemed to form part of the debt secured by the said deposit of title deeds.
- 7. The Depositor are not aware of any act, deed, matter or thing or circumstance, which prevents the Depositor from charging and/or creating security interest in favor of the HDFC on the said Immovable Property of the Depositor.

BK-1, CS No 1688/2015 & Doct No (6)

The Seal of oint SubRegistrar Office
Secunderabad

8. The Depositor further declares that the deposit of the Title Documents pertaining to the said Immovable Property and the acceptance of the same by HDFC has been made on the solemn belief that the same has been made by the Depositor knowing fully well that on the faith thereof HDFC has agreed to complete the said transaction by deposit of title deeds in respect of said Immovable Property.

SCHEDULE A

(PROPERTY AND THE SECURITY)

All that Units bearing shop nos. 8 9 admeasuring 739.50 Sq. ft with U/s of land 16.43 Sq.yds,

Office No. B-1, admeasuring 1648 Sq. ft with U/s of land 36.62 Sq.yds,

Office No. A-1, admeasuring 1002 Sq. ft with U/s of land 58.00 Sq.yds,

Office No. A-2, admeasuring 1087 Sq. ft with U/s of land 24.15 Sq.yds,

Office No. A-3, admeasuring 1088 Sq. ft with U/s of land 24.17 Sq.yds,

Office No. B-1, admeasuring 1648 Sq. ft with U/s of land 36.62 Sq.yds,

Office No. B-2, admeasuring 1430 Sq. ft with U/s of land 31.77 Sq.yds,

Office No. B-3, admeasuring 1430 Sq. ft with U/s of land 31.77 Sq.yds,

Office No. C-1, admeasuring 1648 Sq. ft with U/s of land 36.62 Sq.yds,

Office No. C-2, admeasuring 1430 Sq. ft with U/s of land 31.77 Sq.yds,

Office No. C-3, admeasuring 1430 Sq. ft with U/s of land 31.77 Sq.yds,

In the building known as "S.M Modi Commercial Complex, bearing Municipal Nos. 5-4-187/5/11, 15, 16, 17, 18 & 19, situated at Karbala Maidan, Necklace Road, Secunderabad Telangana and bounded by as follows:

North: Land belonging to M/s. Sai Prakash Sudharshanam Industries (P) Ltd.,

South: Private Road

East : Neighbour's building

West: Necklace Road

BK-1, CS No 1688/2015 & Doct No
BK-1, CS No 1688/2015 & Doct No
Secunderabad



SCHEDULE B

(List of Title Documents deposited)

- 1. Original Gift Deed registered vide no. 1724/2009 dated 20.11.2009`
- 2. Original Sale Deed registered vide no. 405/1983 dated 12.09.1983
- 3. Original Rectification Deed registered vide no.97/BK-IV/2015 dated 18.08.15
- 4. Original Sale Deed registered vide no. 947/1988 dated 28.07.1986
- 5. Original Sale Deed registered vide no. 495/1990 dated 30.07.1986
- 6. Original Rectification Deed registered vide no. 94/ BK-IV/2015 dated 18.08.2015
- 7. Original Gift Deed registered vide no. 1723/2009 dated 20.11.2009
- 8. Original Sale Deed registered vide no. 494/1990 dated 30.07.1986 /
- 9. Original Rectification Deed registered vide no. 95/ BK-IV/2015 dated 18.08.2015 -
- 10. Original Gift Deed registered vide no. 1715/2009 dated 18.11.2009
- 11. Original Sale Deed registered vide no. 501/1990 dated 01.08.1986
- 11. Original Rectification Deed registered vide no. 91/ BK-IV/2015 dated 18.08.2015
- 12. Original Sale Deed registered vide no. 497/1990 dated 01.08.1986
- 13. Original Rectification Deed registered vide no. 96/ BK-IV/2015 dated 18.08.2015
- 14. Original Sale Deed registered vide no. 498/1990 dated 01.08.1986
- 15. Original Rectification Deed registered vide no. 89/ BK-IV/2015 dated 18.08.2015
- 16. Original Sale Deed registered vide no. 500/1990 dated 30.07.1986
- 17. Original Rectification Deed registered vide no. 92/ BK-IV/2015 dated 18.08.2015
- 18. Original Sale Deed registered vide no. 496/1990 dated 30.07.1986
- 19. Original Rectification Deed registered vide no. 93/ BK-IV/2015 dated 18.08.2015
- 20. Original Sale Deed registered vide no. 499/1990 dated 01.08.1986
- 21. Original Rectification Deed registered vide no. 90/ BK-IV/2015 dated 18.08.2015 In witness whereof the Depositor has set their hand and signature on the 9th day September 2015 year first above written in the presence of:

Signed and Delivered by MR. Mr. Sharad Kumar Jayantilal Kadakia Rep. by GPA Mr. Soham Modi

Signed and Delivered by Mr. Rajesh Kumar Jayantilal Kadakia Rep. by GPA Mr. Soham Modi

WITNESS:

1. Prasingary

2

BK-1, CS No 1688/2015 & Doct No Sheet 5 of 6 Joint SubRegistrar6



रधाई लेखा संख्या PERMANENT ACCOUNT NUMBER

AERPK6958C

TH MAME

RAJESH KUMAR JAYANTILAL KADAKIA

पिता का नाम /FATHER'S NAME JAYANTILAL KADAKIA

जन्म तिथि /DATE OF BIRTH

21-01-1955

हस्ताक्षर /SIGNATURE Derrock Co

मुख्य आयकर आयुक्त, आध्य प्रदेश Chief Commissioner of Income-tax, Andhra Pradesh ड्यायकर विमाग

INCOME TAX DEPARTMENT

SHARAD KUMAR JAYANTILAL KADAKIA

JAYANTILAL KADAKIA

25/08/1959

Permanesii Account Number

ACBPK9161F

Signature



भारत सरकार

GOVT, OF INDIA

स्याई लेखा गळवा

PERMANENT ACCOUNT NUMBER

ABMPM6725H

BINAME: PIFF

SOHAM SATISH MODI

that are now as a linear somewhat SATISH MANUAL MODI

RM MATERIAL

18-10-1960

FTET SELECUL

tier attests utiges about their

Chief Cavillianske au al manna fan, Asidius Francis

जायकर विभाग

INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Persument Account Number

AWSPP8104E

Comme

भारत सरकार GOVE OF INDIA



आयकर विनाग

INCOME TAX DEPARTMENT

C RAMESH

NARSING HAO CHANDRAGIRI

21/07/1979

citacianes e exception (Asignates AKRPR1896C

सार क्यां र

GOVE OF INDIA



BK-1, CS No 1688/2015 & Doct No
BK-1, CS No 1688/2015 & Doct No
Secunderabad
Secunderabad

the Seal of coint SubAegistran Office Secunderabad

Generated On: 14/09/2015 11:50:40 AM