

NOC FROM LANDOWNERS

To,
Tata Capital Financial Services Limited,
Mumbai

Dear Sir/Madam,

Re: Mortgage of Developer's share of flats along with undivided share in land as mentioned in the JDA dated 1st April 2019, for the Property detailed in Schedule 1 herein under (hereinafter referred to as "the Property").

We have entered into a Joint Development Agreement cum General Power of Attorney (JDA) for development of the Property admeasuring 10,173 sq yds situated at Sy. No. 82/1, Mallapur, near Nacharam, Hyderabad. Building permit for construction of a housing complex on the said land has been obtained and 189 flats having a super built-up area of 3,13,600 sft is proposed to be constructed. As per the terms of the JDA the Owners shall be entitled to 66 flats with a super built-up area of 1,09,920 sft along with 3,566 sq yds undivided share in land (hereinafter referred to Owners Property) as their share in the constructed area. Similarly, the Developer shall be entitled to 123 flats with a super built-up area of 2,03,680 sft along with 6,607 sq yds undivided share in land (hereinafter referred to Developer's Property) as its share in the constructed area.

We have been informed by the M/S Modi Properties Pvt. Ltd "the Developers" that they have approached Tata Capital Financial Services Limited ("TCFSL") for grant of credit facilities. The Developers have also informed us that the said facility would inter alia be secured by the Developers Property.

We, Mehul V. Mehta, R/o. 21, Bapubagh Colony, 1st Floor, P.G. Road, Secunderabad - 500003 and Bhavesh V. Mehta, R/o. 2-3-577, Flat no. 301, Uttam Towers, Minister Road, D.V. Colony, Secunderabad - 500003 hereby confirm that with the intention to develop the property we have entered into a Joint Development Agreement Cum Power of attorney dated 05-10-2018 and registered vide 5738/18, granting development rights to the Modi Properties Pvt. Ltd. ("the Developers") along with inter alia rights to sale, mortgage, appropriate proceeds for the Developers Property.

We confirm that the Developer has complete rights to mortgage the the Developers Property in favour of TCFSL. We confirm that we have not borrowed and will not borrow against the said portion of the Developers Property which has been specifically demarcated in favour of the Developer.

We understand that as the property is not divided in metes and bounds, TCFSL or its assigns may require assistance/ co-operation from us the Land Owners. We agree to render all necessary co-operation as may be required by the Lenders / its assigns for the purpose of or in connection with the enforcement of the charge over the Developers Property (including but not limited to sub- division of the Property) created / to be created



in their favour, including but not limited to any matters or things to be done in relation to such title document(s).

We will extend complete co-operation for sub division of the Property in case of an enforcement of the charge created / to be created in favour of the Lenders / their security trustee or otherwise, so as to enable the Lenders / their security trustee (including any purchasers of the said land and all other persons acting on their behalf or claiming under them) at any given point in time to exercise their rights over the Property.

Schedule
Description of Property

SCHEDULE OF THE LAND

All that portion of the land area to the extent of 11,213 sq yds forming a part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga reddy District), under S.R.O. Kapra, and bounded by:

North	Railway Track
South	Main Road
East	Open Land
West	40' Wide Road

Yours Truly,



Mehul V. Mehta



Bhavesh V. Mehta