

Date : 30/09/2008.



Mrs Kokilaben J. Kadakia,
Mr. Rajesh j Kadakia,
Mr. Sharath j Kadakia,
Mr. Soham Modi,
M/s. Modi properties and Investments Pvt Ltd.

#Gokul H.no: 5-2-223, Distillary Road, Secunderabad -500 003

Dear Sir/s

At your request, we are pleased to advise sanction of a Secured Loan – dropline overdraft facility ("the facility") of Rs 350 Lakhs (Three Crore Fifty Lakhs Only) to you on the agreed terms and conditions as per this letter.

This letter shall form an integral part of the loan agreement to be executed by yourselves and shall be governed by the terms and conditions as contained in the annexure attached and the loan agreement. This offer is valid for a period of 45 days from the date of the sanction.

The bank reserves the right to withdraw and/or amend any of the terms and conditions hereof (including to reduce or cancel any of the facility) at its sole discretion, in the event of any change in circumstances & subject to legal and title clearance.

Kindly confirm your acceptance of the aforesaid terms and conditions by signing on this letter and the attached Schedule and returning the same to us.

I. Terms and Conditions of Facility

Facility Amount	Rs. 350,00,000/- (Three crore fifty Lakhs only)
Type of Interest	Floating rate of Interest
HDFC Bank Floating Reference Rate (FRR)	16.5% as on date
Applicable Interest rate	FRR Minus 2% = 14.5% <i>1.5% 15% (A)</i>
Tenor	72 Months
Repayment	Dropline* of Rs. 4,87,000/- every month plus monthly interest on amount utilised
Security	Such Security as may be acceptable to the Bank
Security PDC's	6 Security PDC's of Rs.4,87,000/- Each + 1 PDC Principal O/s Rs 350,00,000/-
Processing Fee [Non Refundable]	0.5 % Processing Fee and 12.36 % towards Service Tax and Education Cess
AMC / Administrative Charges [Non Refundable]	3000/- upto 50 Lacs and above 50 Lacs 5000/-
Stamp Charges if any	1000/-
Other Charges if any	2/-

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For Modi Properties Investments Pvt. Ltd.
Managing Director.

2. Limit will be dropped by Rs 4,87,000/- on the 1st of every month
 3. Interest will be debited to the OD account on the last day of the month and will need to be serviced every month.

"Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower (you/Company) shall be liable to execute appropriate loan documents as required by the Bank. Stamp duty, if any on the loan documents shall be borne and paid by the Borrower only and the Bank shall not be responsible or liable for the same."
 Yours faithfully,

For **HDFC BANK LTD.**

 (Authorised Signatory)

Post Sanction Requirement :

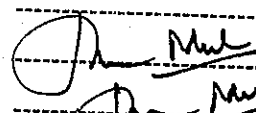
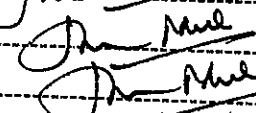
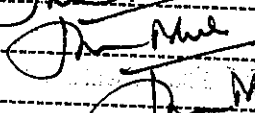
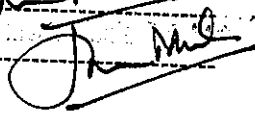
- All property owners to be co-borrowers
- End Use declaration
- **Documentation for the secured loan facility**
- Overdraft Agreement.
- Demand Promissory Note
- Letter of Continuity
- Letter of General lien and set off
- Deed of Indemnity to be obtained.
- 1 Chq @ 350,00,000/- and 10 chqs @ 4,87,000 /-
- ROI approval to be on file..
- Borrower to open a CA with HDFC BANK
- All your (borrower's) banking transactions should be routed through this HDFC Bank Current account only. This should be ensured within 30 days of availing the loan failing which the Bank at its sole discretion has the right to recall the loan or charge penal interest till the said condition is met.
- SI / PDCs should be given from this HDFC Bank current account along with the security PDCs. Also 3 security PDCS from the existing main bank account need to be provided.
- The above conditions shall be deemed to form an integral part of the Loan Agreement and the non-compliance on your / Borrower's part of any or all the above mentioned conditions would be treated as Event of Default and the Bank shall be entitled to the rights as mentioned in the Loan Agreement."
- This sanction letter has to signed for acceptance by the borrower / authorized signatory (as per Board resolution / partnership authority letter). The customer's signature to be taken below the words acknowledged, understood and accepted
- Cmr will close the existing LARR facility included secured loan and overdraft with the corporate division of our bank.
- Process checks to be positive for Mr. Sharath, Mr. Rajesh and same to vetted by local credit.
- Pramod Modi to be made as gaurentor to the transaction.

Loan

I accept *MOE as per norms.*
The left out amounts in escrow a/c, after servicing our LARR-EMF, should be transferred to this DOD a/c

Name

- Mrs Kokilaben J. Kadakia,
 Mr. Rajesh J Kadakia,
 Mr. Sharath J Kadakia,
 Mr. Soham Modi,
 M/s. Modi properties and Investments Pvt Ltd.

Date and Signature
5/10/2017





AcknowledgmentDate : 21/11/2008
Place : HyderabadTo,
Mrs. Kokilaben j Ladakia
Gokul H-no: 5-2-223,
Distillary Road,
Secunderabad- 500003.

Dear Sir/Madam,

Sub: Original Title Deeds (Property Documents)


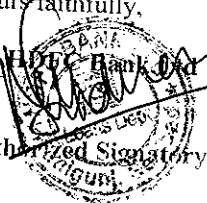
This is to confirm that the following original title documents pertaining to the property are received.

Regd sale deed no 287 of 1963 dated 27/02/1963.(Original)

This is for your information and records.

Thanking you,

Yours faithfully,

For 

Authorized Signatory

To,
Rajesh J Kadakia , Sharad J Kadakia & Smt Kokilaben J Kadakia .
HN:5-2-223, 3rd Floor , Gokul Building , Distillery Road ,
Hyderbasti , Secunderabad .

Sub: Clarification regarding GPA given to Mr. Soham Modi for availing the total loan facility of
700 lakhs from HDFC bank .

With regard to your request on the subject mentioned above we here by clarify that the
clause nos 8 to 17 in GPOA given by you in favor of Mr. Soham Modi will come in force, in
the event of the default in payment of the dues to the bank and bank exercising their right on
the said property mortgaged for availing a total funding of 700 lacs.

In case of default from your end in repaying the EMI on any month, bank will give
appropriate notice and time to cure the default payment and the clauses mentioned in GPA in
Sno 8 to 17 will come in force in case of the default is not corrected with in 60 days from the
date of default.

Notice for any default will be served vide registered post to Mr. Soham Modi , your POA
holder and Mrs Kokilaben Kadakia in the given address as per our records and Mr. Rajesh
and Sarath kadakia will be informed through emails given to us .

Thank you,

Authorised Signatory ,



(R. LAXMI CHARAN)
07/11/08



HDFC Bank Ltd.,
6-1-73, Ground floor
Saeed Plaza, Lakdi Ka Pool
Hyderabad 500004
Tel. : 23230036
Fax : 040-23230349

To,

22-11-2008

Kokilaben Kadakia

Sub : No Outstanding Certificate – Term Loan / OD Facility

Dear Madam,

This is to certify that the Principal and Interest outstanding on the Term loan account bearing number 021LN18043500001 of Kokilaben Kadakia has ben fully repaid and outstanding in the account is NIL.

Also there is no outstanding in the OD account number 00211000129213 .

Thanking You,

Yours Sincerely,

For HDFC Bank Ltd.

Authorised Signatory

Date : 30/09/2008.



Mrs Kokilaben J. Kadakia,
Mr. Rajesh j Kadakia,
Mr. Sharath j Kadakia,
Mr. Soham Modi,
M/s. Modi properties and Investments Pvt Ltd.

#Gokul H.no: 5-2-223, Distillary Road, Secunderabad -500 003

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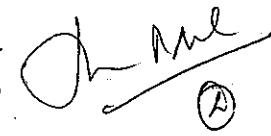
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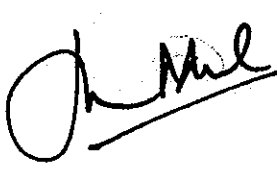
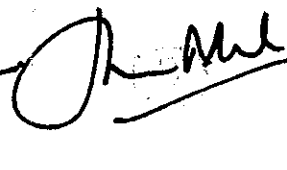

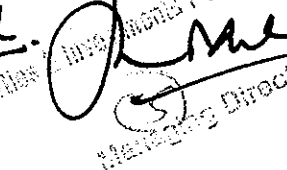
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AMC / Adminstrative Charges[Non Refundable]	3000/- upto 50 Lacs and above 50 Lacs 5000/-
Stamp Charges if any	1000/-
Other Charges if any	2/-

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For Modi Properties Investments Pvt. Ltd.
Managing Director.

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For **HDFC BANK LTD.**

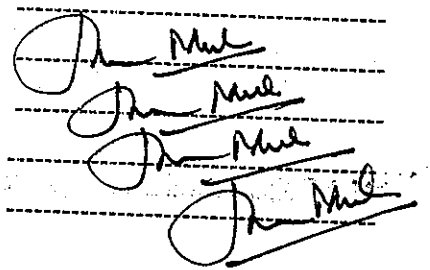
 (Authorized Signatory)

Post Sanction Requirement :

- All property owners to be co-borrowers
- End Use declaration
- **Documentation for the secured loan facility**
- Overdraft Agreement.
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- Pramod Modi to be made as gaurentor to the transaction.

MOE as per norms.
 I accept *The left out amounts in escrow a/c, after servicing our LARR-EMF, should be transferred to this DOD a/c*

Name
 Mrs Kokilaben J. Kadakia,
 Mr. Rajesh j Kadakia,
 Mr. Sharath j Kadakia,
 Mr. Soham Modi,
 M/s. Modi properties and Investments Pvt Ltd.

Date and Signature
 * 5/10/2017-8.55/21.


Date: 30/09/2008.

Mrs Kokilaben J. Kadakia,
 Mr. Rajesh j Kadakia,
 Mr. Sharath j Kadakia,
 Mr. Soham Modi,
 M/s. Modi properties and Investments Pvt Ltd.

#Gokul H.no: 5-2-223, Distillary Road, Secunderabad -500 003

Dear Sir,

Sub.: - Your Loan request against rental receipts from of commercial propeprty bearing the address H. No: 1-10-176, Green Towers, situated at Begumpet, Secunderabad, AP.

This is with reference to your application for a loan against rent recievables. We are pleased to sanction a loan facility of Rs 350,00,000/- to you.

Following are the terms and conditions for the facility -

- 1.Loan amount :Rs. 350,00,000/- (Rupees Three Crore Fifty Lakhs Only)
- 2.Rate of interest : ** FRR ^{2 14.5} - 2.5% = 14%
 (** HDFC Bank FRR presently at 16.50%) *(Signature)*
- 3.Processing Fees : 0.5% Processing fee (Which is Not Refundable).
- 4.Service Tax : @12.36% of the processing fee
- 5.EMI'S : M01 and M14 - Rs. ~~680000/-~~
 M15 to M71 - Rs. 745100/- *(Signature)*
~~M72 to M72 - Rs. 360500/-~~ *m1-m-11 - 680,000*
m12-m72 - 745100
- 6.Repayment : Monthly as per schedule provided by the bank
- 7 Security - Primary : Exclusive first charge on rent receivables from **M/s. Sonata Software Ltd**
- 8 Additional Collateral : Equitable mortgage of commercial property bearing
 H. No: 1-10-176, Green Towers, situated at Begumpet, Secunderabad, AP.
- 9.Repayment Mode : Standing Instruction
10. Disbursal : Loan will be disbursed into the account held with us
- 11.Other Terms & Conditions : i) HDFC Bank will have the right to foreclose this facility in the event that the company management undergoes a change during the tenor of this facility.
 : ii) The rent receivables from M/S Sonata Software Ltd

"Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower (you/Company) shall be liable to execute appropriate loan documents as required by the Bank. Stamp duty, if any on the loan documents shall be borne and paid by the Borrower only and the Bank shall not be responsible or liable for the same."

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(Signature)
(Signature)
(Signature)
 For Modi Properties & Investments Pvt. Ltd.
(Signature)
 Managing Director

(Signature)
 30/9/08



Credit at the sole discretion of HDFC Bank Ltd.

This offer valid only for 45 days from the date above mentioned and only on receipt of accepted copy of this sanction letter.

Stamp charges to be borne by the customer.

All other terms & conditions as per the agreement would apply.

Pre-Disbursal Loan Documentation:

Documentation

- Loan Agreement.
- Demand Promissory Note.
- Letter of Continuity for DPN.
- Letter of General Lien & Set-off.
- Agreement for Assignment of Receivables in form of Lease Rentals and other related amenities charges.
- A power of attorney favoring the bank, authorizing the bank to deduct the rent towards the EMI payable by the customer.
- Property Mortgage related documentation as per Legal Title Search Report.
- End use letter as per policy
- Process checks to be positive for Mr. Sharath, Mr. Rajesh and same to vetted by local credit.
- NRI POA to be executed in favor of resident Indian which should be in our banks format before disb of the facility.
- Pramod Modi to be made as gaurentor to the transaction
- MOE as per norms.
- NOC from Lessee M/S Sonata Software Ltd.
- Comfort letter from M/s. Sonata Software Ltd for the expression of extension of the lease agreement for further 2 yrs under mutually agreed terms and conditions after the expiry of the lease deed between the two parties.
- Annual Maintenance Charges of Rs. 5000/- 7500/-
- CA certificate confirming the end usage of the loan facility post disbursement of the facilities.
- Cmr will close the existing LARR facility included secured loan and overdraft with the corporate division of our bank.
- All your (borrower's) banking transactions should be routed through this HDFC Bank Current account only. This should be ensured within 30 days of availing the loan failing which the Bank at its sole discretion has the right to recall the loan or charge penal interest till the said condition is met.
- SI / PDCs should be given from this HDFC Bank current account along with the security PDCs. Also 3 security PDCS from the existing main bank account 00211000129213 need to be provided.
- The above conditions shall be deemed to form an integral part of the Loan Agreement and the non-compliance on your / Borrower's part of any or all the above mentioned conditions would be treated as Event of Default and the Bank shall be entitled to the rights as mentioned in the Loan Agreement."
- This sanction letter has to signed for acceptance by the borrower / authorized signatory (as per Board resolution / partnership authority letter). The customer's signature to be taken below the words acknowledged, understood and accepted

Please acknowledge the contents to the terms outlined above by signing a copy of this letter and returning it to us.

We look forward to a great working relationship with you.

Yours Sincerely,

For HDFC Bank Ltd.

[Signature]
Manager Business Banking
Hyderabad.

Accepted By (Signature):

Mrs Kokilaben J. Kadakia,

Mr. Rajesh j Kadakia,

Mr. Sharath j Kadakia,

Mr. Soham Modi,

M/s. Modi properties and Investments Pvt Ltd.

[Signature]
Accepted By (Signature):

Accepted By (Signature):

[Signatures]

Managing Director