

SD 5

R. SHANKAR RAO

S.V.J.NO. 03/2006

LETTER OF GENERAL LIEN AND SET OFF

HYDERABAD
LICENSE NO. 21/2006

भारत 74497

188558



INDIA

आंध्र प्रदेश

OCT 22 2008

ZERO ZERO ZERO ZERO ONE ZERO ZERO

13:42

Rs.0000100

PB5588

NON-JUDICIAL
STAMP DUTY

ANDHRA PRADESH

To,
HDFC BANK LTD.,
S.D. Road Branch,
Secunderabad.

(Address)

In consideration of your giving me/us banking accommodation and facilities, I/We unconditionally agree as follows:-

- (1) That in addition to general lien or similar right to which you as Bankers, which I/we agree, are entitled by law, you may at any time and without notice to me/us in your absolute discretion combine or consolidate all or any of my/our accounts with any liabilities to you and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/our liabilities to you on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint.
- (2) That in respect of all such accounts and liabilities aforesaid you shall have a lien on all stocks, shares, securities, property and book debts belonging to me/us or now or hereafter held by you for safe custody, collection, or otherwise and all moneys now or hereafter standing to my/our credit with you on any current or any other account and you will have the right to sell, realise all such securities and property as aforesaid for the purpose of realizing your dues.
- (3) The aforesaid rights are available to you notwithstanding any agreement between me/us and you, to the contrary and notwithstanding the fact that a particular security is given to you earmarked for particular loan or account and the same is cleared by me/us by payment.

Place Hyderabad, Dated this 22 day of 10 08

In case of Individual(s)

Name of Individual _____ Sign of Individual _____

In case of a Company

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed the day and year first hereinabove mentioned at.....

The Common Seal of..... Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated.....in the presence of:
1.)
2.)
the Director/s and/or the....., who have in token thereof, subscribed their signature hereto.)



In case of Partnership firm

IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, the day and year first hereinabove mentioned at.....

For.....(Name of the Partnership Firm)

(Partners)

In case of Prop. Concern

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, the day and year first hereinabove mentioned at.....

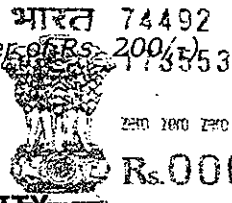
For.....(name of the Prop. Concern)

Proprietor

[Signature] For Modi Properties & Investments Pvt. Ltd.
[Signature] Managing Director

5151/11/08. 555/211.

R. SHANKAR RAO
(To be executed on stamp paper of Rs. 200/-)
D.NO.4-5-310,1ST FLOOR
SULTAN BAZAR, KOTI
HYDERABAD
LICENSE NO. 21/2006



भारत 74492
173353
OCT 22 2008

2ND 10ND 2RD 26ND 12ND 28ND 26ND 13:37

Rs.0000200 PB5588

DEED OF INDEMNITY
INDIA

NON-JUDICIAL
STAMP DUTY

ANDHRA PRADESH

THIS DEED OF INDEMNITY executed at Hyderabad on this 22 day of 10 2008.

BY

..... Mr./Ms/Messrs. K. K. Lalitha J. Kodakota, I {hereinafter referred to as "the Obligor" -an **individual/proprietorship/Hindu Undivided Family(HUF)/partnership/Company**(which expression shall unless repugnant to the context or meaning thereof, in the case of an individual/proprietorship be deemed to mean and include his/her heirs, executors, administrators and assigns OR in the case of HUF all the member/s for the time being of the HUF OR in the case of partnership, the partner/s for the time of the firm, the survivor/s of them and the heirs, executors, administrators and assigns of the last surviving partner OR in the case of a Company its successors and assigns)

IN FAVOUR OF

HDFC BANK LTD., a Banking Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, hereinafter referred to as "**the Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **Other part**

WHEREAS:

(A.)The Obligor is absolutely seized and possessed of or otherwise well and entitled to commercial/residential premises being 1-10-176, in building known as Regimpet situated at Hyderabad and more particularly described in the Schedule hereunder written (hereinafter referred to as the "said premises").

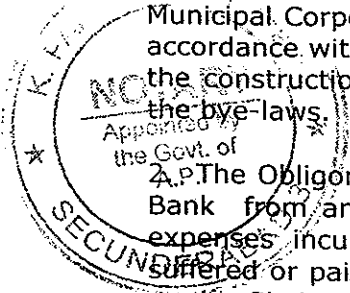
(B.)The Obligor has applied to the Bank for grant of credit facilities amounting to Rs. 100,00,000 (hereinafter referred to as the said "Facilities") which the Bank has agreed to grant on certain terms and conditions inter alia includes a security by way of mortgage of the said premises.

(C)The Bank has agreed to disburse the said Facilities subject to the condition that the Obligor shall execute in favour of the Bank an undertaking cum indemnity in respect of the said premises, being these presents.

AND IN CONSIDERATION OF THE ABOVE,

1. The Obligor doth hereby declare and confirm that the said premises and the building in which it is located is authorized and has been constructed in strict accordance with the Building Plans that have been duly sanctioned / approved by the Municipal Corporation vide their approval dated..... ("the Sanctioned Plans") or in accordance with the building bye-laws (in case of pre-constructed property) and that the construction does, in no manner whatsoever, violate the Sanctioned Plans and the bye-laws.

2. The Obligor agrees to indemnify and keep indemnified and save harmless HDFC Bank from and against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by HDFC Bank or required to be incurred, suffered or paid by HDFC Bank and against all demands, actions, suits, proceedings made, filed, instituted against HDFC Bank in connection with or arising out of or relating to any defect in or deviation in the construction of the said premises and /or said building from that contained in the Sanctioned Plans / bye-laws OR the building plans not being approved by the competent authorities. The Obligor shall forthwith, upon demand by HDFC Bank at any time, without any demur or contest, pay to HDFC Bank , the entire Facility along with interests, costs and charges.



K. PARVATHI
Advocate / Notary
Hyderabad

513/1111-1-10-SSS/211

513/1111-1-10-SSS/211

513/1111-1-10-SSS/211

(To be executed on stamp paper of Rs. 200/-)

3. The Indemnity and the liability undertaken by the Obligor herein shall continue to remain in full force till the said Facility of HDFC Bank together with all its related dues is repaid in full to HDFC Bank .

And the Obligor makes the aforesaid declarations and statements and give the aforesaid undertaking cum indemnity solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength thereof, HDFC Bank has agreed to grant the said Facilities.

IN WITNESS WHEREOF, the Obligor has put my hand the day and year first hereinabove mentioned.

1.
2.

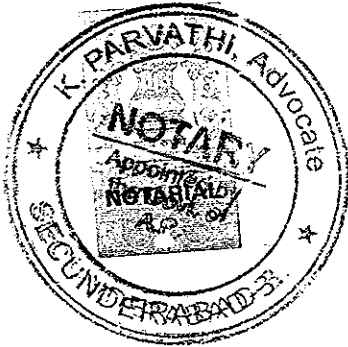
In the presence of:

Witness

Name and Address

दिनांक 7. 8. 2011.
(1)

ATTESTED



K. Parvathi
K. PARVATHI
Advocate / Notary
Flat No.210, IIIrd Floor,
"Alliance House"
Beside Nairaj Theatre, S.D. Road,
SECUNDERABAD.
(Res) 27803860

250
HDFC Bank

R. SHANKAR RAO
S.V.J.NG. 03/2006

भारत 74496
130552

आंध्र प्रदेश
OCT 22 2008

AGREEMENT FOR ASSIGNMENT OF RECEIVABLES

THIS AGREEMENT is made at the place of Hyderabad, India, on this 13th day of October 2008, between
HDFC Bank Limited, a Banking Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013, and a Branch office inter-alia at the address mentioned in Item No.3 of Schedule I hereunder written ('the concerned Branch'), hereinafter designated as "the Bank" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the FIRSTPART;

BETWEEN



13:40
R.0000250 PB5588

NON-JUDICIAL
STAMP DUTY

ANDHRA PRADESH

HDFC Bank Limited a Banking Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013, and a Branch office inter-alia at the address mentioned in Item No.3 of Schedule I hereunder written ('the concerned Branch'), , hereinafter designated as "the Bank" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the FIRSTPART;

AND

The borrower/s, more particularly described and set out in Item No.4 of the Schedule I hereunder written hereinafter designated as the "Borrower", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators and legal representatives (where the Borrower is an individual/Sole Proprietor), successors and assigns (where the Borrower is a company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners (where the Borrower is a partnership firm), the present members and the members from time to time of the Hindu Undivided Family , and their respective heirs, executors, administrators and legal representatives (where the Borrower is a Hindu Undivided Family) of the SECOND PART.

(The Bank and the Borrower are hereinafter collectively referred to as "the Parties"). WHEREAS:

- A. The Borrower (i) is the owner of the residential/commercial complex (where the borrower is the owner) (ii) is the lessor of the residential/commercial complex (where the borrower is a Lessor) (iii) is the sub-lessor of the residential/commercial complex (where the borrower is a sub-lessor) (iv) is the licensor of the residential/commercial complex (where the borrower is a Licensor) (v) is the sub-licensor of the residential/commercial complex (where the borrower is a Sub-Licensor). The residential/commercial complex is hereinafter referred to as "the said property" which said property is more particularly described in Schedule II.) The said property has been given by the Borrower to the person(s) named and described in Schedule II (hereinafter referred to as "the Lessee(s) / Sub-Lessee(s) / Licensee(s) / Sub-Licensee(s) / Tenant(s)") on lease / sub-lease / licence / sub - license / tenancy basis, as the case may be. The Borrower in his/her/their/its capacity as owner or landlord or lessor or sub-lessor or licensor or sub-licensor, as the case may be, of the said property is entitled to receive from his/her/their/its Lessee(s) / Sub-Lessee(s)/ Licensee(s) / Sub-Licensee(s) / tenant(s) monthly fees / rent / compensation as set out in Schedule II, including any escalation thereof ("Monthly Receivables").
- B. By and under a Loan Agreement of even date entered into between the Borrower and the Bank (hereinafter referred to as the "Loan Agreement"), the Bank has lent and advanced to the Borrower and the Borrower has availed from the Bank a loan facility ("the Loan") to be repaid to the Bank in accordance with the repayment schedule contained in the Loan Agreement (hereinafter referred to as "the Repayment Schedule") or on such earlier date as demanded by the Bank, and on the terms and conditions as mentioned in the Loan Agreement. A copy of the Loan Agreement is annexed hereto and marked as Annexure "A1": 15/10/08-55521-13
- C. One of the conditions of the Loan Agreement is that the principal amount of the Loan shall be repaid together with interest thereon at the rate of interest set out in the Loan Agreement, in equated monthly installments payable as per the terms of the said Loan Agreement together with interest tax thereon, as and when applicable. The Borrower shall also pay, so long as the dues or any part thereof shall remain unpaid under the Loan Agreement or if default shall be made in payment of interest, or if default shall be made by the Borrower of any of the terms and conditions of the Loan Agreement, additional interest at the rate more particularly set forth in the Loan Agreement. The principal amount of the loan together with all interest, additional interest, costs, charges and expenses and all other monies whatsoever due and payable or which may hereafter be payable by the Borrower to the Bank whether under the Loan Agreement or otherwise is hereinafter collectively referred to as "the Dues".
- D. The Dues and all the obligations of the Borrower under the Loan Agreement shall, inter alia, be secured by an assignment of the Monthly Receivables, present and future. The Monthly Receivables shall mean and include all the right, title, interest, benefits, claims and demands whatsoever of the Borrower, in and to or in respect of all amounts by way of monthly fees / rent / compensation and escalations thereto, owing /

For Modi Properties & Investments Pvt. Ltd.

Managing Director

THIS AGREEMENT ("Agreement") made at the place mentioned in Item No. 2 of Schedule 1 hereunder written on the date mentioned at Item No. 2 of Schedule 1 hereunder written

The borrower(s), more particularly described and set out in Item No. 3 of Schedule 1 hereunder written (hereinafter referred to as "the Borrower"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators and legal representatives (where the/a Borrower is an individual/Sole Proprietor), successors (where the/a Borrower is a company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners (where the/a Borrower is a partnership firm), of the ONE PART

AND

HDFC BANK LTD. a company incorporated and registered under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013, and a Branch office inter-alia at the address mentioned in Item No. 4 of Schedule 1 hereunder written ("the Concerned Branch"), hereinafter referred to as "the Bank" which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns of the OTHER PART.

WHEREAS at the request of the Borrower, the Bank has agreed to grant a loan of Rs. 350,00,000 (Rupees Three crore fifty lakhs) only to the Borrower on the terms and conditions herein mentioned.

NOW THIS AGREEMENT WITNESSETH THAT :

1. Definitions and Interpretation

1.1 Definitions ① कोडीला जेन. व. एसडीया.

In this Agreement, unless there is anything repugnant to the subject or context thereof, the expression listed below shall have the following meanings:

- (a) "Floating Interest Rate" when applicable to the Loan, shall mean the FRR applied to a Loan with spread (if any) as specified in Schedule 2 and as applied by the Bank, on the Loan of the Borrower on the terms and conditions set forth in Schedule 2.
- (b) "Interest" means the rate of interest as referred to in Item No. 7 of Schedule 1 hereto read with the relevant terms of Schedule 2 or as announced and amended by the Bank from time to time as per this Agreement.
- (c) "Equated Monthly Installment" or "EMI" means the amount of monthly payment necessary to amortise the Loan with interest (rounded off to the next rupee) within such period as may be determined by the Bank from time to time.
- (d) "PMII" means the interest charged by the Bank, at the rate stated in Item No. 7 of Schedule 1 hereto read with Schedule 2, for the period from the Date/Dates of Disbursement (as defined in clause [4] hereunder) of the Loan to the date immediately prior to the commencement of EMI.
- (e) "Floating Reference Rate" or "FRR" means the percentage rate per annum decided by the Bank from time to time and announced/notified by the Bank in such form and manner as deemed appropriate by the Bank from time to time as the FRR.
- (f) "Security" shall mean such security as may be created, or agreed to be created, by the Borrower in favour of the Bank to secure the payment of the Dues (as defined herein) by the Borrower to the Bank and/or the performance of the engagement under this Agreement by the Borrower.

1.2 Interpretation ① कोडीला जेन. व. एसडीया.

- (a) If there is more than one Borrower mentioned in Item No. 3 of Schedule 1 hereunder written, wherever the context so requires, the word "Borrower" shall be construed as "Borrowers" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Borrower.
- (b) Reference to the masculine gender includes reference to the feminine and neutral genders.
- (c) All schedules and annexures shall be a part of this Agreement.
- (d) In addition to the terms defined in Clause 1.1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise

SUETAN SUTAB KOTT RECEIVABLES HYDERABAD 13:39
HYDERABAD 22-10-2008 250 PB5588
LICENSE NO. 21/2006

THIS POWER OF ATTORNEY IS MADE on 22-10-2008 day of October at Hyderabad
by Kohilaban - P. Koda Kira residing at 5-2-223, Dist. Hyderabad hereinafter collectively referred to as "the Borrowers" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns)

OR

_____ , a Public/ Private Ltd. Company incorporated under the Companies Act. 1956 having registered office at _____, through Smt./ Sri _____ (Principal) authorised by the Board of Directors of the Company vide Resolution dated _____ hereinafter referred to as "the Borrower" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns)

OR

_____ , carrying on business in the firm name & style of M/S. _____ at _____

_____ , hereinafter referred to as "the Borrower" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner(s) for the time being of the said firm the survivors or survivor of them and the heirs , executors, administrators and assigns of the last surviving partner)

OR

_____ the trustees of _____, TRUST having their office at _____, hereinafter referred to as "the Borrower" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Trustees for the time)

in favour of

HDFC BANK LIMITED, a Banking Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013, hereinafter referred to as " the Attorney" or " the Bank" (which expression shall unless it be repugnant to the context or meaning thereof mean and include successors and assigns)

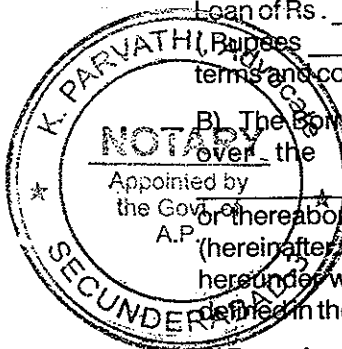
WHEREAS:

A) By a Loan Agreement dated _____, made and entered into between the Borrower and the Bank (" the Loan Agreement") , the Bank has agreed to advance a Term Loan of Rs. _____ (" the Loan") to the Borrower for the purpose and on the terms and conditions more particularly mentioned in the Loan Agreement.

B) The Borrower has agreed to secure the repayment of the Loan interia by first charge and mortgage over the Borrower's immovable properties being commercial premised bearing nos _____ and measuring in aggregate 88607.5ft sq. feet or thereabouts situated at mc hno 1-10-176, Situated at Begumpet Hyderabad (hereinafter referred to as " said premises") and more particularly described in the First Schedule hereunder written and the assignment and transfer of receivables including rents as more particularly defined in the Loan Agreement.

C) By an Agreement for assignment of receivables the Borrower has transferred and assigned in favour of the Bank the receivables in respect of the said premises as more particularly mentioned therein.

D) In terms of the said Loan Agreement and aforesaid Agreement for assignment the Borrower inter alia shall, as and when called upon by the Bank execute in favour of and deliver to the Bank, an irrevocable Power of Attorney (in the form and substance satisfactory to the Bank) authorising the Bank inter alia, to _____



K. PARVATHI
Notary
210, Third Floor,
"Alliance House"
Beside Nalluri Bank, Hyderabad
500080

② 5/5/11 555/21

10 Friday

R. SHANKAR RAO
S.V.J.NO. 03/2006
D.NO.4-5-310,1ST FLOOR

भारत 74494
151559

आंध्र प्रदेश
OCT 22 2008

OVERDRAFT AGREEMENT

HYDERABAD
(For Secured Overdraft)
LICENSE NO. 21/2006



13:37

R.0000100 PB5588

INDIA NON-JUDICIAL STAMP DUTY ANDHRA PRADESH

THIS AGREEMENT is made at the place mentioned in Item No.1 of Schedule I hereunder written and on the date mentioned at Item No.2 of Schedule I hereunder written between

The borrower/s, more particularly described and set out in Item No.3 of the Schedule I hereunder written (hereinafter referred to as "the Borrower"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators and legal representatives (where the Borrower is an individual/Sole Proprietor), successors (where the Borrower is a company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners (where the Borrower is a partnership firm), the present members and the members from time to time of the Hindu Undivided Family and their respective heirs, executors, administrators and legal representatives (where the Borrower is a Hindu Undivided Family) of the ONE PART

AND

HDFC BANK LIMITED, a banking Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400 013 and a branch office inter-alia at the address mentioned in Item No.4 of Schedule I hereunder written ("the concerned Branch"), hereinafter referred to as "the Bank" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns of the OTHER PART.

WHEREAS:

- A) The Borrower has approached and requested the Bank to grant the Borrower an overdraft facility to be used for the Business of the Borrower.
- B) The Bank has agreed to sanction the Borrower the overdraft facility on the basis of the representations, information, documents and securities provided by the Borrower in the Application and this Agreement, and on the terms & conditions and in the manner as contained in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. OVERDRAFT FACILITY

1.1 The Borrower agrees to avail from the Bank and the Bank agrees to grant to the Borrower upon the terms and subject to the conditions mentioned in this Agreement, an overdraft facility ("the Overdraft Facility") upto the maximum overdraft limit specified in Item No. 5 of Schedule I ("Maximum Overdraft Limit"). The Maximum Overdraft Limit is the maximum limit that the Bank may allocate to the Borrower and would be subject to such further lower operating limits ("Operating Limits") that the Bank may from time to time stipulate. For the first month of the Overdraft Facility, the Operating Limit shall be equal to the Maximum Overdraft Limit. The Operating Limit shall thereafter automatically stand reduced to the extent and in the manner provided in clause 1.2 below. The Bank may, at the request of the Borrower, in its absolute discretion, increase the Maximum Overdraft Limit and/or, as the case may be, the Operating Limit subject to such additional terms and conditions as the Bank may deem fit including, without limitation, reappraisal of the Borrower's credit.

1.2 The Operating Limit as aforesaid shall, subject to the other terms and conditions of this Agreement, automatically stand reduced every month at the end of the month from the date of this Agreement by an amount equal to "L/N" of the original Maximum Overdraft Limit where "L" is the Maximum Overdraft Limit and "N" is the total tenure, designated in months, of the Overdraft Facility as provided in Item No. 6 of Schedule I hereto. 055/1107-8-555/211.

Illustration: If the original tenure of the Overdraft Facility is 10 months and the Maximum Overdraft Limit granted is Rs. 10,00,000/- (rupees ten lakh), the Operating Limit shall, after one month, automatically be reduced by Rs. 10,00,000/ 10 = Rs. 1,00,000/- (rupees one lakh only), i.e. the Operating Limit available to the Borrower at the end of one month from the date of this Agreement until the next month shall be Rs. (10,00,000 - 1,00,000) = Rs. 9,00,000/- (rupees nine lakh). Similarly, after two months from the date of this Agreement, the Operating Limit available to the Borrower shall be reduced by another Rs. 1,00,000/- (rupees one lakh), i.e. Rs. 8,00,000/- (rupees eight lakh) and so on and so forth.

3 [Signature] For Modi Properties & Investments
Managing Director

R. SHANKAR RAO
S.V.J.NO. 03/2006
D.NO.4-5-310,1ST FLOOR
HYDERABAD
LICENSE NO. 21/2006



आंध्र प्रदेश
OCT 22 2008
13:37
R.0000100 PB5588
ANDHRA PRADESH

SD 5
Frankney
S.D Road
Secunderabad

LETTER OF GENERAL LIEN AND SET OFF BAZAR, KOTI

To,
HDFC BANK LTD.,
S.D Road
Secunderabad

(Address)

In consideration of your giving me/us banking accommodation and facilities, I/We unconditionally agree as follows :-

- (1) That in addition to general lien or similar right to which you as Bankers, which I/we agree, are entitled by law, you may at any time and without notice to me/us in your absolute discretion combine or consolidate all or any of my/our accounts with any liabilities to you and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/our liabilities to you on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral and several or joint.
- (2) That in respect of all such accounts and liabilities aforesaid you shall have a lien on all stocks, shares, securities, property and book debts belonging to me/us or now or hereafter held by you for safe custody, collection, or otherwise and all moneys now or hereafter standing to my/our credit with you on any current or any other account and you will have the right to sell, realise all such securities and property as aforesaid for the purpose of realizing your dues.
- (3) The aforesaid rights are available to you notwithstanding any agreement between me/us and you, to the contrary and notwithstanding the fact that a particular security is given to you earmarked for particular loan or account and the same is cleared by me/us by payment.

Place S.D Road, Secunderabad dated this 22 day of 10 2008

In case of Individual(s)

In case of a Company

IN WITNESS WHEREOF the common seal of the Company has been hereunto affixed the day and year first hereinabove mentioned at.....

The Common Seal of _____ Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated _____ in the presence of :
1. _____
2. _____
the Director/s and /or the _____, who have in token thereof, subscribed their signature hereto.

In case of Partnership firm

IN WITNESS WHEREOF the Partners of the Firm have set and subscribed their respective hands hereto, the day and year first hereinabove mentioned at _____

For _____ (Name of the Partnership Firm)

In case of Prop. Concern

IN WITNESS WHEREOF the said Proprietor has set and subscribed his/her hand hereto, the day and year first hereinabove mentioned at.....

For..... (name of the Prop. Concern)

Proprietor

(Note: This Letter of Hypothecation of stocks is not to be attested / witnessed)

Page 1 of 1
For Modi Properties & Investments Pvt. Ltd.
Managing Director

ANURAG KUMAR
S V L NO 25/09 R/NO.
3-6-151, G S TOWER
HIMAYAT NAGAR
HYDERABAD

भारत 94991
134353

HPA/LA आंध्र प्रदेश
NOV 04 2008

ANNEEXURE Declaration Cum Undertaking 13:56

AF-23/GSO/KL(PB)/16/2005 R.0000100 PB5431
DECLARATION CUM UNDERTAKING BY BORROWERS for List of Documents held by HDFC / Bank
(Should be on stamp paper of the requisite value)

INDIA STAMP DUTY ANDHRA PRADESH

To

HDFC BANK LTD.

I/We Kobilaben J Kadakia aged about _____ years and _____ years
respectively, residing at _____ do on solemn affirmation state that I/We are the
sole/ joint owner(s) and are in possession of the property located at _____

(hereinafter referred to as "the said property")

I/We further declare that the said property is self-occupied and has not been leased/ rented to any person: **

I/We further declare that the said property is leased/ rented out to the following persons on interalia the
following terms and conditions and the terms and conditions contained in lease deed/ agreement dated
_____, a copy of which is attached herewith**.

Name of Lessee/ Licensee/ Occupier:

Sonata Software Ltd

Term of Lease/ License/ Tenancy:

Amount of Deposit taken:

Details of Rentals:

** Strike out if inapplicable

I/We further declare that I/We have purchased the said property the said property from _____

Builder/ Development/ Statutory Body. _____ the Seller/Co-operative Society/

I/We further declare that the documents (originals/ true copies) pertaining to the said property in my
possession and in the possession of _____ (HFC/Bank) are as mentioned in the Annexure hereto
and confirm that these are the only documents in my/our possession in respect of the said property.

I/We refer to the Loan Agreement dated _____ entered into between me/us and HDFC Bank Ltd.
(hereinafter referred to as "the Loan Agreement") in respect of the loan of Rs. _____/- (Rupees
_____ only) lent and advanced /agreed to be lent
and advanced to me/us by HDFC Bank Ltd. (hereinafter referred to as "the said Loan") on the terms and
conditions set out in the said Loan Agreement in respect of the said property.

I am/We are aware that we have to comply with various formalities including but not limited to creation of
such security in the form and manner as stipulated by HDFC Bank Ltd. or its security trustee by way of first
and exclusive charge on the said Property to be created in favour of HDFC Bank Ltd. or such other security
trustee nominated by HDFC Bank Ltd.

For Modi Properties & Investments Pvt Ltd

Managing Director

[Handwritten signature]

I/We hereby agree and confirm that I/we shall provide all assistance as may be required by HDFC Bank Ltd. or such other security trustee nominated by HDFC Bank Ltd. for procurement of any documents/ information relating to the earlier loan agreement / said Property.

In the event of failure to comply with the provisions mentioned hereinabove of this Undertaking, notwithstanding the legal remedies as are available to HDFC Bank Ltd., I/We shall if HDFC Bank Ltd. may so deem fit to charge, pay interest at the rate of 24% p.a. on the disbursements made by HDFC Bank Ltd. against the said Loan, from the date of the disbursement till the date of compliance by me / us of such provisions. However, payment of such interest may be waived at the sole discretion of HDFC Bank Ltd.

I/We specifically agree that HDFC Bank Ltd. shall not be held liable or responsible for any loss or damage suffered by me/us without limitation for loss in Income Tax benefit etc.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the said Loan Agreement.

I/we are aware that it is on the faith on our aforesaid undertakings that HDFC Bank Ltd. has agreed to disburse the said loan.

List of documents to be submitted (Please mention originals and/or photocopies)

- 1
- 2
- 3
- 4
- 5

Dated the _____ day of _____

Signature _____

In the presence of _____

(All borrower/s to sign this Undertaking)

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

For Mody Properties Investments Pvt. Ltd.
[Handwritten Signature]
Managing Director

ANURAG KUMAR
S/L NO 25/19 RL NO.
30151, G S TOWER
HIMAYAT NAGAR
ANNEXURE 5 Power of Attorney

मिस्ट्री 94990
128358

HPA LA SHIET METRI
NOV 04 2005



13:56

AP-23/GSO/KL(PB)/16/2005

Rs. 0000100 PB5431

(Should be on stamp paper of the requisite value and duly notarized from the Notary public.)

INDIA STAMP DUTY ANDHRA PRADESH

IRREVOCABLE POWER OF ATTORNEY

To all to whom present shall come I K. Lalabem Kadavla & others. residing at Gokul HNO S-2-223, Disciplinary Road, Sec-6, Hyd-500-003

WHEREAS I am/we are desirous of executing in favour of Shri _____ of _____, representing HDFC Bank Limited, a banking Company incorporated under the Companies Act, 1956 and having its Registered Office at 'HDFC Bank House', Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013 a power of attorney authorizing Shri _____ to collect all documents pertaining to Loan A/c No. _____ with _____ for Rs. _____ / (Rupees _____ only) and submit the aforesaid documents as instructed by me/us to the persons as specified by me/us, which I/we hereby do in the manner hereinafter appearing.

NOT KNOW YE ALL AND THESE PRESENTS WITNESS that I/we for myself/ourselves and my/our heirs, executor, administrators, legal representatives and/or successors and /or assigns do hereby irrevocably nominate, constitute and appoint Shri _____ of _____, representing HDFC Bank Limited, acting through any of its officer as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say :

To handover the cheque presented on my/our behalf to _____ for payment towards full prepayment/ foreclosure of the loan taken by me/ us from _____ / _____, and to accept receipt for the said cheque from _____ / _____.

To collect and receive all the documents submitted by me/us to _____ in relation to the said loan account no. _____ and for that purpose give effectual discharge.

To submit the documents so collected to the person(s) as instructed by me/us

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or connecting or touching these presents as fully and effectually as if I/We were personally present and had done, performed or executed the same myself/ourselves.

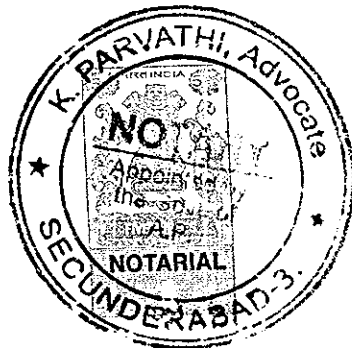
And I/we hereby agree to ratify and confirm all and whatsoever Shri _____ may do or cause to be done in the premises in pursuance of these presents.

IN WITNESS WHEREOF I/we have hereunto set and subscribed my/our respective hands at Hyderabad on this day of _____.

SIGNED AND DELIVERED BY
(to be signed by all borrower/s)

IN THE PRESENCE OF

IN THE PRESENCE OF



ATTESTED

[Signature]

K. PARVATHI
Advocate / Notary
Flat No. 210, 11th Floor,
"Alliance House"
Beside Natraj Theatre, S.D. Road,
SECUNDERABAD.
(Res) 27803860

or Modi Properties & Investments Pvt. Ltd.
[Signature]
Managing Director

[Signatures of witnesses]

2
21/11/05 न. 8.555/291.