



Ref No.: CF\TL\Hyd\1890026-46

Date: DEC 26, 2022

To,

Modi Properties Private Limited

5-4-187/3&4, Soham Mansion, 2nd Floor,

M.G. Road, HYDERABAD Rangareddi - 500003,

TELANGANA.

CC:

Co-Borrower 1 – Paramount Avenues LLP,

Co-Borrower 2 – Modi Realty Mallapur LLP,

Co-Borrower 3 – Silver Oak Villas LLP

**Re: NOC to be issued by us to you in respect of Flats/Units constructed at May flower platinum project, located at Sy No. 82/1, situated at Mallapur Village, Uppal Mandal, Medcal Malkajgiri, Telangana, Hyderabad. ("Property") under the Loan Agreement dated April 10, 2019 ("Agreement") executed between us.**

Dear Sir,

This refers to your communication to us inter alia requesting for a No Objection Letter ("NOC") to be issued to you in respect of the proposed sale of the said Flat by you to flat Purchasers as mention below (hereinafter referred to as "Flat Purchaser").

| Sl No | Project Name        | NOC requested for Flats | Customer Name                                | Escrow Account Details                                                 |
|-------|---------------------|-------------------------|----------------------------------------------|------------------------------------------------------------------------|
| 1     | May Flower Platinum | B-205                   | Mrs. Vemavarapu Vijaya & Mr. Vemavarapu Ravi | ESCROW account no – 5912948563, Kotak Mahindra Bank, Somajiguda Branch |

You have pursuant to the Loan Agreement dated **April 10, 2019** availed Credit Facilities with us ("Loan") and executed Mortgage Deed dated April 17, 2019 created charge over various Flats in said Property of which said Flat is forming part.

We have No Objection for proceeding with the proposed sale of the said Flat to the Flat Purchaser subject to the following conditions:

- the allotment letter and/or flat purchase agreement to be issued by you to the Flat Purchaser shall inter alia contain the usual terms and conditions including a condition that the Flat Purchaser shall make payment of the entire consideration and amounts payable under the allotment letter and/or flat purchase agreement into the designated account to be maintained by you with Kotak Mahindra bank (hereinafter referred to as the "Escrow Account") as per the terms and condition of the allotment letter by you.
- in case there is a default in payment of any amounts under either the allotment letter and/or flat purchase agreement to be executed between you and the Flat Purchaser or a cancellation of such allotment letter / flat

**TATA CAPITAL FINANCIAL SERVICES LIMITED**  
CIN - U67100MH2010PLC210201

12th Floor Tower A Peninsula Business Park Senapati Bapat Marg Lower Parel Mumbai 400013

Board Line : 21 22 6606 9000 www.tatacapital.com  
Registered Office 11<sup>th</sup> Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel, Mumbai 400013  
Corporate Identity Number U67100MH2010PLC210201

Plot No. 3 4 5 & 6 Road # 3 Auto Plaza Opp Times of India Banjara Hills Hyderabad 500034

Tel 91 40 66027700 Fax 91 40 6641 0987 Web www.tatacapital.com

Registered Office 11th Floor Tower A Peninsula Business park Ganpatrao Kadam Marg Lower Parel Mumbai 400013 India Tel 91 22 66069000





purchase agreement, all amounts paid there under by the Flat Purchaser to you into the Escrow Account shall be utilized in the manner stipulated in the Escrow Agreement. Amount credited to Escrow Account shall not be reversed at any circumstances". Further, this NOC shall stand cancelled automatically and shall become null and void. A fresh NOC shall be issued to the new Flat Purchaser in this regard, who shall be required to deposit the entire consideration amount into the Escrow account.

(iii) In case of cancellation of flat after allotment, TCFSL should be informed in writing within 7 days of such cancellation.

In event of the failure on your part to adhere to comply with the terms and conditions mentioned hereinabove, this NOC shall stand cancelled automatically. Without prejudice thereto, your failure to comply as aforesaid shall be treated as an event of default under the Loan Agreement executed between us and we shall be entitled to take appropriate legal action against you, including enforcement of the securities.

This NOC shall not be treated as release of our charge over the said Flat. Upon receipt of the entire sale consideration as aforesaid, we will release our charge on the said Flat by way of issuing No Objection Certificate and by executing necessary release deed and you may issue fresh allotment letter to the Flat Purchaser, subject to your complying with the aforesaid stipulations. However, the remaining flats offered as security continue to remain as security to the said Loan until it is repaid in full.

Also, the NOC is subject to routing future payments for the subject flats into escrow account.

Yours faithfully,

For Tata Capital Financial Services Limited

Authorized Signatory



**TATA CAPITAL FINANCIAL SERVICES LIMITED**

CIN - U67100MH2010PLC210201

12th Floor Tower A Peninsula Business Park Senapati Bapat Marg Lower Parel Mumbai 400 013

Board Line : 91 22 6606 9000 www.tatacapital.com

Registered Office 11<sup>th</sup> Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel, Mumbai-40013

Corporate Identity Number U67100MH2010PLC210201

Plot No. 3 4 5 & 6 Road # 3 Auto Plaza Opp Times of India Banjara Hills Hyderabad 500034

Tel 91 40 66027700 Fax 91 40 6641 0987 Web www.tatacapital.com

Registered Office 11th Floor Tower A Peninsula Business park Ganpatrao Kadam Marg Lower Parel Mumbai 400013 India Tel 91 22 66069000