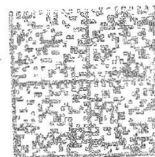


Phone No: _____
 Sold To/Issued To: _____
 Tata Capital Financial
 For Whom/ID Proof: _____
 Tata Capital Financial



₹ 0000100/-

200 400 600 800 1000 1200 1400 1600 1800 2000

Agreement
 38163731876114399302-00018963
 3816373 02/2019

I/we, person(s) mentioned in the Schedule attached hereto in my/our capacity as owner of the Secured Assets/ Director / Attorney / Authorised Signatory / Partner (as the case may be) (hereinafter referred to as the "Mortgagor(s)'s Representatives" / "Depositor") of the mortgagor(s) as mentioned in the Schedule attached hereto (hereinafter referred to as the "Mortgagor(s)"), which term shall, unless repugnant to the context be deemed to include in case of (a) a company or a limited liability partnership, its successors and permitted assigns, (b) a partnership firm any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (c) a sole proprietorship and individual, respective heirs, administrators, executors and legal representatives of the person(s); (d) a Hindu Undivided Family, the Karta and any or each of the adult members and their survivor(s) and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns; (d) a Society, its governing body, successors and permitted assigns; and (e) a Trust, the Trustees for the time and its successors and permitted assigns) attended the office of the Lender (as defined hereinafter) with an intention to create an equitable mortgage by way of deposit of title deeds over Mortgagor(s)'s immovable property(ies) as more particularly described in the Schedule hereto, together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, (hereinafter the properties described in Schedule are referred to as the "Secured Assets", which term shall also include: (i) in the case of a building/part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built /will be built; (ii) in the case of a unit/flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such unit/flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being built /will be built; (iii) in the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built /will be built; (iv) in the case of an individual house, the house and entire plot of land on which the house will be built; and (v) in case of land, all the benefits arising out of the land along with right, title and interest in respect of any additional / extra floor space index granted to / obtained at any time in future in relation to the land; and together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter be erected and standing or attached to the land and all things attached to the earth or permanently fastened to anything attached to the earth include as appurtenances to the Secured Assets) to secure the payment/repayment to the Lender for the facility agreed to be granted or granted upto the extent of the amount as mentioned in of the Schedule hereto (hereinafter referred to as the "Facility"). In consideration of the aforesaid, the Mortgagor(s) as mentioned in the Schedule attached hereto do hereby solemnly declare, undertake, confirm and re-confirm and say as follows:

1. That save and except for the Mortgagor(s) no other person or persons have any shares, right, title, or interest of any nature whatsoever in the Secured Assets situated at described in the Schedule hereto. I / we have full right and absolute authority to mortgage and transfer the said Secured Assets in favour of **TATA CAPITAL FINANCIAL SERVICES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, CIN No. U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (hereinafter referred to as the "Lender" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, novatees, transferees and assigns) on behalf of the Mortgagor(s).
2. The Mortgagor states that he was authorized to deposit the said Title Deeds/ give oral consent pursuant to the Board Resolution/Authority Letter/Power of Attorney passed/issued/executed by the Depositor(s), and the Borrower has furnished the certified true copy of the said Board Resolution / Authority Letter / Power of Attorney to the Officer with intent to create Security on the Secured Assets as aforesaid and further stated that the Board Resolution/Authority Letter/Power of Attorney is in full force and effect, valid and binding on the Depositor(s).
3. The Mortgagor stated that he/she has deposited the Title Deeds on behalf of the Depositor(s) in his /her capacity as owner of the Secured Assets/Director/Partner/Attorney/Authorized Signatory of the Depositor(s) for the Facility with intent to create the Security on the Secured Assets as aforesaid to secure the Facility.
4. The Mortgagor has further stated that deposit of original title deeds was made/ oral consent was given with the intent to create the security over the Secured Assets mentioned in the Schedule hereunder in favour of

Version 5- 01.01.2019

the Lender to secure the liability that may arise out of the Facility granted to the Borrower under the Facility Documents together with interest, costs, charges and expenses and all the monies that may become payable by the Borrower under or in respect of the Facility. The Depositor has further stated that as long as any amount is outstanding under the Facility/Facility Documents, the Depositor(s) shall not create any further charge on the Secured Assets and that the Secured Assets shall be a continuing security whether the balance in the Facility at any point of time is extinguished or becomes nil or comes to credit.

5. That the Depositor has accordingly deposited the documents of title, evidences, deeds and writings more particularly described in the Annexure 1 hereto (hereinafter referred to as the "Title Deeds") to create mortgage over the Secured Assets by way of deposit of Title Deeds in favour of the Lender to secure the Facility.
6. That there is no prohibitory order either from any Authority for mortgage and or transfer of the said Secured Assets nor there is any litigation before any Authority in respect of the said Secured Assets.
7. That the Mortgagor(s) has fully discharged all its/ their liabilities towards income tax and sales tax and all other taxes payable in respect of the said Secured Assets.
8. The Depositor further stated that the documents of title now deposited with the Lender were the only documents of title in possession of the Depositor(s) in respect of the above referred Secured Assets of the Depositor(s) and further assured that the Depositor(s) is the absolute owner of the above referred to Secured Assets and that the Depositor(s) has clear and marketable title thereto, and that save and except the charge created in favour of the Lender under these presents, there is no mortgage, charge, lien or other encumbrance or attachment on the above referred Secured Assets or any part or parts thereof in favour of any Authority, or any person(s), firm or company, body corporate or society or entity whatsoever and that the Depositor(s) has not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created nor will any attachment be allowed to be levied on the Secured Assets or any part or parts thereof in favour of or on behalf of any Authority or any person(s), firm, company, body corporate, trust, society or entity whatsoever except with the prior permission of the Lender so long as the Borrower continues to be indebted to or liable to the Lender on any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Depositor(s) under the Income Tax Act, 1961 or any other law in force for the time being and that no notice has been issued and/or served on the Depositor(s) under rules 2, 16 and 51 or any other rules of the Second Schedule to the Income Tax Act, 1961, or under any other law.
9. The Depositor further declared that the Depositor(s) has / have been paying all rents, royalties including provident fund, gratuity fund, employees Provident fund dues, income tax, sales tax, corporation taxes and other taxes and revenues payable to any Authority and at present there are no arrears, taxes, rents, royalties, revenues and there are no attachments, warrants, written notices that have been served on any of the Depositor(s) in respect of such tax, that will have a bearing on the attachments and / or sale or mortgage of the Secured Assets.
10. That the Mortgagor(s) has good right, full power and absolute authority to mortgage and to transfer the said Secured Assets by deposit of Title Deeds and documents and that neither the Mortgagor(s) nor anyone on their behalf has committed any act, deed, matter or thing whereby the said deposit of the said Title Deeds and/or the said mortgage can be adversely effected.
11. The Depositor also acknowledged that the maximum amount intended to be secured by the said security created as aforesaid was for the purpose of Section 79 of the Transfer of Property Act, 1882 and without prejudice to the Depositor(s)'s full liability to the Lender, under the said security fixed at the amount payable by the Borrower under the Facility Documents together with interest thereon and all costs and charges.
12. The Depositor further declared that the Depositor(s) is not aware of any act, deed, matter or circumstances, which prevents the Depositor(s) from charging or creating security over the Secured Assets in favour of Lender.
13. That the Mortgagor(s)'s title to the said Secured Assets is marketable and free from all Encumbrances.

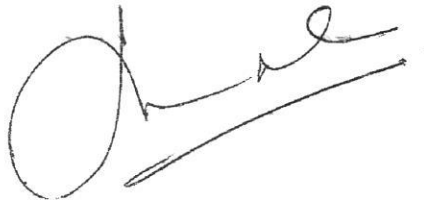


14. That the Mortgagor(s) has not in any way encumbered or agreed to encumber either by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise alienate howsoever its/their share, right, title and interest in the said Secured Assets.
15. The Mortgagor(s) shall not encumber, sell, assign, transfer, lease, sub-lease, mortgage, charge, create lien (including negative lien) in any manner whatsoever over the Secured Assets or any part thereof prior to the payment/repayment of the Outstandings to the satisfaction of the Lender.
16. That there is no litigation pending in any Court in respect of the said Secured Assets nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.
17. Save and except the other rights as more particularly described in the Schedule hereto, no other person(s) is in custody, possession, occupation of the said Secured Assets and that no other person(s) is/are entitled to claim any right, title or interest or whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any third party rights or occupational right or interest in the Secured Assets and I / We agree to handover vacant and peaceful possession of the said Secured Assets in the event of the Lender exercising rights to the same.
18. That the Secured Assets are in actual physical possession of the Mortgagor(s) and the Mortgagor(s) has/have not parted and shall not part with the possession of the Secured Assets or any part thereof without the prior written consent of the Lender.
19. That there has not been any notice, notification or circular issued for the acquisition, requisition or nationalisation of the Mortgagor(s) and/or of the Secured Assets or any part thereof pursuant to any law or otherwise by the any Authority or person(s).
20. Except as otherwise already notified to the Lender, there are no restrictions, hindrances or conditions for the sale and/or transfer of the Secured Assets to any person(s)/third party.
21. That there are no discrepancies, conflict or dispute in relation to the boundary(ies) of the Secured Assets. In the event of any discrepancies, conflict or dispute is found to be in existence, the same shall not in any manner adversely affect the mortgage created over the Secured Assets in favour of the Lender.
22. That the Construction of the Property is done in accordance with Applicable Law including the sanctioned plans and approval (as applicable).
23. That the Construction of the Property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein (as applicable).
24. That the Mortgagor(s) has / have been and will continue paying all rents, royalties including provident fund, gratuity fund, employees Provident fund dues, income tax, sales tax, Corporation taxes and other taxes and revenues payable to the respective Government and Authorities or to any Local Authority and at present there are no arrears, taxes, rents, royalties, revenues and there are no attachments, warrants, written notices that have been served on any of the Mortgagor(s) in respect of such tax, that will have a bearing on the attachments and / or sale or mortgage of the Secured Assets.
25. That the Mortgagor(s) is the absolute owner of the Secured Assets and that the Mortgagor(s) has clear and marketable title thereto and there is no mortgage, charge, lien or other encumbrance or attachment on the Secured Assets or any part or parts thereof in favour of any Authority or any person(s), firm or company, body corporate or society or entity whatsoever and that the Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the above referred Secured Assets or any part or parts thereof in favour of or on behalf of any Government or Government Department or any person(s), firm, company body corporate or society or entity whatsoever except with the prior permission



of the Lender so long as the person(s) mentioned in the Schedule (hereinafter referred to as the "Borrower") which term shall, unless repugnant to the context be deemed to include in case of a) a company or a limited liability partnership, its successors and permitted assigns, (b) a partnership firm any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (c) a sole proprietorship and individual, respective heirs, administrators, executors and legal representatives of the person(s); (d) a Hindu Undivided Family, the Karta and any or each of the adult members and their survivor(s) and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns; (e) a Society, its governing body, successors and permitted assigns; and (f) a Trust, the Trustees for the time and its successors and permitted assigns) continues to be indebted to or liable to the Lender on any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Mortgagor(s) under the Income-tax Act or any other law in force for the time being and that no notice has been issued and/or served on the Mortgagor(s) under Rules 2, 16 and 51 or any other Rules of the Second Schedule to the Income-tax Act, 1961, or under any other law.

26. That on the basis of the aforesaid statement and assurances made by me / us, the Lender has agreed to accept the said Secured Assets as security by deposit of Title Deeds and documents and I / we hereby agree to indemnify and keep indemnified the Lender and all against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and / or incurred by the said Transferees, if any of the statement made hereinabove are to be untrue and / or false.
27. That in case of breach of any declaration contained herein, I on behalf of the Mortgagor(s) hereby agree to indemnify the Lender and keep the Lender indemnified against all losses, damages, expenses, costs, charges, actions, suits that may be caused or suffered or incurred by the Lender in this regard. I hereby agree that all the terms, benefits and rights contained in this declaration shall inure for the benefit of the Lender. I am aware that it is on the faith of this declaration that the Lender has agreed to provide the credit facilities to the Borrower.
28. I / We hereby state that whatever statements made hereinabove are true to my own knowledge, information and belief and have been made on my own free will and I / we believe the same to be true.
29. The capitalised terms wherever used in this Declaration, unless the context otherwise requires, have the meanings ascribed to them in the Facility Documents.

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a long horizontal stroke.

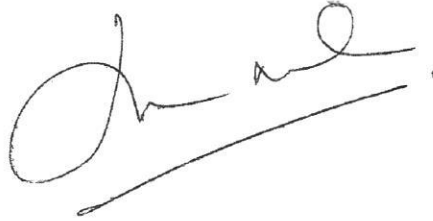
Schedule

SR. NO.	Particulars	Details
A.	Mortgagor(s)'s Representative / Depositor	<u>Mr. Soham Satish Modi</u>
B.	Description of the Mortgagor(s):	a) Name: Mr. Soham Satish Modi b) Constitution: Individual c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034
C.	Facility	1. Details of Facility/ies: Corporate Loan Overdraft Facility Rs. 10,00,00,000.00 (Rupees Ten Crores Only) Total Aggregate Amount security the facility Rs. 10,00,00,000.00 (Rupees Ten Crores Only)
D.	Description Of The Secured Assets	The list of securities as given in Annexure 2
E.	Title Documents Deposited	The list of title deed to be deposited are as given in Annexure 1 hereto.
F.	Other existing rights on Secured Assets	As per the Sanction Letter
G.	Description of the Borrower(s):	a) Name: Modi Properties Private Limited b) Constitution: Private Limited Company c) Address: 5-4-187/3&4, Soham Mansion, 2 nd Floor, M.G. Road, Secunderabad, Telangana, 500003 a) Name: Mr. Soham Satish Modi b) Constitution: Individual c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034 a) Name: Mrs. Tejal Soham Modi b) Constitution: Individual c) Address: Plot Number 280, Road Number 25, Near Peddamma Temple, Jubilee Hills, Khairatabad, Hyderabad, Telangana, 500034



Annexure 1
List of Title Deeds deposited
Title Deeds with respect to property mentioned in Item 1 of Annexure 2

Sl. No	Date of the Document	Name / Nature of the Document	Original/ Certified/ Photo copy
1.	06.03.1997	Regd. Sale Deed bearing Document No. 645/1997 dated 06.03.1997 executed by Sri G. Kesavapal Reddy in favour of Sri Soham Modi, Registered before the SRO, Banjara Hills.	ORIGINAL
2.	21.10.1992	Regd. Sale Deed bearing Doct.No. 3905/1992 dated 24.10.1992 executed by Smt. Shoba Nageshwar Rao rep. by her GPA Holder Sri R. Srinivasa Marthandam in favour of Sri G. Kesavapal Reddy, Registered before the SRO, Banjara Hills.	Photo Copy
3.	24.10.1992	Regd. Rectification Deed bearing Doct.No. 3965/1992 dated 24.10.1992 executed by Smt. Shoba Nageshwar Rao rep. by her GPA Holder Sri R. Srinivasa Marthandam in favour of Sri G. Kesavapal Reddy, Registered before the SRO, Banjara Hills.	Photo Copy
4.	03.01.1987	Regd. Sale Deed bearing Doct.No. 1709/1989 dated 03.01.1987 executed by The Jubilee Hills Co-op. House Building Society Limited rep. by its Treasurer Sri P.Subba Rao and Secretary Sri T.L.Prasad in favour of Smt. Shoba N.Rao, Registered before the SRO, Banjara Hills.	Photo Copy
5.	11.06.1997	Sanctioned Plan issued by the Commissioner, Municipal Corporation of Hyderabad.	Photo Copy
6.	13.04.2022	Property Tax Receipt issued by GHMC.	Photo Copy
7.	10.09.2022	Encumbrance Certificate bearing Statement No. 104403074 issued by the SRO, Banjara Hills	Online Generated



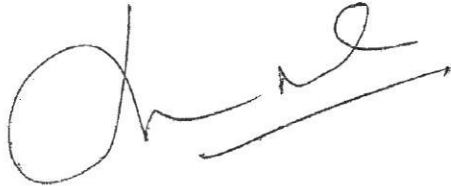
Annexure-2

Item 1

All that H.No. 8-2-293/82//280/1 on Plot No. 280 adm., 573 Sq.yards or 479.5 Sq.meters forming part of the Jubilee Hills Co-operative Housing Building Society Limited, Hyderabad in Sy.No. Old 103/1, New 120 of Shaikpet and Sy.No. 102/1 of Hakimpet Villgae of Golconda Taluq, Hyderabad District and bounded by :

North : Part of Plot No. 280.
South : Plot No. 279 A.
East : Plot No. 280 B.
West : Plot No. 279.

IN WITNESS WHEREOF I / we, the abovenamed Depositor have executed these presents the day and year as mentioned below.

Signed and delivered by the within named MORTGAGOR - 1 for self or through hands of authorized signatory/s its Authorised Signatory/s Mr. Soham Satish Modi	MORTGAGOR SIGNATURE 
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