

Phone No:  
Sold To/Issued To:  
Soham Satish Modi  
For Whom/ID Proof:  
Self

भारत INDIA  
INDIA NON JUDICIAL  
SMT. D. PADMALATHA  
SVL NO. 16-02-34/2011  
H.NO.2-7-104/26  
TILAK NAGAR, MALLAKHUNTA  
HYDERABAD-500044

TELANGANA  
REGD OFFICE

सत्यमेव जयते  
भारतीय गैर न्यायिक



OFAN

OCT-28-2022 21:04:34

₹ 0000100/-

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Agreement  
3815609 166699 1074689-00026941  
3815609 19/2013

PR 4

## IRREVOCABLE POWER OF ATTORNEY

WHEREAS, AXIS BANK Limited, a company incorporated under the Companies Act, 1956 and having its registered office at "Trishul", 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat, and Branch office at the place as specified in the Schedule (hereinafter referred to as the "Bank"), which term shall include its successors, administrators and assigns) has at my/ our request granted me/ us, (more particularly specified in the Schedule) a loan facility under the Lease Rental Discounting scheme ("Facility") with a total limit as specified in the Schedule, on such terms and conditions in terms of the sanction letter and the Loan Agreement executed between the Borrower and the Bank and more particularly specified in the Schedule.

WHEREAS the terms and conditions of the said Loan Agreement require repayment of outstanding amount in respect of the Facility together with interest, all costs, charges and expenses to be secured by such security as may be required by the Bank including mortgage of the real estate property in relation to the said facility ("Property").

Whereas in consideration of the Bank having sanctioned the said facility at my/our request, I/We have created or agreed to create security including mortgage of the real estate property, more particularly specified in the Schedule in relation to the said Facility as required or may be required in future by the Bank.

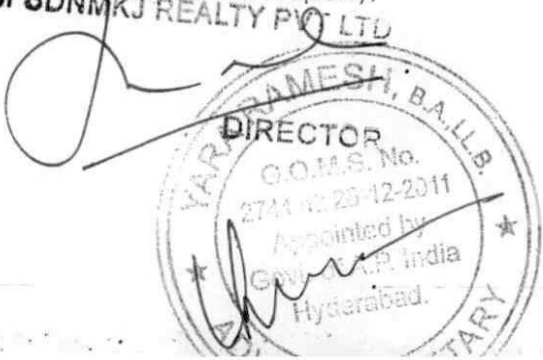
Whereas I/We have also agreed to hypothecate in favour of the Bank the lease rent receivables ("Receivables") due from the Lessee/Licensee/Sub Tenants/Tenants/Occupants ("Lessee(s)") accruing from the letting out of the said property.

WHEREAS in consideration of the Bank having granted the said Facility and in order to adequately secure the loan so granted at my/our request, I/ We have agreed to appoint the Bank as its true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my/ our behalf.

**NOW ALL MEN AND THESE PRESENTS WITNESS** that I/ We do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers or agents as my/ our true and lawful attorney for me/ us in my/ our name and on behalf and at my/ our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things in respect of the Property and / or Receivables:

1. To create the mortgage of the Property in its name or in its nominees name.
2. To register the Property in the land registry or municipal records;
3. To represent the Borrower before the governmental or any other authorities in relation to the Property;
4. To do all acts and deeds such as signing documents or applications to give effect to such acts or deeds;
5. To appoint proxy or proxies for the purpose of representing the Borrower and voting in the meeting of the Co-operative Society or Compendium of which the Borrower is a member in relation to the Property;

For SDNIMKJ REALTY PVT LTD



6. To apply for, receive and appropriate it towards the Borrower's liability under the Facility, any amount due to the Borrower from his employer.
7. To demand, collect and appropriate the lease rentals due, both present and future, and payable by Lessee(s).
8. To give effectual discharge for the lease rentals so received.
9. To compromise, compound or settle any debt due and payable to me/us by the Lessee(s) on such terms and conditions as the Attorney may think fit.
10. To appropriate the Lease rentals received towards the settlement of the amounts due from me/us to the Attorney under the said loan Agreement in the manner set out in the said Sanction Letter issued by the Bank.
11. To institute suits or other legal proceedings including arbitration for the recovery of the rentals, fees, compensation, or receivables by whatever name called from such Tenants.
12. To effectively make application(s) to the appropriate court(s)/ Legal forum(s) for the attachment and realisation of the Receivables/ assets for and on behalf of us in the case of any failure on the part of Lessee/Licensee/Sub Tenants/Tenants/Occupants to pay the rentals, fees, compensation, or receivables (by whatever name called) on due date(s) in terms of the Sanction Letter.
13. To defend any suit or proceedings filed against us in respect of or connection to the various Agreements for letting out of the said Property.
14. To engage advocates and counsels for the above and to sign vakalatnamas for their appointment.
15. To sign, affirm, declare and file complaints, written statements, affidavits, counter replies and such other papers and documents as may be required in connection with the legal proceedings instituted by or against me/us.
16. To accept service of any writs, summons or any other court process in any legal proceeding instituted against me/us.
17. To be present before any court or any other authority including a tribunal or an arbitrator in any legal proceeding instituted by or against me/us in respect of the premises and

In general to do all acts, deeds and things as may be necessary to give effect to the powers bestowed through this power of attorney.

I/We agree that I/We shall ratify and confirm all acts things deeds performed or to be performed by the Bank or its nominees or substitutes in pursuance of the Powers hereby conferred.

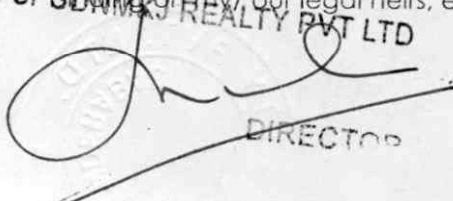
The powers vested in the Bank shall be irrevocable and subsist in favour of the Bank till all my/ our dues to the Bank are fully satisfied.

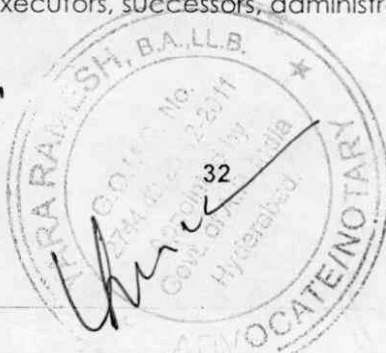
The aforesaid powers may be exercised by the Bank in its sole discretion but the exercise of the power is not obligatory on the Bank.

The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

I/We also agree(s) and undertake(s) to execute a Power of Attorney for this purpose in favour of the Bank or any other person as directed by the Bank authorizing the Bank or such other person the aforesaid powers on my/ our behalf.

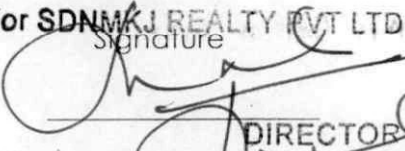

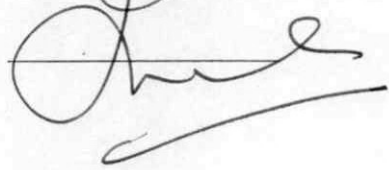
I/We hereby declare that the appointment of the Bank as our attorney shall be irrevocable and be binding on my/ our legal heirs, executors, successors, administrators and assigns.

For SIDDHANT REALTY PVT LTD  
  
 DIRECTOR



I/ We hereby further declare that this POWER OF ATTORNEY is granted to the Bank for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section 202 of the Indian Contract Act, 1872. The Bank shall be entitled to exercise all or any of the powers hereby conferred at any time and to this intent it shall not be determined by the death, insolvency, bankruptcy, insanity of any or all of us.

**SIGNED AND DELIVERED BY**

	Borrower Name	For <b>SDNMKJ REALTY PVT LTD</b>
1 <sup>st</sup> Borrower	<u>SDNMKJ REALTY PVT LTD.</u>	<u>Signature</u> 
2 <sup>nd</sup> Borrower	<u>SHARAD KUMAR JAYAKUMAR KASARJA.</u>	<u>DIRECTOR</u> 
3 <sup>rd</sup> Borrower	<u>SHAM SATHISH MOBI</u>	



  
NOTARIAL ATTESTED 28/10/2022  
**YARA RAMESH,**  
Advocate/Notary  
G.O.M.S. No: 2744, dt: 26-12-2011  
Appointed by Govt. of A.P. India.  
H.No. 1-9-252/9/99 & 100, East Paraigutta,  
Ramnagar, Hyderabad.  
Cell: 9440730474

SCHEDULE

A) Place and Date of POA

Date :

Place :

B) Borrower's name

1. SDNMKJ REALTY PVT LTD.
2. SHARAD KUMAR JAYAKRISHNAN KADAKA.
3. SOHAM SATISH MODI

C) Address

- 1.
- 2.
- 3.

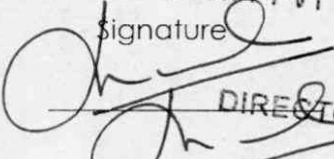
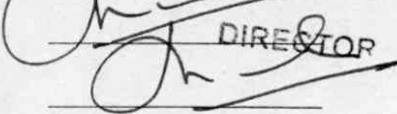
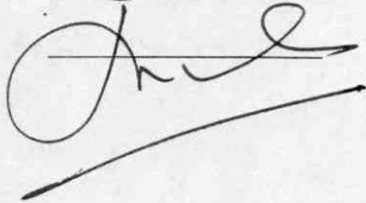
D) AXIS Bank Branch/RAC address handling the loan account

E) Amount (In Lacs Rupees) : Granted : \_\_\_\_\_  
Additional : \_\_\_\_\_

F) Sanction letter no. and date \_\_\_\_\_

Loan Agreement Date \_\_\_\_\_

G) Property Details :

	Borrower Name	Signature
1 <sup>st</sup> Borrower	<u>SDNMKJ REALTY PVT LTD.</u>	
2 <sup>nd</sup> Borrower	<u>SHARAD KUMAR JAYAKRISHNAN KADAKA</u>	
3 <sup>rd</sup> Borrower	<u>SOHAM SATISH MODI</u>	
Before me		
Notary Public		