

THIS DEED OF DECLARATION cum INDEMNITY ("Declaration") made at Hyderabad, this
27th day of January 2024

BY

Mr. Soham Satish Modi s/o Mr. Satish Manilal Modi an Indian inhabitant residing at Plot Number 280, Road Number 25, Jubilee Hills, Hyderabad, 500034 (who is hereinafter referred to as "**the Guarantor**") the expression Guarantor shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include respective heirs, administrators, executors and legal representatives of the person) **OF THE ONE PART;**

IN FAVOUR OF

TATA CAPITAL LIMITED, a Non-Banking Finance Company incorporated under the provisions of the Companies Act 1956 and duly registered with Reserve Bank of India and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013 and *inter alia* a Branch office at Plot Number 3 to 6, Auto Plaza, Road Number 3, Banjara Hills, Hyderabad, 500034 (hereinafter referred to as "**TCL**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of **the OTHER PART;**

WHEREAS

- A. TCL has granted a Term loan facility for an amount of **Rs. 30,00,00,000.00/- (Rupees Thirty Crores only)** (hereinafter referred to as the "**Facility**") to Crescentia Labs Private Limited (hereinafter referred to as "**the Borrower**") vide sanction letter dated 23rd January 2024 ref no CF/TL/HYD/16270 and executed a Specific Agreement on 27th January 2024 read along with Master Terms and Conditions (hereinafter referred to as the "**said Facility Documents**")
- B. In pursuance of the Facility Documents, the Guarantor have agreed to provide guarantee to TCL for the repayment of the aforesaid Facility together with interest, additional default interest with all losses and/or damages suffered or incurred by the TCL, and also together with additional interest, costs, charges and expenses, legal or otherwise which TCL may incur or be put to howsoever by reason of omission, failure or default, temporary or otherwise, in such payment by the Borrower including costs (as aforesaid) of enforcement or attempted enforcement or payment by suit or otherwise or by sale or realisation or attempted sale or realisation of any security/asset for such accommodation as aforesaid or otherwise howsoever

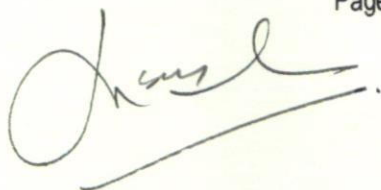


or any costs, charges or expenses which TCL may incur by being joined in any proceeding to which TCL may be made or may make itself a party either with or without others in connection with any proceedings or action and default interest rate in the event of delayed payment with quarterly rests or otherwise and all other monies payable in pursuance of the said Facility Documents on the terms and conditions contained therein.

- C. In pursuance thereof, TCL has called upon the Guarantor to execute this Declaration and record the terms as is being done hereunder:

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

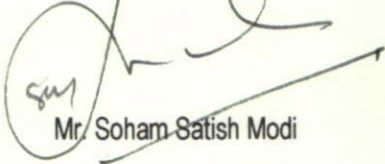
1. The Guarantor hereby undertakes and declares that the statement/details of assets and properties and liabilities which is certified by Chartered Accountant- Pranay Mehta (Name of CA) vide Certificate /Letter dated 01st November 2023 ("CA Certificate") enclosed hereto as **Annexure A** provides full, complete and true details of all the assets and properties own by the Guarantor .
2. The Guarantor declares that CA has been appointed by him /her at his/her free will and volition and the contents of the said CA Certificate is true and binding upon the Guarantor irrespective of the CA continues to be provide services to the Guarantor or not .
3. The Guarantor further declares and confirms that the name of the Guarantor or name of the Company(ies)/Firm(s) in which Guarantor is Director/partner/ proprietor, have not been mentioned in RBI Defaulters' List, RBI Willful Defaulters' List or ECGC Caution List.
4. The Guarantor further undertake and declare to notify TCL of any changes, whether by way of increase or diminution in the assets/properties/ liabilities as detailed in the CA Certificate or otherwise.
5. The Guarantor hereby agrees and confirms that it shall not do or cause to be done any act, deed or thing whereby the right of TCL in any way prejudiced and thereby TCL dues under the Facility are consequently jeopardised.
6. The Guarantor agrees that in the event of any misrepresentation or non-disclosure or concealment of facts / details with respect to the assets / properties/liabilities the same shall constitute a breach under the Specific Agreement.
7. The Guarantor hereby agrees to indemnify and keep indemnified TCL from any loss, damages, claims or expenses which TCL may be put to as a result of any misrepresentation or non disclosure or concealment of facts / details with respect to the assets /properties and liabilities

A handwritten signature in black ink, appearing to be 'Anand', with a long horizontal line extending from the bottom of the signature.

or failure of the Guarantor to comply the above stated terms and conditions to the satisfaction of TCL.

In Witness whereof the Guarantor has executed these presents on the 27th day of January 2024

Signed and Delivered By:



Mr. Soham Satish Modi

Annexure A

CA Certificate

NETWORTH CERTIFICATE

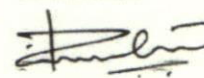
We, on the basis of relevant records produced and information & explanations given by the management hereby certify the Net worth of Mr.Soham Modi as on 30th September 2023 as given below:

Net Worth Statement of Mr.Soham Modi as on 30.09.2023

S No.	Description	Amount.In Lakhs
	Assets:	
1	Investments in Immovable Properties:	
	Plot no.280,Jubilee Hills (as per the books)	31.20
	Soham Mansion Building,5-4-187/3&4,M.G.Road (as per books)	5.70
	Lalgadi,Malakpet	8.60
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2	Investments in Shares & Securities:	
	(a)9020 Equity shares having book value of Rs. 47,400/- each as on 31-03-2023 in Modi Properties Private Limited	4,275.52
	(b)9800 Equity shares having book value of Rs. 12,488/- each as on 31-03-2023 in Modi Housing Private Limited	1,223.82
	(c) Investment in Pvt Ltd Company	10.49
3	Investments in LLP's & Partnership firms:	
	Silver Oak Realty	0.32
	Modi GV Ventures LLP	0.25
	Modi realtors GV Hyderabad LLP	0.03
	Modi Consultancy services	(18.63)
	N Square Life Sciences LLP	72.19
	Silver Oak Villas LLP	(310.88)
	Summit Builders	(1.88)
4	Investment in Movable Properties:	
	Jewellery	0.59
5	Current Assets:	
	Cash & Cash Equivalents	2.44
	Loans & Advances	481.46
	Sundry Debtors	33.35
	Total Assets (A)	5,823.16
	Current Liabilities & Provisions:	
1	Unsecured Loans	798.21
2	Other Current Liabilities	2.16
	Total Liabilities (B)	800.37
	Net Worth (A - B)	5,022.79

This certificate is issued at the request of the client for the purposes of loan account review and is not to be used for any other purposes.

For M/s KGM & Co
(Chartered Accountants)
FRN: 00153535



CA Pranay Mehta
(Partner)

M No: 233650

Place: Hyderabad

Date:01-11-2023

UDIN:23233650BGXMDR6318



KGM & CO

5-4-187/3 & 4,
First Floor, Soham Mansion,
MG Road, Ranigunj,
Secunderabad - 500 003

