Negative Lien Letter

To,
Tata Capital Limited ("TCL")
Plot Number 3 to 6, Auto Plaza, Road Number 3,
Banjara Hills, Hyderabad 500034

Dear Sir,

- 1) You have at our request granted a Corporate Loan Overdraft Facility of Rs. 10,00,00,000.00 (Rupees Ten Crores only) (hereinafter referred to as the "said Facility") to Modi Properties Private Limited having Address at 5-4-187/3&4, Soham Mansion, MG Road, Hyderabad, Telangana, 500003, (hereinafter referred to as "the Borrower") on the terms and conditions contained in sanction letter dated 18th October 2022 issued by you and in accordance with the Loan Agreement dated 31st October 2022.
- 2) As security for the said Facilities of Rs. 10,00,00,000.00 (Rupees Ten Crores only) together with interest, penal interest, cost, charges and expenses in respect thereof, we have inter alia agreed to create a mortgage on the property more particularly described in the Schedule hereto (hereinafter referred to as the "said Assets").
- 3) We have created Memorandum of Deposit of Title Deeds on 30th January 2023 and deposited all the original title deeds of the said Asset with Tata Capital Limited to secure the said Facilities
- 4) We are also aware that Tata Capital Limited has granted Term Loan Facility for Rs. 30,00,00,000.00 (Rupees Thirty Crores only) to Crescentia Labs Private Limited on the terms and conditions contained in sanction letter Ref No. CF/TL/HYD/16270 dated 23rd January 2024 (New Facility).
- 5) We hereby create a negative lien on the said Assets for shall be kept free from any further charge or future encumbrance, other than one created for said Facility and Existing Facility, and are free from any present encumbrances, except encumbrance created in favour of TCFSL for the said Facility and Existing Facility and shall be kept as the absolute property of TCFSL and are/ shall be at the disposal of TCFSL at all times during the tenure of the said Facility and Existing Facility.

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6) We undertake that we shall not assign the outstanding receivable on the said Assets in favour of any other party /lender without the prior permission of TCFSL.

7) We hereby irrevocably and unconditionally agree and undertake that as long as the all monies are

repaid by us to TCFSL in respect of the said Facility and Existing Facility along with all the interest,

penal interest, cost and other charges in terms of the sanction letter issued by TCFSL and accepted

by us, we shall not at any time hereafter create any charge, lien or encumbrance over the said Assets

and or transfer, deal with or otherwise dispose off or seek to dispose off the same or any part thereof or do anything whereby the interest of TCFSL will be in any way prejudiced or adversely affected.

We shall not request for release of the said Asset form purview of security and we will not ask for

release of the security/original title deeds, unless and until all the said Facility and Existing Facility

with TCFSL is fully satisfied.

8) We further agree and undertake that in the event of any default, if required by you, you are at

liberty to create a charge over the said Assets in your favour in any form or manner as you deem fit.

9) We further agree and undertake not to ask for release of the said Assets or original Title Deeds

with respect to the Said Assets till the closure of all the outstanding payable to TCFSL.

10) We further agree and undertake to do or perform and execute all necessary acts, deeds, matters

and things in a form and substance satisfactory to you as may be required by you for protecting the

security as aforesaid.

11) We further agrees, record and confirm that the right hereby conferred upon TCFSL shall

continue until our liability to TCFSL in respect of the said Facility and Earlier Facility shall come to

an end and we shall until such time hold the said Assets in trust for TCFSL.

IN WITNESS WHEREOF we have hereunto set and subscribed our hands this 27th day of January,

2024

Signed

Property Owners

July

Schedule

All that piece or parcel of property described herein below:

Item 1

All that H.No. 8-2-293/82//280/1 on Plot No. 280 adm., 573 Sq.yards or 479.5 Sq.meterrs 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.

Date: 27th January 2024

Place: Hyderabad