

Phone No:
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
AMTZ M S 4554 PL



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Agreement
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DECLARATION CUM CONFIRMATION DEED

IN THE MATTER OF MORTGAGE BY DEPOSIT OF TITLE DEEDS IN RESPECT OF IMMOVABLE PROPERTY/IES IN FAVOUR OF ADITYA BIRLA FINANCE LIMITED.

Sudarsana Varma Pinnamaraju, S/o. Sitarama Raju, aged about 61 years, R/o. 50-117-17/2/2, v-5, Seethammadhara, SBI, Seethammadhara NE Branch, Vishakhapatnam, Andhra Pradesh- 530013 representing AMTZ Medpolis square 4554 Pvt Ltd through Board Resolution dated 23.03.2024 (hereinafter referred to as the "Mortgagor" 1)

And

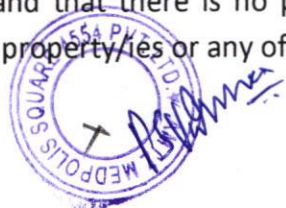
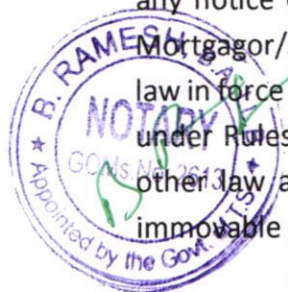
Sudarsana Varma Pinnamaraju, S/o. Sitarama Raju, aged about 61 years, R/o. 50-117-17/2/2, v-5, Seethammadhara, SBI, Seethammadhara NE Branch, Vishakhapatnam, Andhra Pradesh- 530013 representing AMTZ Medpolis Square Pvt Ltd through Board Resolution dated 23.03.2024 (hereinafter referred to as the "Mortgagor" 2)

(Both Mortgagor 1 and Mortgagor 2 together hereinafter called as "Mortgagor/s", which expression shall include its/their respective heirs, executors, administrators and permitted assigns, surviving partners, successors, members, all trustees, as the case may be.)

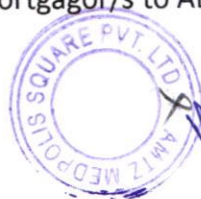
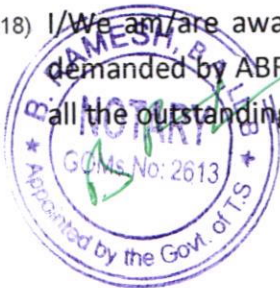
- 1) I/We say that the Mortgagor/s is seized and possessed of or otherwise well and sufficiently entitled to Lease hold rights on all that the piece and parcel of the land measuring 4860 Sq.meters or 5813 Sq.yards (1530 Sqmtrs in Plot No. D1-55 part and 3330 Sq.mtrs in Plot No. D1-56 part) in Andhra Pradesh Medtech Zone Limited at Visakhapatnam, Property Tax Assessment No. 1086509931, Old Revenue Ward No. 54, New Revenue Ward No. 54, New Revenue Ward No. 77, Zone VI of GVMC and comprised in Sy.No. 480/2, Nadupuru, Pedagantyada Mandal, Visakhapatnam District Schedule hereunder detailed together with (a) all buildings , erections, structures, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto and (b) all plant and machinery attached to the earth (if applicable) hereinafter referred to as "the said immovable property/ies"



- 2) I/We further declare that there are no restrictions on the ability of the Mortgagor/s to create a mortgage of the said immovable property/ies.
- 3) I/We further say that said immovable property/ies are now mortgaged/will be mortgaged and charged to Aditya Birla Finance Limited (ABFL) for the undermentioned Facility(s) sanctioned to:
- 4) I/We confirm that I/We have deposited and delivered with your Shri. Abdulkader Ghadiali on the _____ day of _____/ arranged to have the same delivered to you vide our Irrevocable Letter of Authority/Irrevocable Power of Attorney / Board Resolution dated _____ from our Existing Lender _____, the title deeds specified in the First Schedule and the description hereinunder with an intention to create equitable mortgage upon all the Mortgagor/s rights, title and interest in the said immovable property/ies in favour of ABFL as the security for realisation of all monies, now owing or which shall at any time be owing by the Borrower(s) to ABFL whether on balance of account or otherwise in respect of the aforesaid Facility.
- 5) I/We say that I/We propose to create a mortgage over the said immoveable property/ies owned / co-owned by me/us in favour of ABFL pursuant to the Facility granted by ABFL to the Borrower(s).
- 6) I/We say that I/We agree to secure repayment in full of the Facility by creation of equitable mortgage of the said immovable property/ies in favour of ABFL.
- 7) I/We have to record and confirm that I/We have personally handed over to your Shri. Abdulkader Ghadiali arranged to have the same delivered to you vide our Irrevocable Letter of Authority/Irrevocable Power of Attorney / Board Resolution dated _____ from our Existing Lender _____, the said title deeds in respect of the said immovable property/ies.
- 8) I/We say that the said immovable property/ies are outside the purview of the Urban Land (Ceiling and Regulation) Act, 1976 or if consent is required the consent has been obtained.
- 9) 9) I/We say that the said immovable property/ies of the Mortgagor/s are free from all encumbrances or charges (statutory or otherwise) claims and demands (save and except the mortgages and charges mentioned above) and that the same or any of them or any part thereof are/is not subject to any lien / lispendens, attachment or any other process issued by any court or Authority and that the Mortgagor/s has/have not created any trust in respect thereon and that the said immovable property/ies are in the exclusive uninterrupted and undisputed possession and enjoyment of the Mortgagor/s since the date of purchase / acquisition thereon and no adverse claim has been made against the Mortgagor/s in respect of the said immovable property/ies or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings are pending or initiated against the Mortgagor/s's under the Income Tax Act, 1961, Public Demands Recovery Act, 1913 or under any other law in force in India for the time being and that no notice has been received or served on the Mortgagor/s under Rules 2, 16, 21 and 51 of the second schedule to the Income Tax Act, 1961 and / or under any other law and that there is no pending attachment whatsoever issued or initiated against the said immovable property/ies or any of them or any part thereof.



- 10) The Mortgagor/s has/have duly paid all rents, Provident Fund dues, Gratuity dues, Employees State Insurance dues, Income Tax, Sales Tax, Corporation Tax and all other taxes and revenues payable to the Government of India, Government of any State or to any local authority and that at present there are no arrears of such dues, rents, taxes and revenue due and outstanding and that no attachments or warrants have been served on the Mortgagor/s in respect of sales tax, Income-tax, Customs Duty, Excise Duty, government revenue and other taxes.
- 11) I/We also agree and undertake that the Mortgagor/s shall give such confirmations, declarations, undertaking and other writings as may be required by ABFL and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of ABFL.
- 12) I/We on behalf of the Mortgagor/s assure, agree and declare that the security interest created/to be created in favour of ABFL is in respect of the said immovable property/ies both present and future and that the documents of title, evidences, deeds and writings in relation to the said immovable property/ies of the Mortgagor/s which are deposited with ABFL and as detailed in the First Schedule and the description are the only title deeds relating to the said immovable property/ies.
- 13) I/we further agree and undertake that no mortgage, charge, lien or other encumbrance whatsoever has been created on the said immovable property/ies (except the one mentioned above) as on date hereof. I/We further agree/undertake and confirm that the Mortgagor/s has not and shall not enter into any agreements for sale, transfer or alienation of the said immovable property/ies or any apart thereof.
- 14) I/We further undertake that no mortgage / charge, lien or other encumbrances whatsoever will be created on the said immovable property/ies save and except with the prior written permission of ABFL.
- 15) I/We further declare and confirm that there is no prohibitory order either from the Income Tax Authority or from any Revenue Authority against mortgage and/or transfer of the said immovable property/ies nor there is any litigation pending in any court in respect of the said immovable property/ies.
- 16) I/We on behalf of the Mortgagor/s further declare and confirm that 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 immovable property/ies.
- 17) I/We am/are not aware of any act, deed, matter or things or circumstances which prevent the Mortgagor/s from charging / further charging in favour of ABFL the unfixed plant, machinery and all other movable assets of the Mortgagor/s (if applicable).
- 18) I/We am/are aware that on failure to repay the Facility to ABFL as and when due or as and when demanded by ABFL, ABFL shall be entitled to sell the said immoveable property/ies in order to recover all the outstandings due and payable by Mortgagor/s to ABFL.



19) AND I/We make the aforesaid Declaration cum Confirmation for and on behalf of the Mortgagor/s solemnly and sincerely believing the same to be true and being aware that based on the representations made by us in the transaction documents and the above Declaration cum Confirmation Deed, ABFL has accepted/will accept the mortgage by deposit of the title deeds as detailed in the First Schedule and the description provided here in a bove in respect of the said immovable property/ies

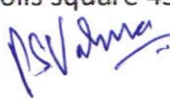
(Mortgagor(s))




Signature

Sudarsana Varma Pinnamaraju

AMTZ Medpolis square 4554 Pvt Ltd




Signature

Sudarsana Varma Pinnamaraju

AMTZ Medpolis Square Pvt Ltd

(Borrower(s))

AMTZ MEDPOLIS SQUARE 4554 PRIVATE LIMITED

Authorized Signatory

Date

Place



SCHEDULE II
Description of the Immovable Properties

SCHEDULE OF PROPERTY

Lease hold rights on all that the piece and parcel of the land measuring 4860 Sq.meters or 5813 Sq.yards (1530 Sqmtrs in Plot No. D1-55 part and 3330 Sq.mtrs in Plot No. D1-56 part) in Andhra Pradesh Medtech Zone Limited at Visakhapatnam, Property Tax Assessment No. 1086509931, Old Revenue Ward No. 54, New Revenue Ward No. 54, New Revenue Ward No. 77, Zone VI of GVMC and comprised in Sy.No. 480/2, Nadupuru, Pedagantyada Mandal, Visakhapatnam District

North : Part of Plot D1-55.

South : Part of Plot D1-56.

East : 24 mtr wide road – Uranus.

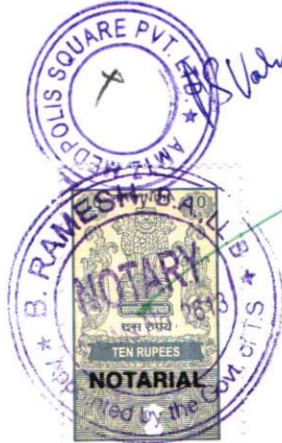
West : Barbed wire fencing

together with easements attached thereto and together with all other buildings and structures standing and to be constructed thereon and all fittings, fixtures, plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.



SCHEDULE-III
List of Title Documents

SL No	Type of Document	Document Date & No	Name of the Vendor/ Seller/ Transferor/etc.	Name of the Vendee/ Purchaser/ Transferee etc.	Original/ Photocopy / Certified
1	Lease Deed	6351/2022 Dt. 19.08.2022	M/s. Andhra Pradesh Medtech Zone Limited	M/s. AMTZ Medpolis Square Pvt. Ltd., M/s. AMTZ Medpolis Square 4554 Pvt.Ltd.,	ORIGINAL
2	Building Permit Order	18.08.2023	GVMC	M/s. AMTZ Medpolis Square Pvt. Ltd., M/s. AMTZ Medpolis Square 4554 Pvt.Ltd.,	ORIGINAL
3	Sanctioned Plan	25.04.2023	GVMC	M/s. AMTZ Medpolis Square Pvt. Ltd., M/s. AMTZ Medpolis Square 4554 Pvt.Ltd.,	ORIGINAL



ATTESTED
B R R
B. RAMESH
B.A., LL.B
ADVOCATE & NOTARY
1-31-348, Indira Nagar,
Trimulgherry. SECUNDERABAD