Ref No.: CF\TL\Hyd\4473148-7 Date: June 18, 2025

To,

Modi Realty Pocharam LLP

5-4-187/3&4, Soham Mansion, 2nd Floor,

M.G. Road, HYDERABAD Rangareddi - 500003,

TELANGANA.

CC:

Co-Borrower 1 – Modi and Modi Realty Hyderabad Private Limited,

Co-Borrower 2 – Modi Properties Private Limited,

Re: NOC to be issued by us to you in respect of Flats/Units constructed at Nilgiri Heights project, located at Sy No. 27/P, situated at Pocharam, Ghatkesar Mandal, Medchal-Malkajgiri, Telangana, Hyderabad. ("Property") under the Loan Agreement dated July 30, 2021 ("Agreement") executed between us.

Dear Sir,

This refers to your communication to us inter alia requesting for a No Objection Letter ("NOC") to be issued to you in respect of the proposed sale of the said Flat by you to flat Purchasers as mention below (hereinafter referred to as "Flat Purchaser").

S.NO	Project Name	Flat No.	Customer Name	ESCROW account details
1	Nilgiri Heights	A-1005	Mr. Bawanaka Vaishav	ESCROW Account no- 8446915254 Kotak Mahindra Bank.

You have pursuant to the Loan Agreement dated **July 30, 2021** availed Credit Facilities with us ("Loan") and executed Mortgage Deed dated August 27, 2021, created charge over various Flats in said Property of which said Flat is forming part.

We have No Objection for proceeding with the proposed sale of the said Flat to the Flat Purchaser subject to the following conditions:

(i) the allotment letter and/or flat purchase agreement to be issued by you to the Flat Purchaser shall interalia contain the usual terms and conditions including a condition that the Flat Purchaser shall make payment of the entire consideration and amounts payable under the allotment letter and/or flat purchase agreement into the designated account to be maintained by you with TCL (hereinafter referred to as the "ESCROW Account") as per the terms and condition of the allotment letter by you.

(ii) in case there is a default in payment of any amounts under either the allotment letter and/or flat purchase agreement to be executed between you and the Flat Purchaser or a cancellation of such allotment letter / flat purchase agreement, all amounts paid there under by the Flat Purchaser to you into the ESCROW Account shall be utilized in the manner stipulated in the Agreement. Amount credited to ESCROW Account shall not be reversed at any circumstances". Further, this NOC shall stand cancelled automatically and shall become null and void. A fresh NOC shall be issued to the new Flat Purchaser in this regard, who shall be required to deposit the entire consideration amount into the ESCROW account.

(iii) In case of cancellation of flat after allotment, TCL should be informed in writing within 7 days of such cancellation.

In event of the failure on your part to adhere to comply with the terms and conditions mentioned hereinabove, this NOC shall stand cancelled automatically. Without prejudice thereto, your failure to comply as aforesaid shall be treated as an event of default under the Loan Agreement executed between us and we shall be entitled to take appropriate legal action against you, including enforcement of the securities.

This NOC shall not be treated as release of our charge over the said Flat. Upon receipt of the entire sale consideration as aforesaid, we will release our charge on the said Flat by way of issuing No Objection Certificate and by executing necessary release deed and you may issue fresh allotment letter to the Flat Purchaser, subject to your complying with the aforesaid stipulations. However, the remaining flats offered as security continue to remain as security to the said Loan until it is repaid in full.

Also the NOC is subject to routing future payments for the subject flats into ESCROW account.

In view of the Order dated 24th November,2023 passed by the National Company Law Tribunal ("NCLT") in the Scheme of Arrangement u/s 230 to 232 of the Companies Act 2013 between Tata Capital Financial Services Limited and Tata Capital Ltd, the rights and obligations under the aforesaid Loan Account stood transferred to Tata Capital Ltd.

Yours faithfully,

For Tata Capital Limited

RAJEEV KUMAR JHA Digitally signed by RAJEEV KUMAR JHA Date: 2025.06.18 19:04:41 +05'30'

Authorized Signatory

TATA CAPITAL LIMITED
CIN - U65990MH1991PLC060670
12th Floor Tower A Peninsula Business Park Senapati Bapat Marg Lower Parel Mumbai 400 013
Board Line : 91 22 6606 9000 www.tatacapital.com
Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel, Mumbai-40013