



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 12872 Dt. 28/11/16 Rs. 100/-

DUED To L- Ramacharyulu & Raghavendra A/o. HVD

For Vendors EDV MJT Realty PVT LTD - R/o. HVD

E 150927

The Advaitas Co-op. Society

Regd. No. 11/2004 (General) Hyderabad District, Andhra Pradesh, dated 10.12.2015.
Regd. Office: 11/2004 (General) Hyderabad District, Andhra Pradesh, dated 10.12.2015.

DECLARATION

In the matter of the loan / credit facility in the sum / limit of the amount mentioned in Item No. 1 of Schedule A ("the Facility") granted/to be granted by KOTAK MAHINDRA BANK LIMITED, having its Registered Office at 27BKC, C 27, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 and a branch office inter alia at the place specified in Item No.2 of Schedule A to the person/s specified in Item No. 3 of Schedule A (collectively, "the Borrower") executor of this presents state as follows:

- 1) I / We as mentioned in Item No. 4 of Schedule A, residing at the place / having place of business which, as mentioned in Item No. 4 of Schedule A (hereinafter referred/collectively referred to as "the Mortgagor") do hereby solemnly affirm and declare as under:
- 2) As more particularly recorded in the memorandum recording the past transaction of creation of equitable mortgage by deposit of title deeds executed by me/us, on the date specified in Item No. 5 of Schedule A, I / we have mortgaged the premises as specified in Item No. 6 of Schedule A ("the Premises") on a first and exclusive basis in favour of Kotak Mahindra Bank Limited ("the Bank") as security for the due repayment to the Bank of all amounts payable by the Borrower to the Bank under the Facility sanctioned under the loan agreement the date of which is specified in Item No. 7 of Schedule A executed between the Borrower and the Bank ("Loan Agreement") in connection with the Facility ("the Borrower's Dues"). At the time of creation of the said equitable mortgage by deposit of title deeds I / We have declared and represented to the Bank as under:

For EDV MJT REALTY PRIVATE LIMITED


Director

For EDV MJT Realty Private Limited


Director

- (i) That I am / we are the owner(s) of and am/are absolutely seized and possessed of and entitled to the Premises.
- (ii) That I /we are competent / authorised to make this declaration.
- (iii) That I/we have a clear and marketable title to the Premises free from all encumbrances, deficiencies and/or defects and no other person has any share, right, title, interest or claim in, to or upon the Premises which have been acquired by me/us under an Indenture/deed as mentioned in Item No. 8 of Schedule A.
- (iv) That the Premises are free from and are not subject to any mortgage (except the abovementioned mortgage in favour of the Bank), charge, lien, trust, negative covenant, right of way, trespass, occupation/possession by any third party, claim, demand, lis pendens, legal proceeding, attachment, injunction, notice or other encumbrance, order, process, impediment or any other process issued by any court or other authority and no suit, action or other proceeding is pending in respect of the Premises and no adverse claims have been made and no notice for acquisition or requisition has been issued or received by me/us or any other person in respect of the Premises or any part thereof.
- (v) That, save and except as may have been otherwise intimated by me/us to the Bank in writing, the Premises are in my/our exclusive possession and no adverse claim has been made in respect of the Premises.
- (vi) That I / we have duly paid and will at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly pay the rates, taxes, cesses, assessments, revenues, duties and other outgoings and amounts now or hereafter due or payable in respect of the Premises.
- (vii) That I/we have duly observed, performed and complied with and shall at all times during the subsistence of the aforesaid mortgage / until the Borrower's Dues have paid to the Bank in full, continue to duly observe, perform and comply with all the rules, regulations, laws, bye-laws, covenants, terms and conditions in connection with the Premises.
- (viii) That I/we have not done and shall not at any time do any act, deed, matter or thing which may adversely affect or prejudice in any manner the Bank's security and/or interests.
- (ix) That I/we will not sell, transfer, assign, let out, encumber, mortgage, transfer, charge, grant any leave or license, induct any person in or part with or otherwise deal with the Premises during the subsistence of the mortgage / until the Borrower's Dues have been paid to the Bank in full, unless I/we have first obtained the Bank's written permission to do so (which permission the Bank shall be entitled to withhold or refuse without assigning any reason).

For JMKGEC REALTORS PRIVATE LIMITED



Director

For SDWINDA Realty Pvt. Ltd.

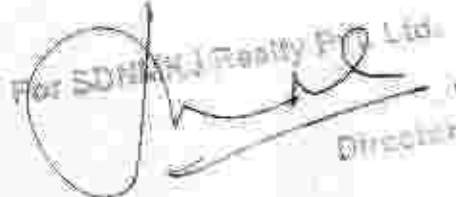


Director

- (x) That I/we has/have obtained the permission of the concerned Society / Association / Condominium/Company / Owner / Builder and / and all other competent authorities and persons for creating a mortgage of the Premises in favour of the Bank.
- (xi) That I/we has/have acquired the Premises with my/our self acquired funds and no other person has any share, right, title or interest of any kind or nature whatsoever in the Premises.
- (xii) That I/we has/have the necessary power and am/are free to secure the Borrower's Dues in the manner done by me/us and I/we am/are not under any statutory, contractual or other restriction or disability to do so.
- (xiii) That I/we will at all times and as and when called upon to do so by the Bank, make out a clear and marketable title to the Premises to the satisfaction of the Bank and/or its legal counsel, free from all reasonable doubts, claims and encumbrances.
- (xiv) That I/we has/have not received any notice of any intended or compulsory acquisition or requisition of the Premises and to the best of my/our knowledge no notice or notification of any kind that will adversely affect Premises in any manner has been issued or published nor are the Premises reserved for any purpose.
- (xv) That I/we have observed and performed and will duly observe and perform all the rules, regulations and bye-laws of the Society, Company or other Association /Condominium formed / to be formed and the terms and conditions on which the Premises have been acquired and that I/we will not do or omit to do anything whereby the Premises or the Bank's security or interests may be prejudicially affected in any manner whatsoever.
- (xvi) That I/we have duly paid and will duly pay the rates, income-tax and other taxes, cesses, assessments, revenues, duties, outgoings, society charges, public demands, and other amounts now or hereafter due in respect of the Premises and that at present there are no arrears of such rates, taxes, cesses, revenues, etc. and no demand is outstanding and no attachments or warrants have been served on me/us in respect of Sales Tax, Government Revenue and other taxes or dues and there are no disputes or claims existing or anticipated concerning the Premises.
- (xvii) That I/we have not entered into any agreement for sale or otherwise with any person or party in respect of the Premises or created any third party rights in respect thereof.
- (xviii) That I/we have furnished all the documents of title related to the Premises in my/our possession to you and the same may be retained or dealt with in such manner as the Bank may deem fit.

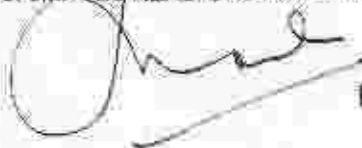
For JMKGEC REALTORS PRIVATE LIMITED


Director

For SDHINJI Realty Pvt. Ltd.

Director

- (xix) That I/we have in my / our possession, power and control only those documents, evidences and writings relating to the Premises which have been handed over to the Bank. If at any time hereafter any further title deeds relating to the Premises come into my/our possession, power or control, I/we shall hand over the same to the Bank to perfect the security created/proposed to be created by me/us over and in respect of the Premises in favour of the Bank.
- (xx) That I/We has/have full corporate power and authority to mortgage the property and to execute the Security/ the Transaction Documents and to take any action and execute any documents required and that the Mortgage /Transaction Documents have been duly authorised by all necessary corporate proceedings and have been duly and validly executed and delivered
- (xxi) That no material change has taken place which would affect the construction / purchase / title of the Premises where the Premises are at present under construction.
- (xxii) That I/we am/are not aware of any document / judgement / order or legal process or latent/patent defect in my/our title to the Premises which may prejudicially affect the interest of the Bank.
- (xxiii) That I/we have scrutinised the building plans, commencement certificate and all the requisite permissions pertaining to the Premises and that the construction is in accordance with law, as per the approved plans, certificates and permissions and of a satisfactory and standard quality.
- (xxiv) That I/we have disclosed all facts relating to the Premises to the Bank in writing and have made available to the Bank all documents of title and other deeds and writings in my/our possession and power relating to the Premises. I/We confirm the accuracy of all information given by me/us in this regard and also confirm that all prior or subsequent information furnished by me/us in this behalf is/will be true, complete and accurate in every way and the Bank may act on the basis of the said information, particulars and documents.
- (xxv) That I/we hereby declare and undertake that the Property shall be used for the purpose for which it is allowed to be used as per the regulations issued by the concerned revenue / town/ municipal authority and for no other purpose without written confirmation of the Bank.

For JMKGEOREALTORS PRIVATE LIMITED


Director

For JMKGEOREALTORS PRIVATE LIMITED

Director

4. I am / We are making the aforesaid statements and giving the aforesaid declarations solemnly and sincerely believing the same to be true and knowing fully well that based on the statements, declarations and indemnities aforesaid the Bank has agreed /may agree to sanction and grant the Facility and to accept mortgage of the Premises.
5. My/Our liability under this Declaration shall be joint and several.
6. Any matter or issue arising under this Declaration or any dispute hereunder shall, be redressed in the manner provided in the Loan/facility documents.

SCHEDULE A

Item	Particulars	
1	Amount of Loan Rs.	LAP Rs.11,00,00,000/- (Rupees Eleven Crore only)
2	Branch office of KMBL	Kotak Mahindra Bank Ltd, H.No.6-3-1109/1/P/202, 2 nd floor, Jewel Pawani Towers, Raj Bhavan Road, Somajiguda, Hyderabad, T.S. 500082
3	Name of Borrower/s	1. M/S. JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road,Secundrabad – 500 003 represented by its Director Mr.Soham Modi S/o.Mr.Satish Modi aged about 46 years 2. M/S. SDNMKJ Realty Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road,Secundrabad – 500 003 represented by its Director Mr.Soham Modi S/o.Mr.Satish Modi aged about 46 years.
4	Name & Address of Mortgagor/s	1. M/S. JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road,Secundrabad – 500 003 represented by its Director Mr.Soham Modi S/o.Mr.Satish Modi aged about 46 years. 2.M/S. SDNMKJ Realty Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road,Secundrabad – 500 003 represented by its Director Mr.Soham Modi S/o.Mr.Satish Modi aged about 46 years.
5	Date of Mortgage For JMKGEC REALTORS PRIVATE LIMITED	Dt. 02/05/2016


Director


Director

Details of Mortgaged premises

1. All That commercial space having a built up area 12,838 Sft on Third Floor in Tower B with undivided share of land admeasuring 464.50 Sq. yds with 17 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot No.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District
2. All That commercial space having a built up area 12,838 Sft on Third Floor in Tower B with undivided share of land admeasuring 464.50 Sq.yds with 17 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot No.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District
3. All That commercial space having a built up area 13,240 Sft on Fourth Floor in Tower B with undivided share of land admeasuring 479 Sq.yds with 18 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot No.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District
4. All That commercial space having a built up area 13,240 Sft on Fourth Floor in Tower B with undivided share of land admeasuring 479 Sq.yds with 17 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot No.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District
5. All That commercial space having a built up area 12,031 Sft on Fifth Floor in Tower B with undivided share of land admeasuring 435.50 Sq.yds with 16 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot No.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District
6. All That commercial space having a built up area 12,031 Sft on Fifth Floor in Tower B with undivided share of land admeasuring 435.50 Sq.yds with 17 Nos of car parking slots in the lower and upper basements of the building known as "**Ramky Selenium**" situated at Plot no.31 (P) and 32 in Sy.nos.115/22, 115/24 and 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District

For JMKGEC REALTORS PRIVATE LIMITED


 Director


 Director

7	Loan Agreement date	1 / 2016
8	Name and Date of Indenture showing ownership of Mortgagor	

Solemnly declared by the above-named on this 2nd day of May month of year 2016.

SIGNATURE:

through its:

1. M/S. JMKGEC Realtors Private Limited
Represented by its Director

Mr. Soham Ramesh JMKGEC REALTORS PRIVATE LIMITED



Director

2. M/S. SDNMKI Realty Private Limited
Represented by its Director

Mr. Soham Ramesh
FOR SDNMKI REALTY PRIVATE LIMITED



Director

Witness:

1.



2.

