

Date : 30/09/2008.



Mrs Kokilaben J. Kadakia,
Mr. Rajesh J Kadakia,
Mr. Sharath J Kadakia,
Mr. Soham Modi,
M/s. Modi properties and Investments Pvt Ltd.

#Gokul H.no: 5-2-223, Distillary Road, Secunderabad -500 003

Dear Sir/s

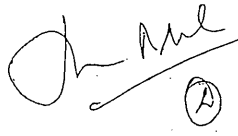
At your request, we are pleased to advise sanction of a Secured Loan -- dropline overdraft facility ("the facility") of Rs 350 Lakhs (Three Crore Fifty Lakhs Only) to you on the agreed terms and conditions as per this letter.

This letter shall form an integral part of the loan agreement to be executed by yourselves and shall be governed by the terms and conditions as contained in the annexure attached and the loan agreement. This offer is valid for a period of 45 days from the date of the sanction.

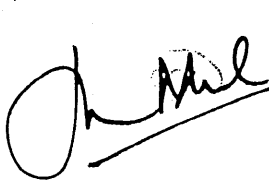
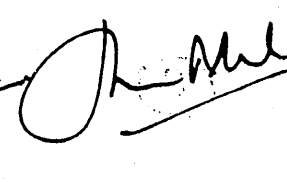
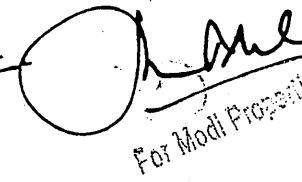
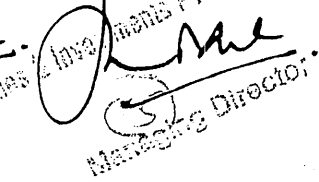
The bank reserves the right to withdraw and/or amend any of the terms and conditions hereof (including to reduce or cancel any of the facility) at its sole discretion, in the event of any change in circumstances & subject to legal and title clearance.

Kindly confirm your acceptance of the aforesaid terms and conditions by signing on this letter and the attached Schedule and returning the same to us.

I. Terms and Conditions of Facility

Facility Amount	Rs. 350,00,000/- (Three crore fifty Lakhs only)
Type of Interest	Floating rate of Interest
HDFC Bank Floating Reference Rate (FRR)	16.5% as on date
Applicable Interest rate	FRR Minus ^{1.5} 2% = ^{1.5} 14.5% 
Tenor	72 Months
Repayment	Dropline* of Rs. 4,87,000/- every month plus monthly interest on amount utilised
Security	Such Security as may be acceptable to the Bank
Security PDC's	6 Security PDC's of Rs.4,87,000/- Each + 1 PDC Principal O/s Rs 350,00,000/-
Processing Fee [Non Refundable]	0.5 % Processing Fee and 12.36 % towards Service Tax and Education Cess
AMC / Administrative Charges [Non Refundable]	3000/- upto 50 Lacs and above 50 Lacs 5000/-
Stamp Charges if any	1000/-
Other Charges if any	2/-

કોકિલાબેન જી. કડકીયા.

   
For Modi Properties & Investments Pvt. Ltd.
Managing Director.



2. Limit will be dropped by Rs 4,87,000/- on the 1st of every month

3. Interest will be debited to the OD account on the last day of the month and will need to be serviced every month.

"Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower (you/Company) shall be liable to execute appropriate loan documents as required by the Bank. Stamp duty, if any on the loan documents shall be borne and paid by the Borrower only and the Bank shall not be responsible or liable for the same."

Yours faithfully,

For HDFC BANK LTD.

[Signature]
(Authorised Signatory)

Post Sanction Requirement :

- All property owners to be co-borrowers
- End Use declaration
- **Documentation for the secured loan facility**
- Overdraft Agreement.
- Demand Promissory Note
- Letter of Continuity
- Letter of General lien and set off
- Deed of Indemnity to be obtained.
- 1 Chq @ 350,00,000/- and 10 chqs @ 4,87,000 /-
- ROI approval to be on file..
- Borrower to open a CA with HDFC BANK
- All your (borrower's) banking transactions should be routed through this HDFC Bank Current account only. This should be ensured within 30 days of availing the loan failing which the Bank at its sole discretion has the right to recall the loan or charge penal interest till the said condition is met.
- SI / PDCs should be given from this HDFC Bank current account along with the security PDCs. Also 3 security PDCS from the existing main bank account need to be provided.
- The above conditions shall be deemed to form an integral part of the Loan Agreement and the non-compliance on your / Borrower's part of any or all the above mentioned conditions would be treated as Event of Default and the Bank shall be entitled to the rights as mentioned in the Loan Agreement."
- This sanction letter has to be signed for acceptance by the borrower / authorized signatory (as per Board resolution / partnership authority letter). The customer's signature to be taken below the words acknowledged, understood and accepted
- Cmr will close the existing LARR facility included secured loan and overdraft with the corporate division of our bank.
- Process checks to be positive for Mr. Sharath, Mr. Rajesh and same to be vetted by local credit.
- Pramod Modi to be made as gaurentor to the transaction.

I accept

Name

Mrs Kokilaben J. Kadakia,

Mr. Rajesh J Kadakia,

Mr. Sharath J Kadakia,

Mr. Soham Modi,

M/s. Modi properties and Investments Pvt Ltd.

Date and Signature

* 5/5/2011 10:18:55 AM

[Signature]
[Signature]
[Signature]
[Signature]

For and on behalf of

Date: 30/09/2008

Mrs Kokilaben J. Kadakia,
Mr. Rajesh J. Kadakia,
Mr. Sharath J. Kadakia,
Mr. Soham Modi

M/s. Modi Properties and Investments Pvt Ltd.

#Gokul H.no: 5-2-223, Distillery Road, Secunderabad -500 003

Dear Sir,

Sub: - Your Loan request against rental receipts from of commercial property bearing the address H. No: 1-10-176, Green Towers, situated at Begumpet, Secunderabad, AP.

This is with reference to your application for a loan against rent receivables. We are pleased to sanction a loan facility of Rs 350,00,000/- to you.

Following are the terms and conditions for the facility -

1. Loan amount : Rs. 350,00,000/- (Rupees Three Crore Fifty Lakhs Only)
2. Rate of interest : ** FRR - 2.5% = 14.5%
(** HDFC Bank FRR presently at 16.50%)
3. Processing Fees : 0.5% Processing fee (Which is Not Refundable).
4. Service Tax : @ 12.36% of the processing fee
5. EMI'S : M01 and M14 - Rs. 680000/-
M15 to M71 - Rs. 745100/-
M72 to M72 - Rs. 360500/-
6. Repayment : Monthly as per schedule provided by the bank
7. Security - Primary : Exclusive first charge on rent receivables from M/s. Sonata Software Ltd
8. Additional Collateral : Equitable mortgage of commercial property bearing H: No: 1-10-176, Green Towers, situated at Begumpet, Secunderabad, AP.
9. Repayment Mode : Standing Instruction
10. Disbursal : Loan will be disbursed into the account held with us

11. Other Terms & Conditions : i) HDFC Bank will have the right to foreclose this facility in the event that the company management undergoes a change during the tenor of this facility.

: ii) The rent receivables from M/S Sonata Software Ltd

"Nothing contained in this sanction letter should be deemed to create any right or obligation or interest whatsoever in favour of or against any party and the Borrower (you/Company) shall be liable to execute appropriate loan documents as required by the Bank. Stamp duty, if any on the loan documents shall be borne and paid by the Borrower only and the Bank shall not be responsible or liable for the same."

① 25/11/08 - 2.55/21

For Modi Properties & Investments Pvt. Ltd.
Managing Director

10/10/08

This offer valid only for 45 days from the date above mentioned and only on receipt of accepted copy of this sanction letter.

Stamp charges to be borne by the customer.

All other terms & conditions as per the agreement would apply.

Pre-Disbursal Loan Documentation:

Documentation

- Loan Agreement.
- Demand Promissory Note.
- Letter of Continuity for DPN.
- Letter of General Lien & Set-off.
- Agreement for Assignment of Receivables in form of Lease Rentals and other related amenities charges.
- A power of attorney favoring the bank, authorizing the bank to deduct the rent towards the EMI payable by the customer.
- Property Mortgage related documentation as per Legal Title Search Report.
- End use letter as per policy.
- Process checks to be positive for Mr. Sharath, Mr. Rajesh and same to vetted by local credit.
- NRI POA to be executed in favor of resident Indian which should be in our banks format before disb of the facility.
- Pramod Modi to be made as gaurentor to the transaction
- MOE as per norms.
- NOC from Lessee M/S Sonata Software Ltd.
- Comfort letter from M/s. Sonata Software Ltd for the expression of extension of the lease agreement for further 2 yrs under mutually agreed terms and conditions after the expiry of the lease deed between the two parties.
- Annual Maintenance Charges of Rs. 5000/- 7500/-
- CA certificate confirming the end usage of the loan facility post disbursement of the facilities.
- Cmr will close the existing LARR facility included secured loan and overdraft with the corporate division of our bank.
- All your (borrower's) banking transactions should be routed through this HDFC Bank Current account only. This should be ensured within 30 days of availing the loan failing which the Bank at its sole discretion has the right to recall the loan or charge penal interest till the said condition is met.
- SI / PDCs should be given from this HDFC Bank current account along with the security PDCs. Also 3 security PDCs from the existing main bank account 00211000129213 need to be provided.
- The above conditions shall be deemed to form an integral part of the Loan Agreement and the non-compliance on your / Borrower's part of any or all the above mentioned conditions would be treated as Event of Default and the Bank shall be entitled to the rights as mentioned in the Loan Agreement.
- This sanction letter has to signed for acceptance by the borrower / authorized signatory (as per Board resolution / partnership authority letter). The customer's signature to be taken below the words acknowledged, understood and accepted

Please acknowledge the contents to the terms outlined above by signing a copy of this letter and returning it to us.

We look forward to a great working relationship with you.

Yours Sincerely,

For HDFC Bank Ltd.
5/2/14
Manager Business Banking
Hyderabad.

Accepted By (Signature):

Mrs Kokilaben J. Kadakia,

Mr. Rajesh J Kadakia,

Mr. Sharath J Kadakia,

Mr. Soham Modi,

M/s. Modi properties and Investments Pvt.Ltd.

Accepted By (Signature):

5/2/14 9.07.55/21

Director



MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

To,
Mr. M. Madhusudhana,
RSM – Andhra Pradesh,
HDFC Bank Ltd.,
D. No. 7-1-210, 4th Floor,
Ameerpet, Hyderabad – 500 016.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

Date: 11.03.2010

Dear Sir,

Sub: Transfer of loan from Kokilaben Kadakia to Sharad Kadakia and Rajesh Kadakia.
Ref.: Term loan of Rs. 3.5 crores and over draft limit of Rs. 3.5 Crores sanctioned vide letters dated 30.9.2008 against security of the building known as Greens Towers, Begumpet, Secunderabad tenanted to M/s. Sonata Software Limited .

We have had several discussions regarding the ultimate use of funds from the term loan and over draft limit enjoyed by us. At the time of taking the said loan we have also indicated that the said property will be ultimately transferred to Rajesh Kadakia and Sharad Kadakia.

In November 2009 vide two registered gift deeds the entire building along with land was transferred to Rajesh Kadakia and Sharad Kadakia by Kokilanben Kadakia. At the moment the over draft facility is not being used and the outstanding amount on the term loan is about Rs. 3.09 crores. We are in a position to immediately repay about Rs. 2.25 crores of the term loan.

We are seeking a term loan of about Rs. 15 crores against the said property. Over the last 1 ½ years we have discussed the over all investment strategy of the Kakakia family. Please find herein the brief facts of the Kadakia family and the proposed investment strategy.

1. Smt Kokilaben Kadakia (age 76 years), W/o. Late Shri Jayanthilal Kadakia was the original owner of the land of about 3,000 sq yds at Begumpet. She had constructed the building known as Greens Towers on the said land.
2. Sharad Kadakia (age 50 years) and Rajesh Kadakia (age 55 years) are the only children and the only legal heirs of Smt Kokilaben Kadakia. Both the sons are citizens of USA.
3. Sharad Kadakia is a well to do business man in Los Angeles USA. His primary business is to own / develop and manage motels, gas stations, car washes, restaurants and ancillary businesses. At the moment he has about 160 employees on his rolls. His businesses have a turnover of about 15 million US dollars and an estimated net worth of US dollars 30 million.
4. Rajesh Kadakia is a well to do business man in Los Angeles USA. He is a doctor by profession. However, he has several other business in interests primarily in the field of real estate development. He has an annual income of about one million US dollars and an estimated net worth of US dollars 45 million.
5. The Kadakia family also has a bungalow on 1,800 sq yds behind Greens Towers leased to Sonata Software. They also own about 12,000 sft in an independent building on Necklace Road fetching a rent of about Rs. 2,25,000/- per month. Apart from that they have other personal investments and properties for personal use in India.

Jan me



(Home loan dept)
4th Floor
Received
Vijay
(Vijay)
12/03/10



MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

6. The Kadakia family has strategically decided to reinvest their income derived from Greens Towers and other assets in India into rent bearing A grade commercial office space leased to renowned corporates or MNCs. They do not foresee any need to repatriate their income from the Indian assets to the US.
7. After a careful study of the complex rules governing taxation in India and the US for persons of Indian origin and obtaining opinions from well known auditors / lawyers, it has been decided that all future investments will be made through two private limited companies entirely owned by the two brothers. Each brother shall hold majority share in one of the two private limited companies. The private limited companies have been registered as SJK GEC Private Limited & SHD MKJ Private Limited.
8. Due to the advancing age of Smt. Kokialben Kadakia we were advised by our auditors /lawyers to transfer the properties of Kokialben Kadakia in favour of her sons. Accordingly all assets of Kokialben Kadakia have been gifted to her two sons. At the moment there is no gift tax and the stamp duty & registration charges for the said gifts are only 1%. There is proposal by both central and state governments to enhance these taxes / duties. Under the circumstances we did not wish to risk paying additional taxes or duties for the proposed transfers and therefore the transaction was completed at the earliest.
9. The Kadakia family proposes to buy rent bearing office space in the name of said private limited companies. They expect to raise funds by way of mortgage of Greens Towers for proposed purchase of the office space. Sharad Kadakia and Rajesh Kadakia are willing to offer their personal guarantees along with Greens Towers as security for raising the funds. The loan is proposed to be taken in favour of the two private limited companies. They propose to offer the new office space as additional security if required, for the proposed loan or to enhance the proposed loan.
10. The Kadakia family proposes to make an investment of Rs. 5 to 10 crores into rent bearing A grade commercial office space leased to renowned corporates or MNCs every two or three years by leveraging the existing assets and cash flow.

The loan and OD limit of about Rs. 7 crores was granted in favour of Kokilaben Kadakia, Rajesh Kadakia, Sharad Kadakia with Modi Properties & Investments Pvt. Ltd., being a consenting party. We have transferred the title from Kokilaben J Kadakia to her two sons with a presumption that there is no transfer of the asset to any third party and that it will not compromise the security of HDFC bank in any manner. Kokilaben Kadakia, Rajesh Kadakia and Sharad Kadakia continue to be jointly and equally be liable to repay the loan to HDFC bank. The tenant Sonata Software Limited has also agreed to pay the rents in favour of Rajesh Kadakia and Sharad Kadkia under the existing lease. They are willing to execute any further deeds or documentation that your bank may require to incorporate the above change. They are also willing to give any further affidavits and undertaking that your bank may require. In all likelihood the entire loan and over draft facility will be paid off in the next few months.

Loan Calculator

Enter Values	
Loan Amount	\$ 700,000.00
Annual Interest Rate	14.00 %
Loan Period in Years	6
Number of Payments Per Year	12
Start Date of Loan	1/11/07
Optional Extra Payments	

Loan Summary	
Scheduled Payment	\$ 14,424.02
Scheduled Number of Payments	72
Actual Number of Payments	72
Total Early Payments	\$ -
Total Interest	\$ 338,529.27

Lender Name: _____

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	1/12/07	\$ 700,000.00	\$ 14,424.02	\$ -	\$ 14,424.02	\$ 6,257.35	\$ 8,166.67	\$ 693,742.65
2	1/1/08	693,742.65	14,424.02	-	14,424.02	6,330.35	8,093.66	687,412.30
3	1/2/08	687,412.30	14,424.02	-	14,424.02	6,404.21	8,019.81	681,008.09
4	1/3/08	681,008.09	14,424.02	-	14,424.02	6,478.92	7,945.09	674,529.16
5	1/4/08	674,529.16	14,424.02	-	14,424.02	6,554.51	7,869.51	667,974.65
6	1/5/08	667,974.65	14,424.02	-	14,424.02	6,630.98	7,793.04	661,343.67
7	1/6/08	661,343.67	14,424.02	-	14,424.02	6,708.34	7,715.68	654,635.33
8	1/7/08	654,635.33	14,424.02	-	14,424.02	6,786.61	7,637.41	647,848.73
9	1/8/08	647,848.73	14,424.02	-	14,424.02	6,865.78	7,558.24	640,982.94
10	1/9/08	640,982.94	14,424.02	-	14,424.02	6,945.88	7,478.13	634,037.06
11	1/10/08	634,037.06	14,424.02	-	14,424.02	7,026.92	7,397.10	627,010.14
12	1/11/08	627,010.14	14,424.02	-	14,424.02	7,108.90	7,315.12	619,901.24
13	1/12/08	619,901.24	14,424.02	-	14,424.02	7,191.84	7,232.18	612,709.41
14	1/1/09	612,709.41	14,424.02	-	14,424.02	7,275.74	7,148.28	605,433.67
15	1/2/09	605,433.67	14,424.02	-	14,424.02	7,360.62	7,063.39	598,073.04
16	1/3/09	598,073.04	14,424.02	-	14,424.02	7,446.50	6,977.52	590,626.54
17	1/4/09	590,626.54	14,424.02	-	14,424.02	7,533.37	6,890.64	583,093.17
18	1/5/09	583,093.17	14,424.02	-	14,424.02	7,621.26	6,802.75	575,471.90
19	1/6/09	575,471.90	14,424.02	-	14,424.02	7,710.18	6,713.84	567,761.72
20	1/7/09	567,761.72	14,424.02	-	14,424.02	7,800.13	6,623.89	559,961.59
21	1/8/09	559,961.59	14,424.02	-	14,424.02	7,891.13	6,532.89	552,070.46
22	1/9/09	552,070.46	14,424.02	-	14,424.02	7,983.20	6,440.82	544,087.27
23	1/10/09	544,087.27	14,424.02	-	14,424.02	8,076.33	6,347.68	536,010.93
24	1/11/09	536,010.93	14,424.02	-	14,424.02	8,170.56	6,253.46	527,840.38
25	1/12/09	527,840.38	14,424.02	-	14,424.02	8,265.88	6,158.14	519,574.50
26	1/1/10	519,574.50	14,424.02	-	14,424.02	8,362.32	6,061.70	511,212.18
27	1/2/10	511,212.18	14,424.02	-	14,424.02	8,459.88	5,964.14	502,752.31
28	1/3/10	502,752.31	14,424.02	-	14,424.02	8,558.57	5,865.44	494,193.73
29	1/4/10	494,193.73	14,424.02	-	14,424.02	8,658.42	5,765.59	485,535.31
30	1/5/10	485,535.31	14,424.02	-	14,424.02	8,759.44	5,664.58	476,775.87
31	1/6/10	476,775.87	14,424.02	-	14,424.02	8,861.63	5,562.39	467,914.24
32	1/7/10	467,914.24	14,424.02	-	14,424.02	8,965.02	5,459.00	458,949.22
33	1/8/10	458,949.22	14,424.02	-	14,424.02	9,069.61	5,354.41	449,879.61
34	1/9/10	449,879.61	14,424.02	-	14,424.02	9,175.42	5,248.60	440,704.19
35	1/10/10	440,704.19	14,424.02	-	14,424.02	9,282.47	5,141.55	431,421.72
36	1/11/10	431,421.72	14,424.02	-	14,424.02	9,390.76	5,033.25	422,030.95
37	1/12/10	422,030.95	14,424.02	-	14,424.02	9,500.32	4,923.69	412,530.63
38	1/1/11	412,530.63	14,424.02	-	14,424.02	9,611.16	4,812.86	402,919.47
39	1/2/11	402,919.47	14,424.02	-	14,424.02	9,723.29	4,700.73	393,196.18
40	1/3/11	393,196.18	14,424.02	-	14,424.02	9,836.73	4,587.29	383,359.45
41	1/4/11	383,359.45	14,424.02	-	14,424.02	9,951.49	4,472.53	373,407.96
42	1/5/11	373,407.96	14,424.02	-	14,424.02	10,067.59	4,356.43	363,340.37
43	1/6/11	363,340.37	14,424.02	-	14,424.02	10,185.05	4,238.97	353,155.32
44	1/7/11	353,155.32	14,424.02	-	14,424.02	10,303.87	4,120.15	342,851.45
45	1/8/11	342,851.45	14,424.02	-	14,424.02	10,424.08	3,999.93	332,427.36
46	1/9/11	332,427.36	14,424.02	-	14,424.02	10,545.70	3,878.32	321,881.67
47	1/10/11	321,881.67	14,424.02	-	14,424.02	10,668.73	3,755.29	311,212.93
48	1/11/11	311,212.93	14,424.02	-	14,424.02	10,793.20	3,630.82	300,419.73
49	1/12/11	300,419.73	14,424.02	-	14,424.02	10,919.12	3,504.90	289,500.61
50	1/1/12	289,500.61	14,424.02	-	14,424.02	11,046.51	3,377.51	278,454.10
51	1/2/12	278,454.10	14,424.02	-	14,424.02	11,175.39	3,248.63	267,278.72
52	1/3/12	267,278.72	14,424.02	-	14,424.02	11,305.77	3,118.25	255,972.95
53	1/4/12	255,972.95	14,424.02	-	14,424.02	11,437.67	2,986.35	244,535.28
54	1/5/12	244,535.28	14,424.02	-	14,424.02	11,571.11	2,852.91	232,964.18
55	1/6/12	232,964.18	14,424.02	-	14,424.02	11,706.10	2,717.92	221,258.08
56	1/7/12	221,258.08	14,424.02	-	14,424.02	11,842.67	2,581.34	209,415.40

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
57	1/8/12	209,415.40	14,424.02	-	14,424.02	11,980.84	2,443.18	197,434.56
58	1/9/12	197,434.56	14,424.02	-	14,424.02	12,120.61	2,303.40	185,313.95
59	1/10/12	185,313.95	14,424.02	-	14,424.02	12,262.02	2,162.00	173,051.93
60	1/11/12	173,051.93	14,424.02	-	14,424.02	12,405.08	2,018.94	160,646.85
61	1/12/12	160,646.85	14,424.02	-	14,424.02	12,549.80	1,874.21	148,097.05
62	1/1/13	148,097.05	14,424.02	-	14,424.02	12,696.22	1,727.80	135,400.83
63	1/2/13	135,400.83	14,424.02	-	14,424.02	12,844.34	1,579.68	122,556.49
64	1/3/13	122,556.49	14,424.02	-	14,424.02	12,994.19	1,429.83	109,562.29
65	1/4/13	109,562.29	14,424.02	-	14,424.02	13,145.79	1,278.23	96,416.50
66	1/5/13	96,416.50	14,424.02	-	14,424.02	13,299.16	1,124.86	83,117.34
67	1/6/13	83,117.34	14,424.02	-	14,424.02	13,454.32	969.70	69,663.03
68	1/7/13	69,663.03	14,424.02	-	14,424.02	13,611.28	812.74	56,051.75
69	1/8/13	56,051.75	14,424.02	-	14,424.02	13,770.08	653.94	42,281.67
70	1/9/13	42,281.67	14,424.02	-	14,424.02	13,930.73	493.29	28,350.93
71	1/10/13	28,350.93	14,424.02	-	14,424.02	14,093.26	330.76	14,257.68
72	1/11/13	14,257.68	14,424.02	-	14,257.68	14,091.34	166.34	0.00

GENERAL POWER OF ATTORNEY

CANCELLED

KNOW ALL MEN BY THESE PRESENTS THAT I/WE Mr. Rajesh J Kadakia, aged about 53 yrs, occupation : business (' THE GRANTOR'), Residing at 34751, Doheny place, Dana Point, CA , USA-92624. DO HEREBY NOMINATE APPOINT AND CONSTITUTE Mr. Soham Modi, S/o. Satish Modi, aged about 38 yrs Occupation : Business, an Indian Habitat ('The Attorney'who has subscribed his/her signature hereunder in taken of identification) and at present residing at Plot no : 280, Road no: 25 Jubilee Hills, Hyderabad. to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds,matters,and things,namely:-

1 To apply for assistnaces/loans (The loans) under various schemes of HDFC Bank Ltd (" HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)from time to time for such amount/s as the attorney may deem fit pay all fees,sign applicatin/s (The "application/s")for the loans,furnish details and information required give any statement,letter,clarification or any other writing required to ther application/s and do such other things and deeds as may be necessary in relation thereto.

2 To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in taken of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.

3 To request HDFC Bank of agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.

4 To receive disbursements of the loans and for that purpose give effectual discharge

5 To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased/to the purchased using the loans.

6 To secure the loans on such properties mentioned above or any other properties as may to be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank : to pay stamp duty on security documents if any present such security documents for registration before directly deliver the registered documents to HDFC Bank .

7 To furnish such indemnities as may be required HDFC Bank in relation to the loans(Including Security for the same)and execute all such aggrements documents and writings as my be HDFC Bank in respect of the Loans

8 To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide,legal mortgagae in English form on the properties to be secured for the loans.

9 To execute in favour of HDFC Bank and irrevicable Power of Attorney authorising HDFC-Bank,inter allia , to sell ther properties secured on nay delay or default in repaying ther loans and /or occurrence of any other event of default under the loan as also to sign any documents, transfer forms or paper s that may be required in connection therewith.

10 In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates debentures bonds units issued by Unit Trust of India , National Savings Certificates , fixed deposits or any other security owned by me,by way of security for the loans and to sign any documents, transfer forms or paoers that may be required in connection therewith.

11 To acknowledge my liabulity/debit to HDFC Bank in respect of the loans .

12 To buy properties /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty,present such agreement/s and deed for

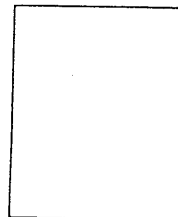
Permitted
Guarantee 10
reverted
←

- 6/ To buy properties /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
- 10/ To take possession of the properties which have been purchased on my behalf
- 15/ To give on lease/leave and license my properties to any person as the Attorney may deem fit.
- 12/ To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
To sell the properties belonging to me (including properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.
- 17/ On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and the accept/collect the deeds from HDFC Bank
- 18/ To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or Association of Apartment owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and /or other documents issued in my name and hold the same as my attorney
- 16/ To receive and accept service of all any notice summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
- 20/ To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
- 21/ Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
- 22/ This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt by of notice of such revocation or termination, or pending the registration of such revocation in the Bank Systems.
- 23/ This power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India
- 24/ AND I agree ratify all lawful acts, deeds, matters, and things done by my Attorney Pursuant to the Powers herein before mentioned.

In witness whereof, I _____
Have hereunto set and subscribed my hands at _____ on _____
Signed and Delivered by _____
.....in the presence of.....

I accept.....

Specimen Signature of.....



Scham



HDFC BANK

HDFC Bank Ltd.,
Area Sales Manager,
Business Banking Ltd-Mortgages
5-4-94 To 97, 3rd Floor,
Lala 1 Land Mark, M G Road,
Ranigunj, Secunderabad-500 003.
Fax : 040-66389108

Mrs. Kokilaben Kadakia,
C/o. Modi Properties and Investments Pvt Ltd,
R.P. Road,
Secunderabad.

Sub: Foreclosure of the LARR facility LAN no: 3247697 and acknowledgment- reg.,
Ref: 1. Letter dated 11/04/2010 addressed by your good self.
2. Reply dated 16/04/2010 addressed by Bank.
3. Letter dated 19/04/2010 addressed by your good self.

Dear Mrs. Kokilaben,

We acknowledge the receipt of the 1st referred letter above and noted the contents therein.

This response is in furtherance to our reply dated 19/04/2010 and subsequent to the personal discussion had with your good self on 19/04/2010 and 23/04/2010. Accordingly, we request you to effect foreclosure of the subject referred loan as per the agreed terms.

The amount which you have paid towards the part closure of the LARR - TL facility will be adjusted towards the Principal and Foreclosure Charges.

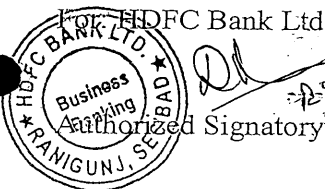
Subsequently, at the time of considering the enhancement request, the Bank shall definitely consider your request.

Trust the above clarifies.

Hence request you to kindly acknowledge this letter as acceptance.

Thanking you,

Date: 24/04/2010.
Hyderabad.





MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

To,
Mr. Pavan Kumar,
Asst. Vice President Branch Head,
HDFC Bank,
Ushakiran Complex, Paradise Circle,
S.D. Road Secunderabad.

Date: 03.04.2010

Dear Sir,

Sub. Partial repayment of term loan A/c No. 3247697
Ref.: Term loan of Rs. 3.5 crores and over draft limit of Rs. 3.5 Crores sanctioned vide letters dated 30.9.2008 against security of the building known as Greens Towers, Begumpet, Secunderabad tenanted to M/s. Sonata Software Limited.

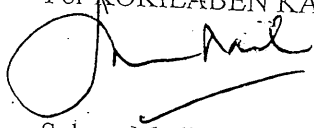
As discussed earlier we would like to partially repay the above referred term loan. Please find enclosed a cheque of Rs. 2.80 crores (Rupees Two crores Eighty Lakhs only) vide cheque no. 005671 dated 03.04.10 drawn on HDFC bank, S.D. Road.

We have requested HDFC bank for a loan of Rs. 15 to 20 crores in our representation dated 10.3.10 to Mr. Madhusudhan, RSM - Andhra Pradesh (copy enclosed). In view of us wanting to continue relationship with your bank we request you waive the pre-payment penalty that may be leviable.

The balance loan shall also be closed in 4 to 6 weeks.

Thank You.

Yours sincerely,
For KOKILABEN KADAKIA



Soham Modi.

भारतीय डाक



SECUNDERABAD HO <500003>

RLADE 2410

Counter No:2, OP-Code:20

To:PAVAN KUMAR, SD ROAD

SECUNDERABAD, PIN:500003

Wt:30grams,

Ant:33.00 (11 Fees Rs.3.00), 03/04/2010 17:14

<<Have a nice day>>



PAYABLE AT PAR THROUGH CLEARING/TRANSFER AT ALL BRANCHES OF HDFC BANK LTD

Preferred

Date *3-4-10*

A/c payee only

PAY *HDFC Bank Term loan A/c 3247697*

OR BEARER

RUPEES Two crore eighty lakh only

Rs. *280,00,000/-*

A/c No. 00421930001403

SB A/C

HDFC BANK LTD.

USHA KIRAN COMPLEX, GR FLOOR, PARADISE CIRCLE
SAROJINI DEVI ROAD, SECUNDERABAD-500 003, ANDHRA PRADESH
RTGS / NEFT IFSC : HDFC0000042
SEC 241209

Kunwar
Kunwar

KOKI LABEN J KADAKIA

⑈00567⑈ 500240003⑈ 046279⑈ 31



MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

We regret any difficulty that your bank may face due to the said transfer. However, we are fully willing to cooperate with your bank to rectify any errors or omissions.

We have had a very long and fruitful relationship with HDFC bank. Over the years we have shifted all our accounts including our group companies to your bank. We request you to consider our proposal for extending a Rs. 15 crore term loan against Greens Towers favourably. We are under the process of identifying a suitable rent bearing premises which we propose to purchase with the help of the term loan. As mentioned earlier we look forward to a long relationship with your bank whereby every few years we can enhance the term loan to fund purchase of additional properties and at the same time providing additional security to your bank.

In light of the above we request you to waive off the pre-payment penalty for the term loan that is proposed to be repaid. We request you to look at the holistic picture and treat it as running transaction for the purposes of enhancing the term loan.

Thank You.

Yours sincerely,
For Modi Properties & Investment Pvt. Ltd.,

Soham Modi.

Dear Pramod Kaka,

We are taking a loan from HDFC bank for Greens Towers. HDFC has requested us to cancel the power of attorney given by Kokila Foi to you. Otherwise you will be required to stand as guarantor for the loan

If you approve we can get it cancelled at the registrars office on Wednesday or Thursday afternoon.



Soham Modi.

Date: 27.10.2008

CANCELLED

CANCELLATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I.

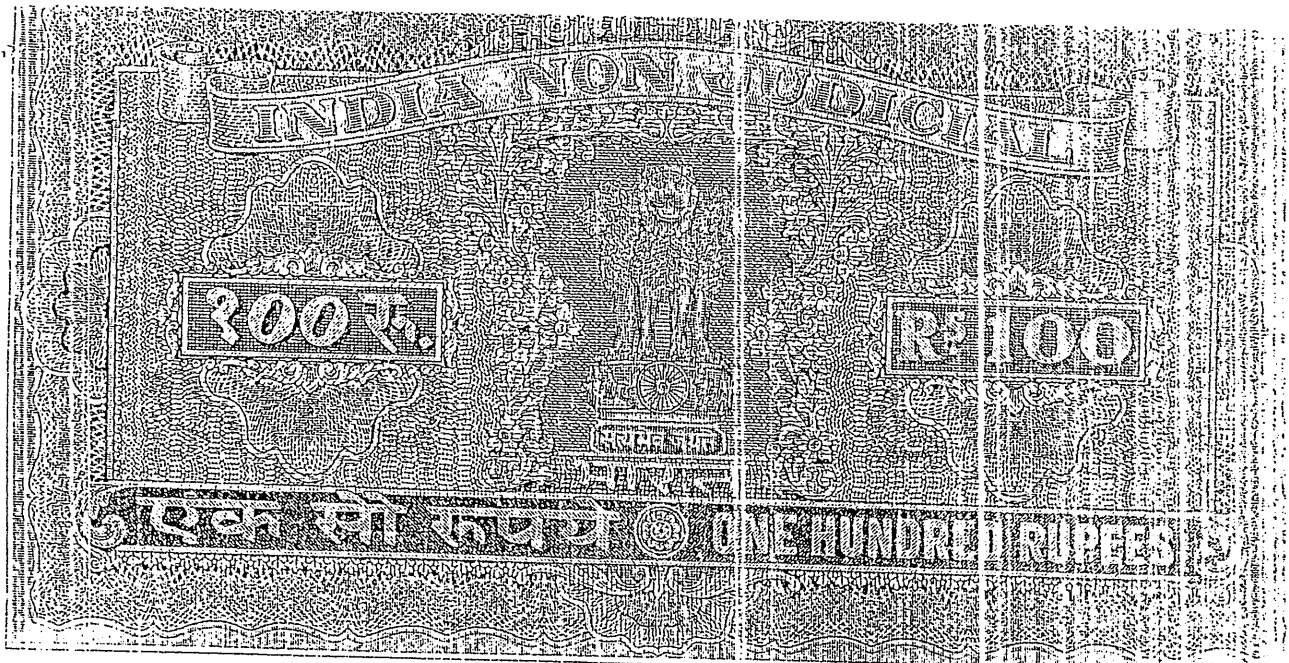
Smt. Kokilaben J. Kadakia, W/o Shri. Late Jayantilal M. Kadakia, aged about 78 years, Occupation: Housewife, resident of H. No. 1- 0-176, Begumpet, Hyderabad -- 500 016 (hereinafter referred to as Executant).

I have executed a General Power of Attorney in favour of

Shri. Pramod Modi, S/o. Late Shri. Manilal C. Modi, aged about 67 years, Occupation: Business, residing at H. No. 1-8-165, P. G. Road, Secunderabad -- 500 003 (hereinafter referred to as the attorney).

to deal with the property known as Greens Towers bearing Municipal No. 1-10-176, situated at Begumpet main road, Hyderabad -- 500 016, admeasuring approximately 78.000 sft consisting of ground + 4 floors along with 2 basements for parking, vide a registered Power of Attorney bearing document no. 121 of 2004, Book IV, dated 27th July 2004, registered in the office of the Sub-Registrar, Secunderabad.

Whereas the Executant herein is intending to deal with the above said property personally and the services of the said Attorney are no longer needed. Thus the Executant herein being the Principle in the said Power of Attorney has decided to cancel the above said Power of Attorney.



100 RS. ANDHRA PRADESH
 Sl. No. 3861 Date 27-7-04 Rs. 100/-
 Held by Smt. Kokilaben J. Kadakia
 B/o Late Shri S. M. Kadakia
 For what Self Sec. Bond

01AA 08734
 L. N. 5-4-7
 SECUNDERABAD - 500 016

POWER OF ATTORNEY

This Power of Attorney is made and executed at Secunderabad on this 27th day of July 2004 by Smt. Kokilaben J. Kadakia, W/o. Shri Jayantilal M. Kadakia, aged about 74 years, resident of 1-10-176, Begumpet, Hyderabad - 500 016. (Hereinafter called the "PRINCIPAL").

IN FAVOUR OF

Shri Pramod Modi, S/o. Late Shri Manilal Modi resident of 1-8-165 P.C. Road, Secunderabad, aged about 63 years. (Hereinafter called the "ATTORNEY").

WHEREAS the PRINCIPAL is the owner of the building known as Greens Tower situated at 1-10-176, Begumpet, Hyderabad - 500 016 which is under construction. The building is being constructed as per the sanction of ained vide permit No. 15408 of 2001. The total area of the building is approximately 78,000 sq ft. consisting of ground + 4 floors along with 2 basements for parking.

51516169.8.55/2-81. (Gij+19411 13)
 [Signature]

NOW THIS POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

1. To send quotes, respond to any enquiry or advertisement, send offers etc. for the purposes of leasing out various portions of Greens Towers.
2. To negotiate, deal, finalise and enter into agreements / arrangements with person(s) with regard to the provision of various amenities and facilities such as furniture & fixtures, generators, air conditioners, other equipments etc., at Greens Towers.
3. To collect and recover rents, amenities and maintenance charges etc., from the tenants and occupants of Greens Towers from time to time. The ATTORNEY shall be authorised to issue receipts for and on behalf of the PRINCIPAL for such collections / recoveries made.
4. To appear, institute new proceedings, represent and defend the PRINCIPAL in all Courts, Tribunals, authorities constituted under law or otherwise in all matters pertaining to the above said Greens Towers.
5. To enter into lease, license, amenities, service, maintenance and other such agreements and to register or cause to be registered the same with the appropriate authorities. Except sale deeds.
6. To make applications and to approach concerned government departments authorities, companies, agencies etc., seeking provision of various amenities and utilities to Greens Towers including making of applications for obtaining sanctions for any additions or alterations to the Greens Towers.
7. To sign and verify all pleadings, applications, petitions, plaints, statements, written statements, affidavits, execute deeds and documents etc, for settling all the disputes and claims in respect of or against the above said property including eviction of tenants and occupants of Greens Towers, BUT not to convey, or transfer rights, title and interest of the PRINCIPAL in or to the above said property.
8. To do all such things, deeds and acts that may be necessary to complete the construction of the building including appointing labour, purchasing material and equipment, enter into service contracts, appointment of various service agencies like security, electrician, plumber and other maintenance agencies and to enter into hire purchase / lease agreements with material / equipment suppliers.

Contd 3

x. திரிதிருவிருத்தியை (திரிவிருத்தியை)

9. To negotiate with banks and financial institutions for taking advances and making deposits with them and to avail credit facilities for the purposes of various works for completion of Greens Towers. The ATTORNEY shall be authorised to sign any documents or deeds that may be necessary for these purposes.
10. To appoint or engage services of Advocate(s), Architect(s), Engineer(s), Chartered Accountant(s) as and when necessary
11. Generally to do all acts, deeds, and things as are necessary for effectual carrying out the purposes aforementioned.

The PRINCIPAL hereby agree and ratify that all acts, deeds and things lawfully done or executed or caused to be done or executed by ATTORNEY in pursuance hereof and shall deemed to have been done by her personally and shall be binding on her.

IN WITNESS WHEREOF the above named PRINCIPAL and ATTORNEY have set their hands unto this Power of Attorney and signed their names on the day, month and year above written.

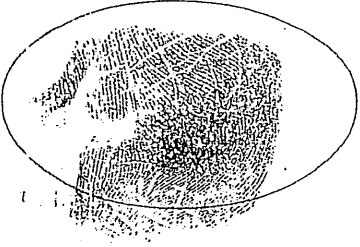
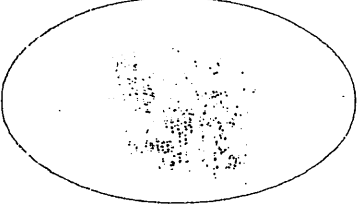
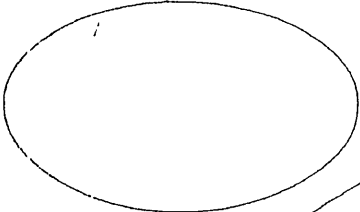
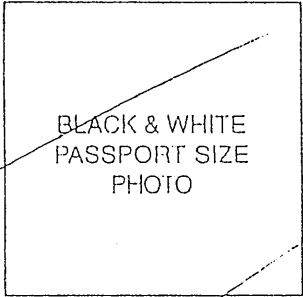
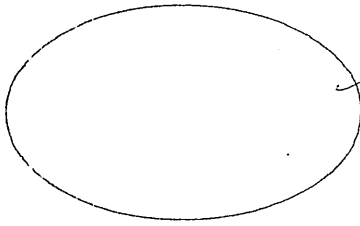
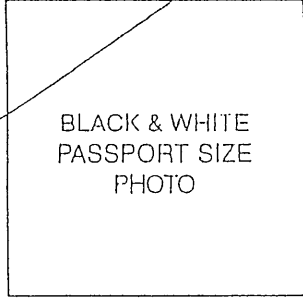
WITNESSES:

1. Prabha Reddy
(Pr. Prabha Reddy)
2. Srihar
(Srihar)

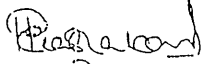
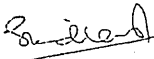
x 565/116201.8.5.8.1
(Gujarat Signed)
(PRINCIPAL)

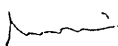
(ATTORNEY)

PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.

Sl.No.	FINGER PRINT IN BLACK INK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/SELLER/ BUYER
			Mrs. Kokilaben J. Kadakia W/o. Jayantilal M. Kadakia H.No: 1-10-176, Begumpet HYDERABAD - 500 016
			Mr. PRAMOD MODI s/o. Late Manilal Modi H.No: 1-8-165, P.G. Road Secunderabad.
			
			

SIGNATURE OF WITNESSES

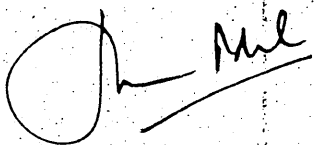
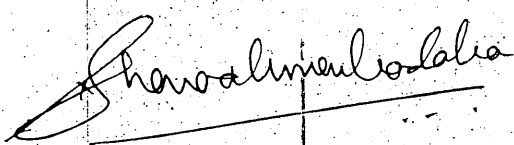
1. 
(K. Prabhakar Reddy)
2. 

515/111647.8.5
SIGNATURE OF THE EXECUTANT


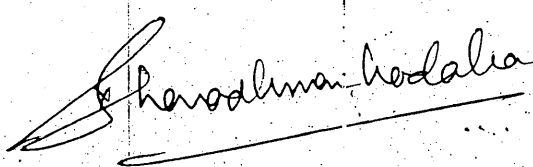
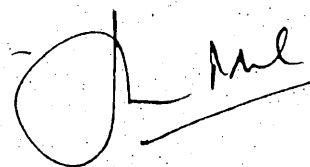
GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE I, Mr. Sharad J. Kadakia, S/o. Late Jayanthilal Kadakia, aged about 50 years, Occupation : Business(' THE GRANTOR'), Residing at residing, at 14252, Culver Drive, A-358, Irvine, CA, USA - 92604. DO HEREBY NOMINATE APPOINT AND CONSTITUTE Mr. Soham Modi, S/o. Satish Modi, aged about 38 years, Occupation : Business, an Indian Inhabitant, ('The Attorney' who has subscribed his/her signature hereunder in taken of identification) and at present residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters and things, namely:-

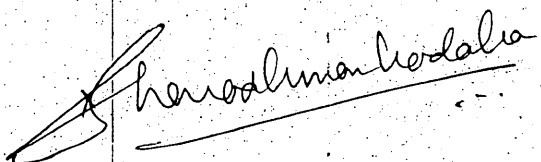
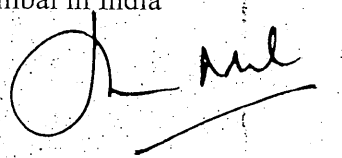
1. To apply for assistances/loans (The loans) under various schemes of HDFC Bank Ltd ("HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time for such amount/s as the attorney may deem fit, pay all fees, sign application/s (The "application/s") for the loans, furnish details and information required, give any statement, letter, clarification or any other writing required for the application/s and do such other things and deeds as may be necessary in relation thereto.
2. To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in token of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.
3. To request HDFC Bank to agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.
4. To receive disbursements of the loans and for that purpose give effectual discharge.
5. To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased or to be purchased using the loans.



6. To secure the loans on such properties mentioned above or any other properties as may be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank. To pay stamp duty on security documents, if any present such security documents for registration and directly deliver the registered documents to HDFC Bank.
7. To furnish such indemnities as may be required to HDFC Bank in relation to the loans(Including Security for the same)and execute all such agreements documents and writings as may be required by HDFC Bank in respect of the Loans
8. To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the loans.
9. To execute in favour of HDFC Bank an Irrevocable Power , of Attorney authorizing HDFC Bank, inter alia , to sell the properties secured on any delay or default in repaying their loans and /or occurrence of any other event of default under the loan and also to sign any documents, transfer forms or papers that may be required in connection therewith.
10. In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates, debentures, bonds units issued by Unit Trust of India , National Savings Certificates , fixed deposits or any other security owned by me, by way of security for the loans and to sign any documents, transfer forms or papers that may be required in connection therewith
11. To acknowledge my liability/debit to HDFC Bank in respect of the loans.
12. To buy property(s) /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
13. To take possession of the properties which have been purchased on my behalf

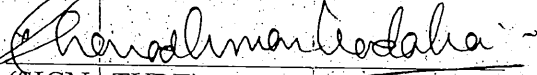
14. To give on lease/leave and license my properties to any person as the Attorney may deem fit.
15. To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
16. To sell the properties belonging to me (specifically limited to the properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.
17. On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and to accept/collect the deeds from HDFC Bank
18. To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or Association of Apartment owners and become member thereof participating in all the meetings and proceedings from time to time; obtain share certificates and /or other documents issued in my name and hold the same as my attorney
19. To receive and accept service of all / any notice, summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
20. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
21. Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
22. This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt of notice of such revocation or termination or pending the registration of such revocation in the Bank Systems.
23. This power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India

 - 

AND I agree to ratify all lawful acts, deeds, matters and things done by my Attorney Pursuant to the Powers herein before mentioned.

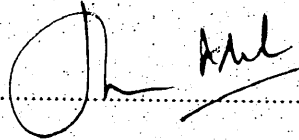
In witness where of, I, Mr. Sharad J. Kadakia, have hereunto set and subscribed my hands at Hyderabad on 4th November 2008

Signed and Delivered by


(SIGNATURE)

SHARAD J. KADAKIA
(PRINT NAME)

I accept.....



Specimen Signature of Mr. Soham Modi.
The Attorney of Shri Sharad J. Kadakia.

Witness

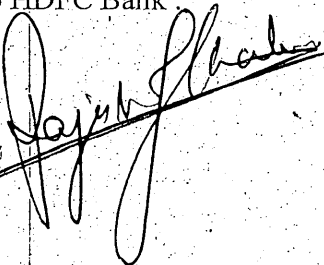
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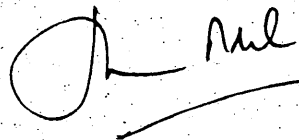
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GENERAL POWER OF ATTORNEY

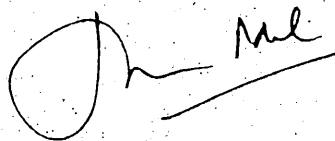
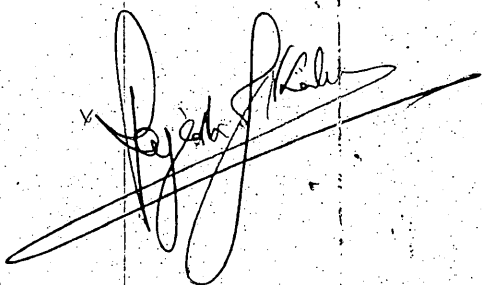
KNOW ALL MEN BY THESE PRESENTS THAT I/WE I, Mr. Rajesh J. Kadakia, S/o. Late Jayanthilal Kadakia, aged about 53 years, Occupation : Business ('THE GRANTOR'), Residing at residing, at 910 S. El Camino Real, San Clemente, CA 92672. DO HEREBY NOMINATE APPOINT AND CONSTITUTE Mr. Soham Modi, S/o. Satish Modi, aged about 38 years, Occupation: Business, an Indian Inhabitant, ('The Attorney' who has subscribed his/her signature hereunder in taken of identification) and at present residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters and things, namely:-

1. To apply for assistances/loans (The loans) under various schemes of HDFC Bank Ltd ("HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time for such amount/s as the attorney may deem fit, pay all fees, sign application/s (The "application/s") for the loans, furnish details and information required, give any statement, letter, clarification or any other writing required for the application/s and do such other things and deeds as may be necessary in relation thereto.
2. To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in token of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.
3. To request HDFC Bank to agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.
4. To receive disbursements of the loans and for that purpose give effectual discharge
5. To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased or to be purchased using the loans.
6. To secure the loans on such properties mentioned above or any other properties as may be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank. To pay stamp duty on security documents, if any present such security documents for registration and directly deliver the registered documents to HDFC Bank

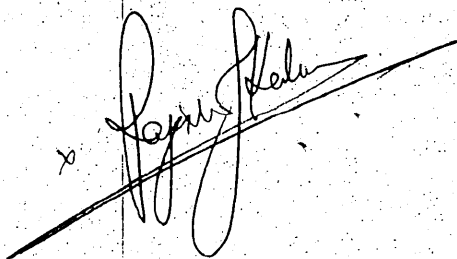


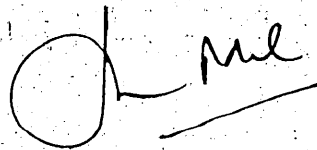


7. To furnish such indemnities as may be required to HDFC Bank in relation to the loans(Including Security for the same)and execute all such agreements documents and writings as my be required by HDFC Bank in respect of the Loans
8. To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the loans.
9. To execute in favour of HDFC Bank an Irrevocable Power , of Attorney authorizing HDFC Bank, inter alia , to sell the properties secured on any delay or default in repaying their loans and /or occurrence of any other event of default under the loan and also to sign any documents, transfer forms or papers that may be required in connection therewith.
10. In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates, debentures, bonds units issued by Unit Trust of India , National Savings Certificates , fixed deposits or any other security owned by me, by way of security for the loans and to sign any documents, transfer forms or papers that may be required in connection therewith.
11. To acknowledge my liability/debit to HDFC Bank in respect of the loans.
12. To buy property(s) /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
13. To take possession of the properties which have been purchased on my behalf
14. To give on lease/leave and license my properties to any person as the Attorney may deem fit.
15. To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
16. To sell the properties belonging to me (specifically limited to the properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.



17. On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and to accept/collect the deeds from HDFC Bank
18. To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or Association of Apartment owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and /or other documents issued in my name and hold the same as my attorney
19. To receive and accept service of all / any notice, summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
20. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
21. Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
22. This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt of notice of such revocation or termination or pending the registration of such revocation in the Bank Systems.



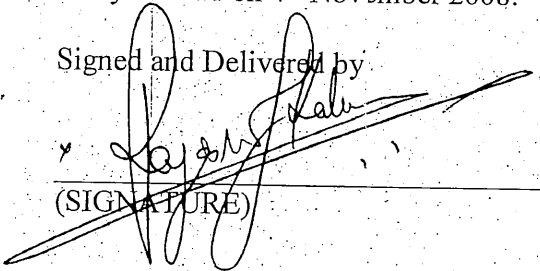


23. This power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India

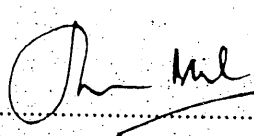
AND I agree to ratify all lawful acts, deeds, matters and things done by my Attorney Pursuant to the Powers herein before mentioned.

In witness where of, I, Mr. Rajesh J. Kadakia, have hereunto set and subscribed my hands at Hyderabad on 4th November 2008.

Signed and Delivered by


(SIGNATURE)

RAJESH J KADAKIA
(PRINT NAME)

I accept.....


Specimen Signature of Mr. Soham Modi.
The Attorney of Shri Rajesh J Kadakia.

Witness

1.

2.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE Mrs. Kokilaben J Kadakia (‘ THE GRANTOR’), Residing at Gokul Towers, III floor, Distillery Road, Secunderabad – 03 DO HEREBY NOMINATE APPOINT AND CONSTITUTE Mr. Soham Moḍy (‘The Attorney’who has subscribed his/her signature hereunder in taken of identification) and at present residing at II Floor, Soham Mansion, MG Road, Secunderabad-03 to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds,matters,and things,namely:-

- 1) To apply for assistances/loans (The loans) under various schemes of HDFC Bank Ltd ("HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time for such amount/s as the attorney may deem fit pay all fees, sign application/s (The "application/s") for the loans, furnish details and information required give any statement, letter, clarification or any other writing required to their application/s and do such other things and deeds as may be necessary in relation thereto.
- 2) To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in taken of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.
- 3) To request HDFC Bank of agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.
- 4) To receive disbursements of the loans and for that purpose give effectual discharge
- 5) To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased/to the purchased using the loans.
- 6) To secure the loans on such properties mentioned above or any other properties as may to be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank : to pay stamp duty on security documents if any present such security documents for registration before directly deliver the registered documents to HDFC Bank .
- 7) To furnish such indemnities as may be required HDFC Bank in relation to the loans(Including Security for the same) and execute all such agreements documents and writings as may be required by HDFC Bank in respect of the Loans
- 8) To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the loans.
- 9) To execute in favour of HDFC Bank an irrevocable Power of Attorney authorising HDFC Bank, inter alia , to sell their properties secured on any delay or default in repaying their loans and /or occurrence of any other event of default under the loan as also to sign any documents, transfer forms or papers that may be required in connection therewith.
- 10) In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates debentures bonds units issued by Unit Trust of India , National Savings Certificates , fixed deposits or any other security owned by me, by way of security for the loans and to sign any documents, transfer forms or papers that may be required in connection therewith.
- 11) To acknowledge my liability/debit to HDFC Bank in respect of the loans .
- 12) To buy properties /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
- 13) To take possession of the properties which have been purchased on my behalf
- 14) To give on lease/leave and license my properties to any person as the Attorney may deem fit.

૨ કો કીલાબે ન.જ. કડકીયા.

12

Hand

- 15) To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
- 16) To sell the properties belonging to me (including properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.
- 17) On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and the accept/collect the deeds from HDFC Bank
- 18) To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or Association of Apartment owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and /or other documents issued in my name and hold the same as my attorney
- 19) To receive and accept service of all any notice summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
- 20) To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
- 21) Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
- 22) This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt by of notice of such revocation or termination, or pending the registration of such revocation in the Bank Systems.
- 23) This power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India

AND I agree ratify all lawful acts, deeds, matters, and things done by my Attorney Pursuant to the Powers herein before mentioned.

In witness where of, I Mrs. Kokilaben J Kadakia, Have hereunto set and subscribed my hands at Hyderabad on 11/11/2008.

Signed and Delivered by
.....in the presence of.....

1.

2.

I accept Mr. Soham Mody

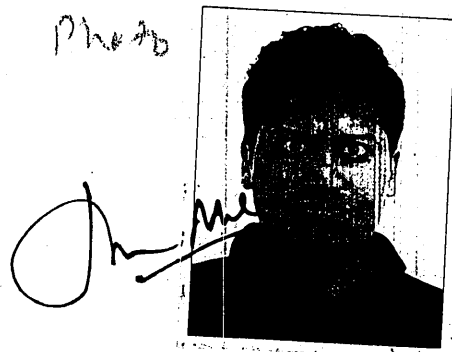
Specimen Signature of Mr. Soham Mody
The Attorney of Mrs. Kokilaben J Kadakia.

K. S. J. Kadakia
K
Oh Mody

Photo



Photo



GIFT SETTLEMENT DEED OF IMMOVABLE PROPERTY

This **GIFT SETTLEMENT DEED** is made and executed at Secunderabad on this ____ day of March 2008 by

Smt. Kokiabhen J. Kadakia w/o. Late. Shri. Jayantilal Kadakia aged about 75 years, R/o. 5-2-223/ Gokul, Distillery Road, Opp. Andhra Bank, Hyderabad, Secunderabad-500003, hereinafter called the **DONOR** which term shall mean and include wherever the context may so require her heirs, executors, administrators and assigns of the **ONE PART**.

IN FAVOUR OF

Shri. Rajesh J. Kadakia S/o Late. Shri. Jayantilal Kadakia, aged about 54 years R/o. #910, South Elcamino, Real Samclemante, California-92672 (U.S.A), hereinafter called the **DONEE - I** which term shall mean and include wherever the context may so require his heirs, legal representatives, executors, administrators, successors in interest and assigns of the **SECOND PART**.

AND

Shri. Sharad J. Kadakia S/o Late. Shri. Jayantilal Kadakia, aged about 50 years R/o. #5405, Alton, Pkwy-639, Irvine, California (U.S.A), hereinafter called the **DONEE - II** which term shall mean and include wherever the context may so require his heirs, legal representatives, executors, administrators, successors in interest and assigns of the **THIRD PART**.

WHEREAS

1. The **DONOR** is the absolute owner of all that land admeasuring 4089 square yards and superstructures thereon bearing Municipal no. 1-10-176, Begumpet, Secunderabad having purchased by an absolute Sale Deed dated 27th February 1963 executed by Smt. Buland Akter Begum and Kushro Mahboob Ali Khan and registered as document no.287 of 1963 in Book no.1, Volume no.66 at pages 271 to 274 in the office of the Sub-Registrar, Secunderabad and ever since the date of purchase she is peaceful possession and enjoyment of the same.

2. The Government of Andhra Pradesh has acquired land under Land Acquisition Act for the purposes of widening the road and the balance land area of 3310 square yards is left after road widening.

3. The **Donor** after obtaining all necessary sanctions and approvals from the Municipal Corporation of Hyderabad and other authorities have constructed commercial building on the balance land area of 3310 square yard left after road widening known as "GREENS TOWERS" comprising of two basements, ground and four upper floors having super built up area admeasuring about 78,000 square feet. This commercial building bearing Municipal No.1-10-176, Begumpet and known as "GREENS TOWERS" together with land area of 3310 square yards is hereinafter referred to as "SCHEDULED PREMISES" and is more fully described in the schedule here under and the plans enclosed herewith.

4. The **DONOR** has given on lease the entire Scheduled Premises to SONATA SOFTWARE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at No.208, T.V. Industrial Estate, S.K. Ahire Marg, Worli, Mumbai-400030 and Corporate office at A.P.S. Trust Building Bull Temple Road, N.R. Colony, Bangalore-560019 under various registered Lease Deeds and General Amenities Agreements.

5. The **DONOR** out of natural love and affection is desirous of gifting in favor of the **DONEE-I** and **DONEE-II** who are the natural sons of the **DONOR** equally the entire Scheduled Premises known as "GREENS TOWERS" together with land. The description of the property gifted herein is given more particularly described in the schedule below and the plan enclosed herewith.

6. The **DONOR** is desirous of recording the gift settlement into writing

NOW THEREFORE THIS GIFT SETTLEMENT DEED
WITNESSETH AS UNDER

1. That the **DONOR** hereby out of natural love and affection towards **DONEE-I** and **DONEE-II** transfers and conveys to the respective **DONEES** equally by way of gift the entire Scheduled Premises bearing Municipal No.1-10-176, Begumpet and known as "GREENS TOWERS" comprising of two basements, ground and four upper floors and having super built up area admeasuring about 78,000 square feet together with land area of 3310 square yards left after road widening.
2. That the **DONEE-I** and **DONEE-II** shall equally enjoy Scheduled Premises without any let or hindrance from the **DONOR** or anybody claiming through her.
3. That the **DONOR** hereby declares and assures the **DONEE-I** and **DONEE-II** that she has not alienated the Scheduled Premises in any manner whatsoever and that she is entitled to gift the said Scheduled Premises.
4. The **DONOR** has today given the constructive possession of the Scheduled Premises to the **DONEES** by way of ~~attornment of tenant and~~ the rents thereto. 98
5. This Gift Settlement Deed shall be registered at the cost and expense of **DONEES** herein
6. The **DONOR** and **DONEES** shall do all such acts, things and deeds that are required for effecting this gift settlement deed more fully.

SCHEDULE OF THE PREMISES

All that entire Commercial building bearing Municipal No.1-10-176, Begumpet, Secunderabad and known as "GREENS TOWERS" comprising of two basements, ground and four upper floors having super built-up area admeasuring about 78,000 square feet constructed on the balance land area of 3310 square yards left after road widening from the total land admeasuring 4089 square yards, bounded on the:

NORTH BY :
SOUTH BY :
EAST BY : Open to Sky & Drive way and premises belonging to Donor
WEST BY : Begumpet main Road.

The market value of the Scheduled Premises is Rs. _____ only U/R 3 of A.P.U.V.I. Rules 1975 and the stamp duty is paid thereon.

IN WITNESS WHEREOF THE DONOR has set his hands to this Gift Deed with free will and consent on the day, month and year mentioned above.

Witnesses:

1. _____
(Kokilaben J. Kadakia)
DONOR
2. _____
(Rajesh J. Kadakia)
DONEE-I
- _____ **DONEE-II**
(Sharad J. Kadakia)

GIFT SETTLEMENT DEED OF IMMOVABLE PROPERTY

This **GIFT SETTLEMENT DEED** is made and executed at Secunderabad on this ____ day of March 2008 by

Smt. Kokialben J. Kadakia w/o. Late. Shri. Jayantilal Kadakia aged about 75 years, R/o. 5-2-223/ Gokul, Disterlery Road, Opp. Andhra Bank, Hyderabad, Secunderabad-500003, hereinafter called the **DONOR** which term shall mean and include wherever the context may so require her heirs, executors, administrators and assigns of the **ONE PART**.

IN FAVOUR OF

Shri. Rajesh J. Kadakia S/o Late. Shri. Jayantilal Kadakia, aged about 54 years R/o. #910, South Elcamino, Real Samclemante, California-92672 (U.S.A), hereinafter called the **DONEE - I** which term shall mean and include wherever the context may so require his heirs, legal representatives, executors, administrators, successors in interest and assigns of the **SECOND PART**.

AND

Shri. Sharad J. Kadakia S/o Late. Shri. Jayantilal Kadakia, aged about 50 years R/o. #5405, Alton, Pkwysa-639, Irvine, California (U.S.A), hereinafter called the **DONEE - II** which term shall mean and include wherever the context may so require his heirs, legal representatives, executors, administrators, successors in interest and assigns of the **THIRD PART**.

WHEREAS

1. The **DONOR** is the absolute owner of a residential villa bearing municipal no. 1-10-178/3/2, consisting of Main house with 4 bed rooms, 4 toilets, court yard, living, dining, kitchen, admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette constructed on a land admeasuring about 885 sq yds., situated behind the commercial building known as "GREENS TOWERS", Begumpet Main Road, Hyderabad-500016, hereinafter the said Villa is referred to as Scheduled Premises and more fully described in the schedule here under and the plans enclosed herewith.
2. The **DONOR** has acquired the above referred property bearing municipal no.1-10-178/3/2 under a sale deed dated:06-05-1997, registered with Office of the Sub-Registrar of Vallabh Nagar bearing document no.1446/97.
3. The **DONOR** alongwith Rajesh Kadakia and Sharad Kadakia, the owners of the adjacent property bearing municipal no.1-10-178/3/1 have given on lease the Schedule Premises to SONATA SOFTWARE LIMITED, a company duly incorporated under Companies Act, 1956 and having its registered office at No.208, T.V. Industrial Estate, S.K. Ahire Marg, Worli, Mumbai-400030 and Corporate office at A.P.S. Trust Building Bull Temple Road, N.R. Colony, Bangalore-560019 under various registered Lease Deed and General Amenities Agreements both dated:30-10-2004.
4. The **DONOR** out of natural love and affection is desirous of gifting in favor of the **DONEE-I and DONEE-II** who are the natural sons of the **DONOR** equally the entire Scheduled Premises The description of the property gifted herein is given more particularly in the schedule below and the plan enclosed herewith.
5. The **DONOR** is desirous of recording the gift settlement into writing

**NOW THEREFORE THIS GIFT SETTLEMENT DEED
WITNESSETH AS UNDER**

1. That the **DONOR** hereby out of natural love and affection towards **DONEE-I** and **DONEE-II** transfers and conveys to the respective **DONEES** equally by way of gift the entire Scheduled Premises bearing Municipal No1-10-178/3/2, admeasuring about 3000 sq. ft. constructed on a land admeasuring about 885 sq yards situated behind commercial building known as "GREENS TOWERS" , Begumpet Main Road, Hyderabad-500016.
2. That the **DONEE-I** and **DONEE-II** shall equally enjoy Scheduled Premises without any let or hindrance from the **DONOR** or anybody claiming through her.
3. That the **DONOR** hereby declares and assures the **DONEE-I** and **DONEE-II** that she has not alienated the Scheduled Premises in any manner whatsoever and that she is entitled to gift the said Scheduled Premises.
4. The **DONOR** has today given the constructive possession of the Scheduled Premises to the **DONEES** by way attornment of tenant and the rents thereto.
5. This Gift Settlement Deed shall be registered at the cost and expense of **DONEES** herein
6. The **DONOR** and **DONEES** shall do all such acts, things and deeds that are required for effecting this gift settlement deed more fully.

SCHEDULE OF THE PREMISES

All that entire residential villa bearing municipal no. 1-10-178/3/2, consisting of Main house with 4 bed rooms, 4 toilets, court yard, living, dining, kitchen, admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette constructed on a land admeasuring about 885 sq yards, situated behind the commercial building known as "GREENS TOWERS", Begumpet Main Road, Hyderabad-500016, bounded on the:

NORTH BY	:	
SOUTH BY	:	
EAST BY	:	Open to Sky & Drive way and premises belonging to Donor
WEST BY	:	Begumpet main Road.

The market value of the Scheduled Premises is Rs. _____ only U/R 3 of A.P.U.V.I. Rules 1975 and the stamp duty is paid thereon.

IN WITNESS WHEREOF THE DONOR has set his hands to this Gift Deed with free will and consent on the day, month and year mentioned above.

Witnesses:

1. _____
(Kokilaben J. Kadakia)
DONOR
2. _____
(Rajesh J. Kadakia)
DONEE-I
- _____ (Sharad J. Kadakia)
DONEE-II

Dear Pramod Kaka,

We are taking a loan from HDFC bank for Greens Towers. HDFC has requested us to cancel the power of attorney given by Kokila Foi to you. Otherwise you will be required to stand as guarantor for the loan.

If you approve we can get it cancelled at the registrars office on Wednesday or Thursday afternoon.



Soham Modi.

Date: 27.10.2008

CANCELLED

CANCELLATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I,

Smt. Kokilaben J. Kadakia, W/o. Shri. Late Jayantilal M. Kadakia, aged about 78 years, Occupation: Housewife, resident of H. No. 1-10-176, Begumpet, Hyderabad – 500 016 (hereinafter referred to as Executant).

I have executed a General Power of Attorney in favour of

Shri. Pramod Modi, S/o. Late Shri. Manilal C. Modi. aged about 67 years, Occupation: Business, residing at H. No. 1-8-165, P. G. Road, Secunderabad – 500 003 (hereinafter referred to as the attorney).

to deal with the property known as Greens Towers bearing Municipal No. 1-10-176, situated at Begumpet main road, Hyderabad – 500 016, admeasuring approximately 78,000 sft consisting of ground + 4 floors along with 2 basements for parking, vide a registered Power of Attorney bearing document no. 121 of 2004, Book IV, dated 27th July 2004, registered in the office of the Sub-Registrar, Secunderabad.

Whereas the Executant herein is intending to deal with the above said property personally and the services of the said Attorney are no longer needed. Thus the Executant herein being the Principle in the said Power of Attorney has decided to cancel the above said Power of Attorney.

CANCELLED

That the Executant hereby cancels the powers delegated under the above said Power of Attorney and the Executant herein shall deal with the above said property as she likes.

That the above said Power of Attorney is hereby cancelled as per this deed the said attorney shall not be entitled to deal with the said property or may undertake any acts or deeds mentioned in the Power of Attorney for and on behalf of the Executant. Any acts or deeds done by the said attorney after this day shall be treated as null and void.

That the Attorney herein shall not have any right, title or interest of whatsoever nature over the above said property.

SCHEDULE OF THE PROPERTY

Building known as Greens Towers, bearing Municipal No. 1-10-176, situated at Begumpet, Hyderabad - 500 016, having built up area approximately 78,000 sft consisting of ground + 4 floors along with 2 basement for parking.

INWITNESS WHEREOF THE executant herein set his hands to his deed with free will and consent on this the ____ day of October 2008, at Secunderabad.

WITNESSES:

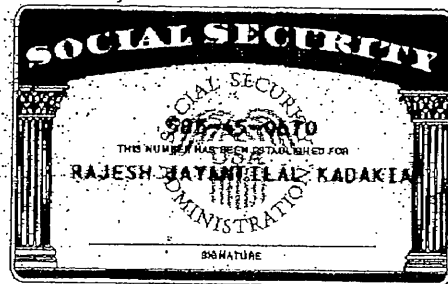
EXECUTANT:

1.

2.

YOUR SOCIAL SECURITY CARD

Detach the card below and sign it in ink immediately.
Keep your card in a safe place to prevent loss or theft.
DO NOT CARRY IT WITH YOU.
Do not laminate your card.



Declaration Cum Undertaking

I, Mrs. Kokilaben J Kadakia Occupation : Homemaker , aged 74 yrs , born on 08/08/1934 Resident at III Floor, Gokul Towers, Distillery Road, Secunderabad - 03

hereby solemnly affirm and state oath as follows.

That I am the deponent herein as such I am well acquainted with the facts of this affidavit and depose as under:

I am staying in the Resident Property at III Floor, Gokul Towers, Distillery Road, Secunderabad - 03. I had signed the application form and subsequent Loan Agreement for the purpose of the loan from HDFC Bank Ltd.

And i am declaring that i have only two children i.e., Two Sons .There Deatails are here under:

1. Sharad J Kadakia, Occupation : Business
2. Rajesh J Kadakia, Occupation : Business

I take on oath and solemnly declare that the particulars furnished by me above are true and correct and that nothing has been conceded or misrepresented any facts.

The facts mentioed above are true and correct to the best of my knowledge and belief.

My signature / affixed thumb impression is attested as below

Place : Hyderabad

Date :

9/5/21
Kokilaben J. Kadakia

Deponent

From,
Smt. Kokilaben J Kadakia,
H. No. 5-2-223, 3rd Floor,
Gokul Building, Distillery Road,
Hyderbasti, Secunderabad - 500 003.

To,
The Manager,
HDFC Bank,
M.G. Road,
Secunderabad

Dear Sir/ Madam,

I have taken a term loan from your bank and an O.D. limit (a/c. no. 00211000129213) against my property known as Greens Towers, situated on Begunpet main road which is leased to Sonata Software Limited. As on date the approximate outstanding balance is Rs. 38.66 Lakhs for the term loan and Rs. 194.47 Lakhs for the C.D. limit.

I am arranging for about Rs. 100 Lakhs to be deposited in my O.D. account.

I wish to close the above mentioned loans.

I hereby authorize you to debit the ac. No. _____ with the amounts which needs to be adjusted towards the O.D. and Term Loan outstanding along with interest.

Thank You.

Yours sincerely,

Modi Properties & Investments Pvt. Ltd.

Managing Director
Kokilaben J Kadakia

5/5/11 10:07. 8.555/241.

To,

Date : 31/10/2008.
Hyderabad.

The Manager,
HDFC Bank Ltd,
Hyderabad.

Sub: Original property docs held with HDFC Bank LAN No: 02LN18043500001 and
secured OD a/c no: 00211000129213

Sir/Madam,

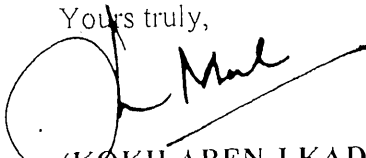
I Mrs. Kokilaben J Kadakia, has availed a LARR facility from your bank and Lan No:
02LN18043500001 and an Secured OD: 00211000129213 facility for which we have mortgaged the
original property docs with your bank. The document held with you are as follows,

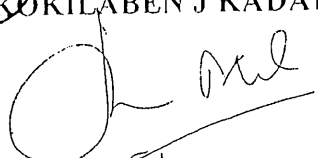
- 1) Regd Sale deed no:287/1963 dated : 27/02/1963 in fav of Mrs. Kokilaben J Kadakia.

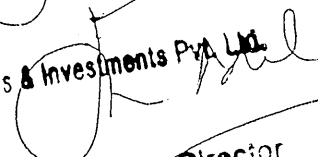
This is for your information.

Thanking You,

Yours truly,


(KOKILABEN J KADAKIA)




ur inodl Properties & Investments Pvt. Ltd.

Managing Director

a
8.15/171 6857. 8.555/211.

From:

Date: 06/11/2008,
Hyderabad.

Mrs. Kokilaben J Kadakia
#Gokul H.no: 5-2-223, Distillary Road,
Secunderabad – 500 003.

To

M/s. Sonata Software Ltd,
Green Towers,
Begumpet , Hyderabad.

Sub: Acknowledgment for cancellation of GPA between Mr. Pramod Kumar Mody and
property owner Mrs. Kokilaben J Kadakia – reg.,

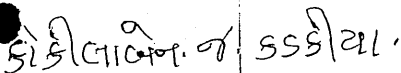
Sir/Madam,

I, Mrs. Kokilaben J Kadakia, R/o. Gokul Towers, III Floor, Distillery Road, Secunderabad the
sole owner of the property situated at H. No: 1-10-176, Green Towers, situated at Begumpet, Secunderabad,
AP. We have entered into the lease for 9 yrs lease and amenities deed dated 15/09/2004. The same was
executed by Mr. Pramod Kumar Mody as I was not available in Hyderabad at the time of execution and
registration of lease deed and amenities agreement with M/s. Sonata Software Ltd. I issued a regd GPA for
execution and registration of lease deed and amenities agreement. Now we have cancelled the regd GPA.

Hence request you to acknowledge the same.

This is for information and records.

Thanking You,



(KOKILABEN J KADAKIA)
#Gokul H.no: 5-2-223, Distillary Road,
Secunderabad – 500 003.

ANNEXURE ~~TO~~ POWER OF ATTORNEY

AP-23/GSO/KL(PB)/16/2005

(Should be on stamp paper of the requisite value and duly notarized from the Notary public.)



Rs. 0000100 PB5431

INDIA STAMP DUTY

ANDHRA PRADESH

IRREVOCABLE POWER OF ATTORNEY

To all to whom present shall come Kokilaben S. Kadakia & others. residing at _____

WHEREAS I am/we are desirous of executing in favour of Shri _____ of _____ representing HDFC Bank Limited, a banking Company incorporated under the Companies Act, 1956 and having its Registered Office at 'HDFC Bank House', Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013 a power of attorney authorizing Shri _____ to collect all documents pertaining to Loan A/c No. _____ with _____ for Rs. _____ -/ (Rupees _____ only) and submit the aforesaid documents as instructed by me/us to the persons as specified by me/us, which I/we hereby do in the manner hereinafter appearing

NOT KNOW YE ALL AND THESE PRESENTS WITNESS that I/we for myself/ourselves and my/our heirs, executor, administrators, legal representatives and/or successors and /or assigns do hereby irrevocably nominate, constitute and appoint Shri _____ of _____, representing HDFC Bank Limited, acting through any of its officer as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say :

To handover the cheque presented on my/our behalf to _____ for payment towards full prepayment/ foreclosure of the loan taken by me/ us from _____, and to accept receipt for the said cheque from _____

To collect and receive all the documents submitted by me/us to _____ in relation to the said loan account no. _____ and for that purpose give effectual discharge.

To submit the documents so collected to the person(s) as instructed by me/us.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or connecting or touching these presents as fully and effectually as if I/We were personally present and had done, performed or executed the same myself/ourselves.

And I/we hereby agree to ratify and confirm all and whatsoever Shri _____ may do or cause to be done in the premises in pursuance of these presents.

IN WITNESS WHEREOF I/we have hereunto set and subscribed my/our respective hands at Hyderabad on this day of _____

SIGNED AND DELIVERED BY _____
(to be signed by all borrower/s)

IN THE PRESENCE OF

IN THE PRESENCE OF

For **Modi Properties & Investments Pvt. Ltd.**
Managing Director

_____ and _____ and _____ and _____
a Notary d. 8.5.55 29/1.

Letter of Authority from the Borrower

To,
HDFC/Bank
(Name and Address of the HDFC/Bank)

Ref: Loan Acc No

Pertaining to property located at

Sub: Repayment of Loan

Dear Sir

I/We propose to repay the outstanding amount of Rs. _____/- (Rupees _____ only) under the aforesaid loan and foreclose the loan hereby.

I/We herewith enclose cheque no. _____ dated _____ drawn on _____ in full discharge of the aforesaid loan.

I/We also enclose herewith a power of attorney from me/us in favour of Shri _____, of _____ representing HDFC Bank Limited, authorising him/her to hand over the said cheque to you and to collect the documents listed below on my/our behalf from you, and hereby irrevocably authorise you to release and hand over the documents listed below, to my/our authorized representative Shri _____ whose signature is attested by me/us below, on receipt of the amount, and to issue a receipt for the amount received to Shri _____.

1. No Dues Letter
2. Mortgage Release Letter
3. Receipt for cheque.

All other documents/ papers submitted by me to you in relation to the aforesaid loan in original/photocopies.

Your truly,

Borrower Signature
Name
Address

Shri _____ (Name and Signature)
(Authorized Representative)

Contact Nos. of borrower:

We agree and accept to release the documents to the representative on receipt of the outstanding amount.

For Modi Properties & Investments Pvt. Ltd.
Authorised Signatory for Bank

Managing Director

515/11647. 8. 555/21.

I/We hereby agree and confirm that I/we shall provide all assistance as may be required by HDFC Bank Ltd. or such other security trustee nominated by HDFC Bank Ltd. for procurement of any documents/ information relating to the earlier loan agreement / said Property.

In the event of failure to comply with the provisions mentioned hereinabove of this Undertaking, notwithstanding the legal remedies as are available to HDFC Bank Ltd., I/We shall if HDFC Bank Ltd. may so deem fit to charge, pay interest at the rate of 24% p.a. on the disbursements made by HDFC Bank Ltd. against the said Loan, from the date of the disbursement till the date of compliance by me / us of such provisions. However, payment of such interest may be waived at the sole discretion of HDFC Bank Ltd.

I/We specifically agree that HDFC Bank Ltd. shall not be held liable or responsible for any loss or damage suffered by me/us without limitation for loss in Income Tax benefit etc.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the said Loan Agreement.

I, we are aware that it is on the faith on our aforesaid undertakings that HDFC Bank Ltd. has agreed to disburse the said loan.

List of documents to be submitted (Please mention originals and/or photocopies)

- 1
- 2
- 3
- 4
- 5

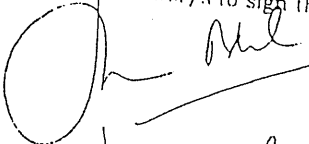
Dated the _____

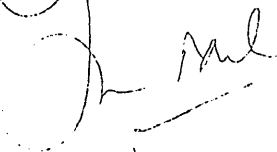
day of _____

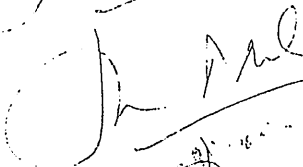
Signature _____

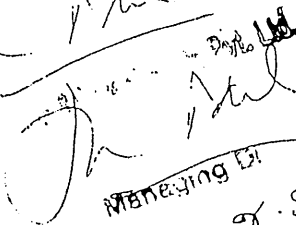
In the presence of _____

(All borrower/s to sign this Undertaking)








Managing Director

5/5/2017 8.55/21

Green.

Family

- Family of Indian origin
- Father passed away
- Mother old with frail health
- 2 NRI sons Both Citizens
- 2 NRI daughters-in-law One Citizen and one is a Green Card holder but Indian passport Holder.
- 4 US Citizen grandchildren

Properties owned in India

- 3 properties
 - 1 Residential Lot - owner Mother
 - 1 Commercial Property B- owner Mother, Sons and Sons' HUF – and one daughter in law leased - Tenant Hotel
 - 1 Commercial Property A – owner Mother – leased - Tenant Sonata Software
 - One Daughter in law individually owns a Flat in Bombay bought from her own NRI Funds.
- Rent in the tune of about 2 Crore annually from Commercial property A and B

Situation

- Family
 - Mother wants to hand over assets and liabilities to sons
 - No issues between any family members
- In India
 - Sons want to use income from Rent to participate in real estate venture and pursue other investments.
 - Mother has already leveraged property by giving personal guarantees along with her son's personal guarantee.
 - Borrowed money for venture in real estate in partnership with cousin in India this is in process. At the moment as a Loan to be converted to Equity in partnership once structure of partnership decided.
- In the US
 - Both Sons in the maximum Income Tax Bracket
 - Both have crossed the exemption limit for estate in the US
 - Are willing to use more US funds for Business in India if need be

Goals

- Use Indian Income to maximize profit
 - In the best interest of entire family
 - Minimizing taxation
 - In compliance with US and Indian laws – especially US laws

- All decisions regarding issues to be sorted out and action taken before March 2009, the time for filing Indian Tax Returns
- Decisions to be legally valid even in retrospect
- Preferably also before Filing US tax returns in December 2008

Decisions

- Transfer of Property – Legal Validity, pros and cons
 - Method
 - Gift to sons/grandchildren/all family members
 - Grantor and Non-Grantor Trust
 - Inheritance by will
 - Any other
 - Beneficiaries
 - Sons
 - Grandchildren
 - All family members
- Structure best suited for doing business in India – Legal Validity, pros and cons
 - Private Limited Company
 - Partnership
 - Trust
 - Individual
 - Special Purpose Vehicle
 - Any other

Core Issues

- Taxation and double Taxation – save as much tax as possible
 - Adjustment of cross-country losses and gains
 - Possibility of forming company in third country for tax-saving
- Using Credit Lines
 - From US
 - From India against ancestral property
- Compliance with US and Indian Laws
 - Indian
 - FEMA
 - Taxation
 - Repatriation of Funds
 - Benefits of PIO Card/Dual Citizenship
 - US
 - Estate Laws
 - Taxation
- Protection against Liability
 - General Liability
 - Protection of Assets

Help Required

- Advise on Action to be taken - Guidance and Follow Through
 - Previous Experience preferably a blanked out document of a client where similar work has been performed, so that client understands implications better
 - Reference of US Attorney
 - Protection against Liability
 - Fees Expected

Soham Modi

From: <ramana@modiproperties.com>
Date: 21 October 2008 10:25
To: <soham@modiproperties.com>
Subject: FW: Re: closure of Kokilaben j Kadakia loan accounts with u

sir,

I need a letter from Kokilaben J Kadakia for closure of her loan account and further when we are going to close the loan account. The following mail received from concern head.

Sincerely,
Ramana

Original Message:

From: Vikas.Menon@hdfcbank.com
Date: Tue, 21 Oct 2008 09:42:31 +0530
To: ramana@modiproperties.com, chillarige.pavankumar@hdfcbank.com
Subject: Re: closure of Kokilaben j Kadakia loan accounts with u

Dear Ramana,

The outstanding of the term loan is Rs 38,66,147
The outstanding on the OD (a/c no 00211000129213) as on date is Rs 1,94,47,215.52.

The pre-closure charges is 1% on the amount being pre-closed.

You can provide us with a request letter mentioning intention to preclose the above two loans.

Apart from the intention to close the loan the letter should mention the following line-
"We authorise you to debit the account number _____ with the amount which needs to be adjusted towards the OD and Term Loan outstanding with interest and pre-closure charges."

You can hand over this request letter to Mr Biju of the TF team. He sits in Lakdikapool on the 3rd Floor.

Thanks & Regards

Vikas Menon
HDFC Bank
Emerging Corporates Group
Third Floor, "Lala 1 Landmark"

22/10/08

D.No-5-4-94 to 97, M.G.Road,
Ranigunj.
Secunderabad-500 003
Ph-040 66179942
RIM- 09395140690

"ramana@modiproperties.com" <ramana
10/20/2008 05:51 PM
Please respond to ramana

To: vikas.menon@hdfcbank.com
cc: chillarige.pavankumar@hdfcbank.com
Subject: closure of Kokilaben j Kadakia loan accounts with

u

Dear Mr.Vikas,

Reffer telecon with Mr. Pavan Kumar Branch Manager, Secunderabad Branch.I
request u to guide us to close the loan accounts in the name of Kokilaben
J
Kadakia.

Regards,

Ramana Murthy
Manager Acct & Finance
9246241114

mail2web.com ? What can On Demand Business Solutions do for you?
<http://link.mail2web.com/Business/SharePoint>

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22/10/08

myhosting.com - Premium Microsoft® Windows® and Linux web and application
hosting - <http://link.myhosting.com/myhosting>

Soham Modi

From: <sohammodi@hotmail.com>
Date: 26 October 2008 16:50
To: <drk@greensglobal.com>; <soham@modiproperties.com>
Cc: <sjkadakia@greensinvestments.com>
Subject: RE: regarding investment

Dear Rajesh bhai,

Please go ahead and make the changes. The POA is only to sign on your behalf and further you are only the co-applicant. I will manage with the bank here. I am sorry to rush you as the financial market is in trouble, and we are not sure if HDFC will hold the terms of loan.

Once you transfer the property and loan in your name all these documents will become redundant.

I look forward to see you in hyd.

Regards,

Soham

-----Original Message-----

From: "Rajesh Kadakia" <drk@greensglobal.com>
To: soham@modiproperties.com; "sohammodi@hotmail.com" <sohammodi@hotmail.com>
Sent: 26/10/08 08:18 AM
Subject: regarding investment

Dear Soham,

I am so sorry to be not able to review fast enough at the speed with which you and sharadbhai have been working. I was buried in my board exam for twenty four days where I had to take the test in Las Vegas. I was in school full time for twelve days straight-medical life! I will try to be in India next week with Sharad to take care of the loans as you suggested. I have reviewed the docs sent. I have no access to my attorney over the weekend but because of affidavits signed with my major lenders, I cannot give any irrevocable P.O.A. As a general partner in my partnerships, I, however, have never had any problem with you doing the things with you as you have taken care of all of us since Kaka's time.

This being an urgent matter, I have chosen to meet you in India with Sharad on the third of Nov. Can this be finished then? Alternatively, I can send you a P.O.A. restricted without the covenant of irrevocability and sale buy agreement as I have shown the assets in India on loan forms here too. So if it changes, I have loan term violations on my big loan. I am sure you understand. I need your consent to modify the P.O.A. If that is acceptable, I will send it before I leave or else I will see you with Sharad. Can you please call me at 949-400-9492? I will be available twenty four hours non stop from now on. I have to work fast with you now as Sharad has given me a picture of what we missed.

27/10/08

My love to your family,

Rajesh

--
Rajesh J. Kadakia, M.D. FACEP
Greens Group of Companies
910 S. El Camino Real
San Clemente, California 92672

Tel. (949) 400-9492
Fax (949) 492-2923

27/10/08

From,
Smt. Kokilaben J Kadakia,
1-10-176,
Begumpet,
Hyderabad.

CANCELLED

To,
The Manager,
HDFC Bank,
M.G. Road,
Secunderabad

Dear Sir/ Madam.

I have taken a term loan from your bank and an O.D. limit (a/c. no. 00211000129213) against my property known as Greens Towers, situated on Begumpet main road which is leased to Sonata Software Limited. As on date the approximate outstanding balance is Rs. 38.66 Lakhs for the term loan and Rs. 194.47 Lakhs for the O.D. limit.

I wish to close the above mentioned loans.

I hereby authorize you to debit the ac. No. _____ with the amounts which needs to be adjusted towards the O.D. and Term Loan outstanding along with interest.

Thank You.

Yours sincerely,

Kokilaben J Kadakia