

STATE BANK OF INDIA
BALANAGAR
Phone : 040-23876905
Fax : 040-23774878

Registered Post
M/s Alpine Estates
C/o Modi Properties & Investments
Pvt Ltd, 5-4-187/3&4, IInd Floor
MG Road, Secunderabad, 500023.

F-20

Date : 08.11.08

Dear sir,

**RBI GUIDELINES FOR IMPLEMENTATION OF THE NEW CAPITAL
ADEQUACY FRAMEWORK
RATING OF BORROWERS BY CREDIT RATING AGENCIES (ECRA)**

With reference to above, we have to advise that borrowers with aggregate exposure of above Rs 5.00 crores are to be rated by Credit rating agencies for Capital adequacy Calculations.

2. In view of the above, we request you to get your Company/firm rated by any one the agency mentioned below.

- i) Domestic Credit rating agencies
 - a) Credit analysis and Research Ltd (CARE)
 - b) CRISIL Ltd (CRISIL)
 - c) FITCH India
 - d) ICRA Ltd (ICRA)
- ii) International Credit rating agencies
 - a) FITCH
 - b) Moodys
 - c) Standard & Poor's

3. We have to advise that in the event of non-rated, the cost of additional capital will be factored into the pricing of the exposure to the Company/firm. In other words the rate of interest on the advance will be higher.

4. The choice of getting themselves rated by the credit rating agencies to be assigned the exercise for the purpose would rest with the Company.

5. Charges to get rated and any other fees subsequently to be paid in connection thereof such as Annual surveillance fees etc are to be borne by the borrower.

6. Kindly arrange to get rated your company/firm latest by 31.12.08. Unrated Companies/units will be charged interest 0.50% over and above the applicable rate with effect from 01.01.09.

Yours faithfully


CHIEF MANAGER

Managing Director.

భాగస్వామ్య పత్రము

30-07-07

భారతీయ స్టేట్ బ్యాంకు

HYDERABAD- 37

٨٥٣

Dear Sir,

మహాశయ

మొదలై నవి
సందర్భానుసారము
వ్రాయవలెను.

For Alpine Estates For Alpine Estates For Alpine Estates

Deely

Partners

Partners

Partner

यादी बैंक हमारी प्रार्थना स्वीकार करके फर्म के नाम खाता खोलता है तो हम फर्म को बाध्य करने का आशय से उत्तरदायित्व लेते हैं और अपने का तथा अपनी-अपनी निजी सम्पत्ति के तत्समय के लिए नियुक्त करते हैं।

In the event of the Bank according to our request and opening an account in the name of the firm we undertake with the intention of binding the firm as for the time being constituted ourselves and our respective estates.

బ్యాంక్ మా ప్రార్థనపై మా వాణిజ్య సంస్థ పేర బాంక్ ప్రారంభించుటకు సమ్మతించిన వ్యక్తుల వాణిజ్య సంస్థను కట్టుబాటు చేసే సంకల్పంతో తత్సమయంలో మా మా ఆస్తులను వినియోగించుటకు బాధ్యత వహించుచున్నాము.

1. जब कभी भी फर्म में कोई परिवर्तन होगा उसी के अनुसार बैंक की उक्त शाखा को तुरन्त जो लिखित रूप में सूचना दी जायेगी। और

1. Whenever any change occurs in the said firm, to give notice there of to above branch of the Bank at once in writing and that

1 ఉదహరించిన వాణిజ్య సంస్థలో ఎప్పుడైనా ఏదైనా మార్పు కలిగినచో వెంటనే బ్యాంక్ యొక్క పై శాఖకు లిఖిత పూర్వకంగా తెలియపరచెదమనియు.

2. बैंक की उक्त शाखा को उपरोक्त सूचना के न मिलने तक और भारतीय भागीदारों अधि-नियम 1932 की किसी भी धारा के बाबजूद बैंक को हम में से प्रत्येक मृत्यु अथवा दिवालियापन को स्थिती में, हमारी सम्पत्ति को फर्म का भागीदार समझने का अधिकार होगा और तदनुसार हममें से उन सब का हस्ताक्षर को सम्मान देने का अधिकार होगा जो फर्म के नाम पर हस्ताक्षर करने के लिए अधिकृत है जिससे फर्म, हममें से प्रत्येक तथा हमारी अपनी निजी सम्पत्ति बंधनकारी हो। और

2. Until receipt of such notice by the above branch or the Bank and notwithstanding and provisions of the Indian Partnership Act, 1932 the Bank shall be entitled to regard each of us and in case of death or insolvency our estates as partners of the firm and accordingly entitled to honour the signatures of those of us who on behalf of the firm are authorised to sign in the firm's name as binding the firm and each of us and our respective states and that.

2. బ్యాంక్ పై శాఖకు ఆ సూచన అందేవరకు భారతీయ భాగస్వామ్య చట్టము 1932 లో ఏవిధంగా ప్రాయబడినప్పటికీ మాలో ప్రతి ఒక్కరినీ, లేక ఎవరైనా మరణించిన లేక దివాలా తీసిన సందర్భంలో మా ఆస్తులను వాణిజ్య సంస్థయొక్క భాగస్వాములుగా భావించుటకునూ మరియు తదనుసారంగా వాణిజ్య సంస్థను, మమ్మును మరియు మా మా ఆస్తులను కట్టుబాటు చేయుటకు వాణిజ్య సంస్థ పేర మాలో వాణిజ్య సంస్థ తరపున సంతకము చేయుటకు అధికారమివ్వబడిన వారి సంతకమును అంగీకరించుటకు బ్యాంక్ కు హక్కు కలదనియు.

3. उक्त अधिनियम की किसी भी धारा या फर्म को सदस्यता में किसी प्रकार के परिवर्तन के बावजूद वह सब कार्य जो कि बैंक को उपरोक्त प्रकार से सूचना मिलने से पूर्व फर्म की ओर से साभिप्राय किये गये हैं, फर्म पर, हममें से हर एक पर तथा हमारी अपनी-अपनी निजी सम्पत्ति पर बाध्य होगे। और जब तक उक्त कार्य के लिए दायित्व उनमोचित नहीं हो जाता तब तक हमारी फर्म, हममें से हर एक और हमारी अपनी-अपनी निजी सम्पत्ति का दायित्व जारी रहेगा।

3. Notwithstanding any provisions of the said Act or any change in the membership of the firm all acts purporting to be done on behalf of the firm before the Bank shall have received notice in manner aforesaid shall be binding on the firm and each of us and our respective estates and the liability of the firm and of each of us and of our respective estates shall have been discharged.

3. పై చట్టములో ఏమి ప్రాయబడినప్పటికీ, లేక వాణిజ్య సంస్థలో భాగస్వాముల మార్పిడి జరిగినప్పటికీ, వాణిజ్య సంస్థ తరపున బ్యాంకుకు పైన చెప్పినట్లు సూచన అందే ముందు ఏ ఏ కార్యములు నిర్వహించబడినచో అట్టి కార్యములు వాణిజ్య సంస్థను మరియు మాలో ప్రతి ఒక్కరిని మరియు మా తాలూకా వేర్యరు ఆస్తులను కట్టుదిట్టము చేయును. మరియు వాణిజ్య సంస్థ యొక్క బాధ్యత మరియు మాలో ప్రతి ఒక్కరినీ మరియు మా తాలూకా వేర్యరు ఆస్తులను కట్టుదిట్టము చేయును.

For Alpine Estates

For Alpine Estates

[Signature]

Partner

For Alpine Estates

For Alpine Estates

Partner

For Alpine Estates

For Alpine Estates

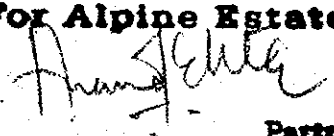
[Signature]

Partner

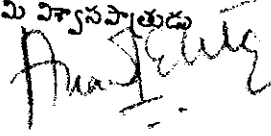
For Modi Properties & Investments Pvt. Ltd.

- * नीचे उन सब भागीदारों के नाम दिये जा रहे हैं जिन्होंने कि इस पत्र पर हस्ताक्षर नहीं किये।
 * The names of all partners who have not signed this letter are given below.
 * ఈ పత్రముపై సంతకము చేయని భాగస్వాములందరి పేర్లు ఈ క్రింద ఈయబడినవి.

For Alpine Estates

1. श्री
Mr.  Partner
फर्म के लिए इस प्रकार से हस्ताक्षर करेंगे :
will sign on behalf of the firm as follows :—

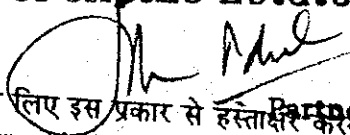
भवदीय
Yours fiathfully

मि. भाग्यसिंह


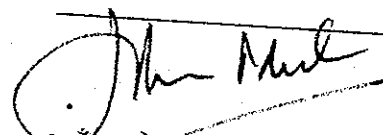
यहाँ उनके अपने हस्ताक्षर
His personl signature here

1. श्री
वालेबु नन्तु तुरुन च विरंगा सन्तकं चैयुदुरु.

For Alpine Estates

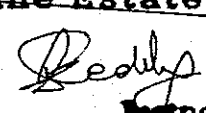
2. श्री
Mr.  Partner
फर्म के लिए इस प्रकार से हस्ताक्षर करेंगे :
will sign on behalf of the firm as follows :—

अचल वारी वृत्तिगत सन्तकमु

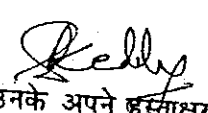

यहाँ उनके अपने हस्ताक्षर
His personl signature here

2. श्री
वालेबु नन्तु तुरुन च विरंगा सन्तकं चैयुदुरु.

For Alpine Estates

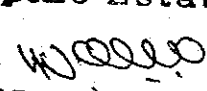
3. श्री
Mr.  Partner
फर्म के लिए इस प्रकार से हस्ताक्षर करेंगे :
will sign on behalf of the firm as follows :—

अचल वारी वृत्तिगत सन्तकमु

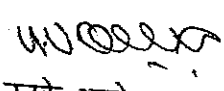

यहाँ उनके अपने हस्ताक्षर
His personl signature here

3. श्री
वालेबु नन्तु तुरुन च विरंगा सन्तकं चैयुदुरु.

For Alpine Estates

4. श्री
Mr.  Partner
फर्म के लिए इस प्रकार से हस्ताक्षर करेंगे :
will sign on behalf of the firm as follows :—

अचल वारी वृत्तिगत सन्तकमु


यहाँ उनके अपने हस्ताक्षर
His personl signature here

4. శ్రీ
వాణిజ్య సంస్థ తరపున ఈ విధంగా సంతకం చేయుదురు.

ఇచ్చట వారి వ్యక్తిగత సంతకము

For Alpine Estates

5. శ్రీ
Mr. BM
ఫర్మ కే లిఫ్ ఇస ప్రకార సే హస్తాక్షర కరిగి :
will sign on behalf of the firm as follows :—

యహీ ఉనకే అపనె హస్తాక్షర
His personal signature here

5. శ్రీ
వాణిజ్య సంస్థ తరపున ఈ విధంగా సంతకం చేయుదురు.

ఇచ్చట వారి వ్యక్తిగత సంతకము

For Alpine Estates

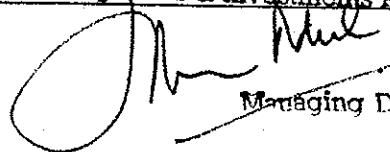
6. శ్రీ
Mr. RM
ఫర్మ కే లిఫ్ ఇస ప్రకార సే హస్తాక్షర కరిగి :
will sign on behalf of the firm as follows :—

యహీ ఉనకే అపనె హస్తాక్షర
His personal signature here

6. శ్రీ
వాణిజ్య సంస్థ తరపున ఈ విధంగా సంతకం చేయుదురు.

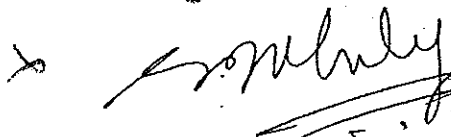
ఇచ్చట వారి వ్యక్తిగత సంతకము

For Modi Properties & Investments Pvt. Ltd.


Managing Director

- * జిన భాగీదారో నె హస్తాక్షర నహీ కియె ఉనకా వివరణ
* PARTICULARS OF PARTNERS WHO HAVE NOT SIGNED
* సంతకము చేయని భాగస్వాముల వివరములు

Common Seal witness
Gaurang Reddy


నామ
Name
పేరు

కారణ
Reason
కారణము

[illegible][illegible]

ALPINE ESTATES

5-4-184/384, 2nd Floor,
Soham Man Gou, M. G. Road
Secunderabad.

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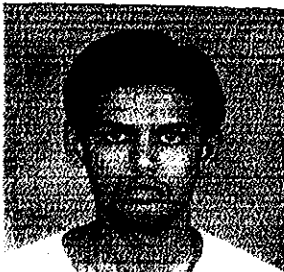
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1. Rakhee Mehta

For Alpine Estates ^{Partners}

2. Soham Math

~~For Alpine Estate~~ ^{Partners}

3. Y. Vijay Kumar

~~CONFIDENTIAL~~

अन्य जानकारी / OTHER INFORMATION

संस्थापना / निगमन की तिथि..... विक्रय उत्पाद कर पंजीकरण संख्या.....
 Date of establishment/incorporation 25/01/2007 Sales/Excise Tax Reg. No.....
 जीएसटी / जीआईआर नं. अधिकाधिकार नियमावली का कार्य 60/61.....
 PAN/GIR number or Form 60/61 of Income Tax rules..... AANFA 5250 F
 व्यवसाय का प्रकार..... आय का स्रोत.....
 Nature of business Real Estate Developer, Manager, under contractor Source of income.....
 वार्षिक आबर्त..... निवल मालियत..... निवल लाभ..... (पिछले तुल्य पत्र के अनुसार)
 Annual Turnover..... Net worth..... Net Profit..... (As per last balance sheet)
 एसबीआई की..... शाखा से संचालित.....
 Dealing with SBI : Since (Year)..... at..... से लेनदेन है
 खाते का प्रकार..... ब्रंच सुविधाएं (एसबीआई) (यदि कोई है तो)..... Branch.....
 Nature of Account..... Credit facilities (SBI) (If any).....
 अन्य बैंकों के साथ लेनदेन का विवरण (बैंक, शाखा का नाम, वहां खाते का प्रकार आदि निर्दिष्ट करें)
 Dealing with other banks (specify name of bank, branch, type of account thereat etc.)

मैं / हम चालू खाते के प्रयोग में बैंक के नियमों का पालन करने के लिए सहमत हूँ / हैं और पुष्टि करता हूँ / करते हैं कि ऊपर दी गई जानकारी ठीक है।
 I/We agree to abide by the bank's rules relating to the conduct of current accounts and confirm that the information furnished above are correct.

भवदीय
 Yours faithfully
For Alpine Estates
 Partner

1.	For Alpine Estates Partner	दिनांक / Date
2.		दिनांक / Date
3.	For Alpine Estates Partner	दिनांक / Date

(स्वतन्त्र / सभी भागीदार / सहदायिक / व्यक्तियों के नाम जो खाता परिचालन के लिए प्राधिकृत हैं, द्वारा हस्ताक्षरित किया जाए)
 (To be signed by Proprietor/all the partners/coparceners/Persons authorised to operate the Account (With rubber seal))

1) स्वतन्त्र / भागीदारी फर्म / संयुक्त हिंदू परिवार के मामले में पूरी की गयी औपचारिकताओं की जाँचसूची / CHECK LIST OF FORMALITIES OBSERVED IN RESPECT OF PROPRIETORSHIP/ PARTNERSHIP FIRMS / JOINT HINDU FAMILY

स्वतन्त्र / भागीदार / कर्ता / सहदायिक का / के नाम Name(s) of Proprietor/Partners/Coparceners	राष्ट्रियता Nationality	पता (टेलीफोन / फैक्स/मोबाईल/ई-मेल आदि के साथ) Address (With Tel/Fax/Mobile/E-mail Etc.)
1. For Alpine Estates Partner		
2. For Alpine Estates Partner		
3. For Alpine Estates Partner		

Mode of operation in case of partnership to be indicated :
 (अर्थात् सभी भागीदार संयुक्त रूप से / अलग-अलग (एकदम) भागीदार 1 और 2 संयुक्त रूप से / अलग-अलग (एकदम) आदि)
 (VIZ., All Partners jointly/severally (singly), partner 1 & 2 jointly / severally (singly) etc.)

Other Seventh Fasten Or Fourth Fasten and Second Such Fast.

Partners shall be either second partners of the firm
(VIZ., All Partners jointly/severally (singly), partner 1 & 2 jointly / severally (singly) etc.)

2. परिचय / पहचान के विवरण / Particulars of Introduction/Identification

क. यदि आवेदक पहले से शाखा का / के ग्राहक है / हैं तो कृपया खाता संख्या दें / (a). If the applicant(s) is / are already a customer of the Branch please give account number

[illegible]

ख. परिचय दाता का नाम, व्यवसाय और पता (टेलिफोन/फैक्स/मोबाइल/ई-मेल आदि) / (b) Name, Occupation and Address of Introducer (with telephone/fax/mobile/E-mail etc.).....

परिचय दाता की खाता-संख्या /
Introducer's Account No.

[illegible]

वर्ष / Since

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 से

ग. मैं / हम प्रमाणित करता हूँ / करते हैं कि उपर्युक्त फर्म के स्वत्वधारी / भागीदारों को मैं / हम व्यक्तिगत रूप से पहचानता हूँ / पहचानते हैं और खाता खोलने के उसके / उनके आवेदन पत्र में उल्लिखित व्यवसाय और पते की मैं पुष्टि करता हूँ / हम पुष्टि करते हैं । / (c) I/We certify that the proprietor/partners of the above firms is/are known to me/us personally and confirm the occupation and address stated in his/her/their application to open the account.

परिचयदाता के हस्ताक्षर सत्यापित / Signature of Introducer verified

परिचयदाता के हस्ताक्षर
Signature of Introducer

प्राधिकृत अधिकारी/ Authorised Official

3. सीओएस 37 पर सभी भागीदारों द्वारा हस्ताक्षरित दिनांक और क्र का भागीदारी पत्र प्राप्त हुआ. (भागीदारी फर्म के मामले में अनिवार्य रूप से प्राप्त किया जाए)

Partnership letter dated.....and No.....obtained on Cos 37, signed by all partners. (To be compulsorily obtained in case of partnership firms)

4. दिनांक का भागीदारी विलेख (जहां कहीं उपलब्ध हो)

Partnership Deed dated.....(Wherever available)

5. सीओएस 38 पर सभी वधस्क सहदायिकों द्वारा हस्ताक्षरित दिनांक और क्र का संयुक्त हिंदू परिवार पत्र प्राप्त किया गया (संयुक्त हिन्दू परिवार के मामले में अनिवार्य रूप से प्राप्त किया जाय)

Joint Hindu Family Letter dated..... and No.....
obtained on Cos 38, signed by all the adult coparceners. (To be compulsorily obtained in case of Joint Hindu Family)

6. सभी स्वत्वधारियों, भागीदारों, सहदायिकों, कर्ता (जो भी लागू हो) के मामले में वैयक्तिक जानकारी पत्र प्राप्त किया गया
Personal Information Sheet obtained in respect of all i.e. proprietor, partners, coparceners, karta (whichever applicable)

II) लिमिटेड कंपनियों के मामले में पूरी की गयी औपचारिकताओं की जाँचसूची / CHECK LIST OF FORMALITIES OBSERVED IN RESPECT OF LIMITED COMPANIES

1. दिनांक का निगमन प्रमाणपत्र (निरीक्षण कर लौटाने हेतु) इसकी एक प्रति रख ली गयी है.

Certificate of Incorporation dated..... (for inspection and return). A copy of the same is retained.

2. दिनांक..... को पंजीकृत संस्था के बहिर्नियम तथा संस्था के दिनांक..... के अंतर्नियम की एक-एक प्रति प्राप्त हुई।

Copy of the Memorandum of Association registered on..... and Articles of Association dated.....
obtained.

3. संयुक्त स्टॉक कंपनी के रजिस्ट्रार का दिनांक का आशय का प्रमाण पत्र कि कंपनी व्यवसाय शुरू करने की पात्र है (निरीक्षण और अटर्नी अधिकार रजिस्ट्रार में प्रविष्टि के बाद लौटाने के लिये)। इसकी एक प्रति रख ली गयी है।
(सावधानी : इस प्रमाणपत्र की आवश्यकता नहीं है, यदि,
क). कंपनी निजी कंपनी है.
ख). कंपनी 1913 के पहले पंजीकृत हुई थी और उसने सार्वजनिक शेयर जारी न किए हों.
ग). कंपनी गारंटी द्वारा लिमिटेड हो और उसकी शेयर पूंजी न हो.

Certificate of Registrar of Joint Stock Companies dated that the Company is entitled to commence business (for inspection, entry in the Power of Attorney Register and return). A copy of the same is retained.

(This certificate is not required when,

- The company is a private company.
- The company was registered before 1913 and does not invite the public to subscribe for shares.
- The company is Limited by guarantee and does not have a share capital).

4. खाते के संचालन के संबंध में दिनांक के संकल्प की प्रमाणीकृत प्रति कुछ सीमा तक निम्नांकित शैली पर प्राप्त की गई.
हम एतद्वारा प्रमाणित करते हैं कि दिनांक को आयोजित बोर्ड की बैठक में कंपनी के निदेशक बोर्ड ने निम्नांकित प्रस्ताव पारित किया था और इसे कंपनी की कार्य विवरण बही में विधिवत अभिलेखित किया गया है.
"संकल्प:- कंपनी का बैंक खाता भारतीय स्टेट बैंक में खोला जाए, उक्त बैंक द्वारा कंपनी की ओर से आहरित, स्वीकृत अथवा तैयार चेकों, विनिमय पत्रों, और वजन-पत्रों के भुगतान और कंपनी के लेनदेन के संबंध में खाते के संचालन संबंधी किसी भी अनुदेश, चाहे उससे खाता अधिआहरित हो या नहीं, के अनुसार कार्य करने के लिए प्राधिकृत है और रहेगा.

Certified copy of a resolution dated regulating the conduct of the account, obtained, some what on the following terms :-

We hereby certify that the following resolution of the Board of directors of the Company, Limited was passed at a meeting of the Board held on the and has been duly recorded in the Minute Book of the said Company :- "resolved :- that a bank account for the Company be opened with the State bank of India, and that the said Bank be and is hereby authorised to honour cheques, bills of exchange and promissory notes drawn, accepted or made on behalf of the Company by and to act on any instructions so given relating to the account, whether the same be overdrawn or not, or relating to the transactions of the Company."

sd/-
सचिव / Secretary

sd/-
अध्यक्ष / Chairman

sd/-
निदेशक / Directors

5. अध्यक्ष / प्रबंध निदेशक / मुख्य प्रवर्तक का वैयक्तिक जानकारी पत्र प्राप्त किया गया।

Personal Information sheet of the Chairman/Managing Director / Chief Promoter obtained

III) क्लब, संघ, सोसायटी, न्यास के नाम के खाते और अन्य प्रत्ययी प्रकार के खातों के संबंध में पूरी की गयी औपचारिकताओं की जाँचसूची / CHECK LIST OF FORMALITIES OBSERVED IN RESPECT OF ACCOUNTS IN THE NAMES OF CLUBS, ASSOCIATIONS, SOCIETIES, TRUSTS AND OF ACCOUNTS OF OTHER FIDUCIARY NATURE

1. दिनांक को पंजीकृत संस्था के बहिर्नियम की प्रति तथा संस्था के दिनांक के अंतरनियम की प्रति प्राप्त हुई.
Copy of the Memorandum of Association registered on and Articles of Association dated obtained.
2. सोसायटी के दिनांक के उप-नियम और खाता-संचालन के नियमन के बारे में दिनांक के संकल्प की प्रति प्राप्त हुई.
Copy of the Bye Laws dated and resolution dated of the Society, regulating the conduct of the account, obtained.
3. दिनांक के सरकार / सैनिक आदेश प्राप्त (जो भी लागू हो).
Government/Military Order dated Obtained (whichever applicable)
4. दिनांक के न्यास विलेख के प्रासंगिक अंशों की प्रति प्राप्त कर उसका अवलोकन किया गया. उसमें चेकों पर हस्ताक्षर, प्राधिकार प्रत्यायोजन, उधार लेने संबंधी अंशों को गौर से देखा गया. प्रासंगिक अंश अटर्नी अधिकार रजिस्टर में प्रविष्ट किए गए.
Copy of relevant extracts of trust deed dated obtained and perused, with special emphasis on the powers of the trustees to sign cheques, delegation of authority, borrow money etc. The relevant portions are entered in the Power of Attorney register.
5. सचिव / अध्यक्ष / प्रबंधक न्यासी आदि का वैयक्तिक जानकारी पत्र प्राप्त हुआ.
Personal Information sheet of Secretary/President/Managing Trustee etc. obtained.

IV) निष्पादक, प्रशासक और परिसमापक के संबंध में पूरी की गयी औपचारिकताओं की जाँचसूची / CHECK LIST OF FORMALITIES OBSERVED IN RESPECT OF EXECUTORS, ADMINISTRATORS AND LIQUIDATORS.

1. कंपनी अधिनियम के अंतर्गत दिनांक का प्रोबेट अथवा प्रशासक अथवा प्राधिकार पत्र प्राप्त (निरीक्षण और विविध प्रलेख रजिस्टर में प्रविष्टि कर लौटाने हेतु) इसकी एक प्रति रख ली गयी है.
Probate or letter of administration or authority under the Companies Act dated obtained (for inspection, entry in miscellaneous documents register and return), A copy of the same is retained.
- (i) यदि एक से ज्यादा निष्पादक/प्रशासक/परिसमापक नियुक्त किए गए हैं तो खाते के संचालन संबंधी नियमन पर सभी के द्वारा हस्ताक्षरित प्राधिकार-पत्र प्राप्त किया जाए.
In case more than one executors/administrators/liquidators are appointed, letter of authority signed by all of them regulating the conduct of the account, must be obtained.
- ii. निष्पादक/प्रशासक/परिसमापक अपने अधिकार सामान्यतः अन्य पक्ष को प्रत्यायोजित नहीं कर सकते.)
Executors/administrator/liquidators cannot normally delegate their powers to third parties).

कार्यालयी उपयोग हेतु / FOR OFFICE USE

1. आवेदकों से बतचीत की गई और प्रयोजन की जानकारी प्राप्त की गई (उल्लेख)
Applicant(s) interviewed and purpose ascertained (description)
2. परिचयकर्ता शाखा में आए तथा (नाम) के द्वारा उनके विषय में जानकारी प्राप्त की गयी.
Introducer called at the branch and interviewed by (Name)
3. परिचयकर्ता शाखा में नहीं आए लेकिन (संचार माध्यम) के द्वारा पुष्टि प्राप्त की गयी
Introducer did not call at the branch but confirmation obtained by (Mode of communication)
4. पहचान का विवरण (एकल स्वत्वधारी) (प्रलेखों की फोटोकॉपियाँ प्राप्त की गई)
Particulars of identification (Sole Proprietor) (Photo copies of documents obtained)
5. निम्नलिखित को छोड़कर शेष सामस्त औपचारिकताएँ पूरी कर ली गई हैं / All formalities except the following have been completed
.....
6. प्रारंभिक सीमा रुपये तय की गई और दिनांक को ग्राहक को सूचित किया गया.
Threshold limit Rs. and advised to the customer on

खाता खोले / OPEN THE ACCOUNT शाखा प्रबंधक / प्राधिकृत अधिकारी (हस्ताक्षर) Branch Manager/Authorised Official (Signature) नाम / Name	 को खाता खोला गया / ACCOUNT OPENED ON' खाता क्र. / ACCOUNT NO. सहायक (हस्ताक्षर) Assistant (Signature) नाम / Name अधिकारी (हस्ताक्षर) Officer (Signature) नाम / Name
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7. खाता को बंद किया गया और (दिनांक) को शाखा में अंतरित किया गया.
Account closed on and transferred to branch on

प्राधिकृत अधिकारी / Authorised Official

56206 HPALA आंध्र प्रदेश
144034 FB 001
RS 0200000 25 07 0
INDIA STAMP DUTY ANDHRA PRADESH

56207 HPAILA अथ प्रदेश
178039 PB 0019
000250 25 07 07
STAMP DUTY ANDHRA PRADESH

EX-OFFICIO STAMP VENDOR

202

WYDZIAŁ

SME - 1
Comp No. 265100:

AGREEMENT OF LOAN-CUM-HYPOTHECATION

(to be stamped as an Agreement + Hypothecation + Indemnity + General Power of Attorney)
(Not to be Attested)

	Date of execution	30-07-07
	Place of execution	Hyderabad
3.	Name of the Borrower(s) (Full Name in Block letter(s)) (Father's/Husband's name also to be mentioned)	M/s Alpine Estates
4.	Address of the Borrower(s)	5-4-187/324, Soham Mansion, M.G. Road. Secunderabad - 03
	Telephone No.....Off.....Res Fax No. Fax - E-mail Id	040-66335551 040-27544058
5.	Date of Borrower(s)'s application	20-06-07.
6.	Full name, age, designation / capacity of the person/s executing the Agreement for and on behalf of the Borrower(s) (Ex.: Firm / Company/Society/HUF etc.)	Sri Soham Modi as Managing Partner of M/s Alpine Estates .

For Alpine Estates

Philip E. Est

Partner

For Alpine Estates

4200229

Partners, owners, employees & investors

Contd.

For Alpine Estates

~~Partners~~

~~Partner~~

For Alpine Estates

Alpine Estates
John A. Hill
Partner

Partner

7.	Name and full address of the Bank/Branch	STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955, and having its Central Office at Madam Cama Road, Mumbai 400 021. and a branch among other places at <u>Balanagar, Hyderabad-3:</u> (Full address of the branch to be given)
8.	Aggregate limits sanctioned (in figures and words)	Rs. <u>10,00,00,000/-</u> /- (Rupees <u>Ten Crores Only</u> only)

(The expression 'the Borrower(s)' wherever the context permits shall include Proprietor/s, Partners in a partnership firm, Coparceners of a Joint Hindu family, Trustees of a Trust, Society, Company and its/his/her/their respective heirs, executors, administrators, legal representatives, authorised persons, successors and assigns and the expression 'the Bank / Branch' shall include its successors and assigns)

WHEREAS at the request of the Borrower(s), the Bank has granted or agreed to grant or continue certain credit facilities for the purpose of business/s set out in the Borrower(s)'s application and subsequent correspondence thereto (referred to as the "Borrower's proposal") by way of working capital / fixed capital / flexible loans / foreign currency loans or such other loans / facilities upon execution of documents and creation of securities stipulated in the letter of Arrangement in the manner and on the terms and conditions hereinafter appearing.

NOW IN CONSIDERATION OF THE PREMISES it is agreed by the Borrower(s) hereto as follows:-

- 1 (a) The Bank, at its discretion may grant or agree to grant to continue, all or any of the credit facilities now or hereafter at any time or from time to time upto the above mentioned aggregate limit the details as to the facilities, limits interest, rests and terms of repayment are more specifically mentioned in SCHEDULE-A hereunder written, for the purpose(s) set forth in the Borrower's proposal, which shall be deemed to constitute the basis and part of these presents. The Borrower(s) hereby warrants the correctness of every one of the statements, representations, and undertakes to carry out the Borrower's proposal as set out in its entirety with a further undertaking to notify the Bank in writing of any deviations or modifications thereto immediately upon such occurrence. The credit facilities granted or agreed to be granted or continued, now or hereafter by the Bank (hereinafter referred to as "The said facilities") shall be availed / utilized exclusively by the Borrower(s) for no purposes other than those mentioned in the Borrower(s)'s proposal.

For Alpine Estates

For Alpine Estates

For Mutual Insurance Co. Ltd.

For Alpine Estates

For Alpine Estates

Managing Dir

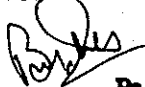
For Alpine Estates

For Alpine Estates

Partner

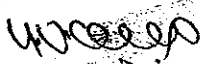
- b) The Borrower(s) agrees that the facilities granted and agreed to be granted or continued shall be governed by the terms and conditions as set out in the Letter of Arrangement as also herein contained as well as those embodied in the relative security documents.
2. a) The Borrower(s) shall pay interest in respect of each of the said facilities at the rates, rests and percentages per annum equal to, above or below the State Bank Advance Rate (SBAR) with a minimum of percentage/s rising and falling therewith as stipulated in Schedule A hereunder or otherwise OR at such rates and rests as may be fixed by the Bank from time to time duly compounded subject to enhancement / revision as hereinafter provided. The interest shall be calculated on the respective daily balances of the amounts under the said facilities and debited thereto on the last working day of the month or quarter or half year as the case may be and compounded at the end of such month or quarter or half-year according to the practices of the Bank. Notice regarding change or the revision in rate of interest and charging of overdue interest is expressly hereby waived by the Borrower(s).
- b) Where the interest is charged by the Bank at a concessionary rate(s) owing to the said facilities being granted under the Interest Subsidy Scheme or any other schemes formulated by the Government and / or the Reserve Bank of India and / or any other authority from time to time, the Borrower(s) agrees and confirms that in the event of the withdrawal, modification and / or variation of such scheme(s), the concessionary rate(s) of interest shall stand withdrawn and the usual rate(s) applicable at the material time shall become effective and be applicable and the Borrower(s) shall also pay the difference between such concessionary rate(s) and the usual rate(s) of interest from the date, the withdrawal or modification or variation becomes effective.
- c) Without prejudice to the above, the Bank shall also be entitled to charge at its own discretion enhanced rate of interest for any irregularity or breach of the terms or any change in the credit rating hereunder. The borrower agrees to pay such enhanced rate without any demur and such charging shall be without prejudice to the other remedies hereunder or by law to proceed further against the Borrower(s) and or the security / ies created.
- 3) The Borrower(s) agrees that any or every change in the rates or rests of interest notified by the Bank in their Website or Notice Boards or in newspapers or made through any entries in the passbook or statement of account sent to the Borrower/s shall be a sufficient notice of such change and be binding on the Borrower(s). The Borrower(s) further acquiesces to the accounting practices of the Bank in this behalf.

For Alpine Estates



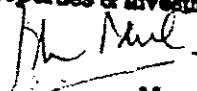
Partner

For Alpine Estates



Partner

For Modi Properties & Investments Ltd.

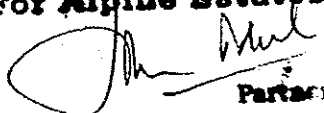


Managing Director

For Alpine Estates

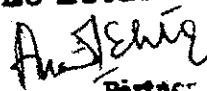


For Alpine Estates



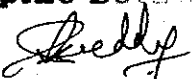
Partner

For Alpine Estates



Partner

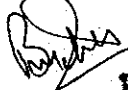
For Alpine Estates



Partner

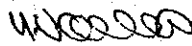
- 4) The Borrower(s) expressly agrees that the said facilities or the terms thereof may be revised or cancelled at the Bank's discretion for any reason whatsoever such as Bank's policy or Borrower(s) conduct of the accounts and the Borrower(s) hereby agrees to repay all the monies at once due to the Bank and or abide by such new or revised terms and conditions.
- 5) a) The Borrower(s) shall pay all the balances owing and outstanding under or at the foot of the accounts under or in respect of the said facilities on demand inclusive of interest compounded monthly or quarterly or half-yearly as the case may be upto the date of payment including accrued by unapplied interest together with all service charges, commitment charges, overdue / enhanced rate of interest, costs, charges and expenses (including the legal costs between the client and advocate on full indemnity basis) and all such monies debited or accrued in the accounts in respect of the said facilities immediately upon demand being made by the Bank or in accordance with the terms stipulated for each of the said facilities as the case may be.
- b) Without prejudice to the above, in the case of Term Loan facility the Borrower(s) shall repay the amounts of the said Term Loan by monthly or quarterly or half yearly or yearly installments as stipulated by the Bank. Notwithstanding anything contained herein or in any law for the time being in force, the Bank may at the request of the Borrower(s), permit or has permitted the Borrower(s) to avail the Term Loan facility either in one lumpsum or in stages as and when the same is requested. Each such portion of the availed Term Loan will be debited to the Term Loan facility and the number of installments and the amounts in respect of each of the installments will be intimated to the Borrower(s) by means of a separate communication at the time of disbursement of each portion of the availed Term Loan, each of which communications and the letter/s of request of the Borrower(s) shall become part of these presents upon such issuance and the Borrower(s) hereby agrees to be bound by the terms and conditions stipulated therein by the Bank.
- 6) a) In the case of Open Term Loan facility, the Borrower(s) shall be required to avail and utilise the said facility within such period from the date of its sanction (referred to as the currency of sanction) and for such specified purposes as may be expressly stipulated in the Letter of Arrangement by the Bank, provided however that the Borrower(s) shall have the flexibility or the option to avail the said Term Loan either in one lumpsum or in stages or at such intervals or at multiple times as the Borrower(s) may desire subject to strict compliance or adherence to the stipulation as to the maximum time limit of the prescribed period and to the aggregate limit in the said facility.

For Alpine Estates



Partner

For Alpine Estates



Partner

For Mutual Properties & Investments Ltd.

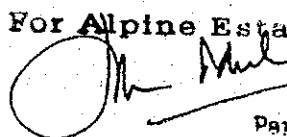
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For Alpine Estates



Partner

For Alpine Estates

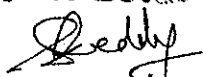


Partner



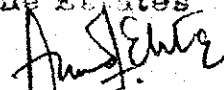
Managing Director

For Alpine Estates



Partner

For Alpine Estates



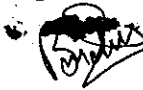
Partner

Alpine

:: 5 ::

- b) The Borrower(s) expressly agrees that in the event of / in case the limits or portions of the said facility have been / are partially availed and utilized or remain unutilised within the prescribed period, then and in that event, the limit itself or such portion of the unutilized portion of the limit in the said facility shall expire and be not available to the Borrower(s) to any intent and for any purpose of whatsoever nature including the specified purposes prescribed in the Letter of Arrangement.
- c) The Borrower(s) acknowledges and agrees that the Bank is/shall be at liberty to effect disbursements in the said facility for each component of the sanction corresponding / relating to each of the specified purposes, as sub-limits or loans and such instalmental disbursements shall, in case the Bank so chooses, be treated as though such incremental disbursements are individual loans for its accounting purposes / practices and in all such cases the period of repayment for each such sub-limits or loans shall commence from the date of respective disbursements for each sub-limits or loans. Notwithstanding the above discretion of the Bank, the Bank may also with the consent of the Borrower(s) combine and constitute all sub-limits or loans as one limit or loan by rearranging or rescheduling the repayment schedules of such sub-limits and loans at the end of the currency of sanction in such manner that the maximum period of repayment shall not exceed the period prescribed in the Letter of Arrangement.
- d) The Borrower(s) agrees that in the case of multiple disbursals of the said facility, the installments for each purpose of disbursements and the amounts in respect of each instalment and the number of installments will be intimated to the Borrower(s) by the Bank, by separate communications or exchange of letters in this behalf between the Bank and Borrower(s), each of which communications and letter/s of request of the Borrower(s) or the aforesaid said letters exchanged shall become part of these presents and the Borrower(s) hereby agrees to be bound by the terms and conditions stipulated therein by the Bank in such manner that the maximum period of repayment shall not exceed the period stipulated in the Letter of Arrangement.
7. The Borrower(s) hereby agrees that all present and future stocks, raw materials, goods, book-debts, and vehicles and all other movable assets of the Borrower(s) including receivables, documents of title to goods, outstanding monies, bills, invoices documents, contracts, insurance policies, guarantees, engagements, securities, investments and rights and the present machinery listed in SCHEDULE-B hereunder and all the future machinery belonging to or in the possession or control of the Borrower(s) wherever lying, stored and kept and whether in possession of the Borrower(s) or of the Bank or of any third party, whether in India or elsewhere including all such goods, vehicles, other movable assets as may be in the course of shipment, transit or delivery and all the machinery, vehicles, and other equipment items of whatever nature acquired by the Borrower(s) pursuant or subsequent to these presents hereby agreed to be furnished in Form

For Alpine Estates


Partner

For Alpine Estates

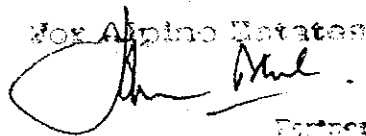

Partner

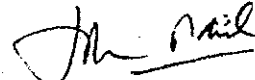
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For Alpine Estates

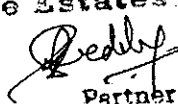

Partner

For Alpine Estates

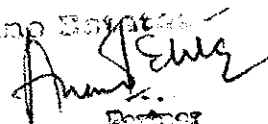

Partner


Managing Director.

For Alpine Estates


Partner

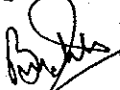
For Alpine Estates


Partner

SME-2A (hereinafter collectively referred to as "the said assets") shall stand hypothecated to the Bank by way of first charge as security for the due repayment and discharge by the Borrower(s) to the bank on demand of all the monies, at any time payable by the Borrower(s) under or in respect of the said facilities and whether for principal, interest, service charges, commitment charges, commission, discount or for costs, charges and expenses or all other monies payable hereunder or in respect of any liability undertaken by the Bank for the Borrower(s) and / or which may be incurred by the Bank and also for the due observance, performance and discharge of all obligations arising hereunder provided however, that where the Bank has at the specific request of the Borrower/s and in its sole discretion communicated in writing to the Borrower/s that in respect of any specific facility/limit, this charge by way of hypothecation will not operate, such facility/limit shall be deemed as not having been secured by hypothecation by the Borrower(s) as stated hereinabove notwithstanding the incorporation such specific facility/limit in the Schedules hereunder written.

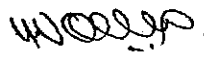
8. That all the said assets hereunder secured are the absolute property of the Borrower(s) at its sole disposal and free from any prior encumbrances, attachments, charges and that all further assets that may be secured shall likewise be unencumbered, absolute and disposable property of the Borrower(s). The Borrower(s) further confirms that the said assets are not subject matter of any proceedings or attachments under the Income Tax Act 1961 or any Sales Tax laws or under any other like fiscal laws for the time being in force.
9. The Bank shall not in any way be responsible for the quantity, quality, weight, value and final condition of the said assets when they come into its possession and / or for any loss, destruction or deterioration or damage occasioned by theft, pilferage, robbery, fire, riots and civil commotion, malicious damages or howsoever may arise including any act, negligence, omission, default of the officers of the Bank or its agents.
10. The Borrower(s) hereby agrees that notwithstanding anything contained herein or in any other documents, the entire balances then due under the said facilities shall, if so decided by the Bank, become forthwith due and payable upon the happening of any of the following events and the Bank shall be entitled to enforce its security;
 - a) Any instalment of the principal or interest remaining unpaid and in arrears for a period of one month after the due date whether demanded or not;
 - b) The borrower committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal or any other documents;

For Alpine Estates



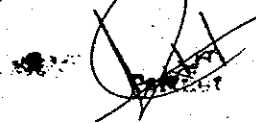
Partner

For Alpine Estates



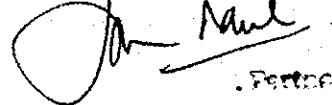
Partner

For Alpine Estates



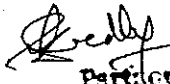
Partner

For Alpine Estates



Partner

For Alpine Estates



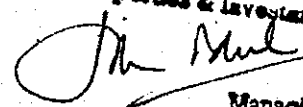
Partner

For Alpine Estates



Partner

For Modi Properties & Investments Pvt. Ltd.



Managing Director

Contd. 7..

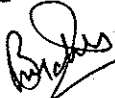
- c) If any of the representations or the documents furnished by the Borrower(s) in its application are found to be untrue or false or incorrect;
- d) Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;
- e) Any execution or other similar process being levied or enforced against the borrower;
- f) If an order is made or a resolution passed for the winding up or a petition of winding up is filed or notice of meeting to pass such a resolution is issued.
- g) If the borrower ceases to carry on business or threatens not to carry on business.
- h) If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Borrower(s)'s capacity to repay any amounts under the said facilities;
- i) If the Borrower(s) does not submit the required statements or misutilises / diverts the monies or the said assets without the Bank's prior permission / knowledge.

Whether any of the above events has happened or not, the decision of the Bank shall be conclusive, final and binding on the Borrower(s).

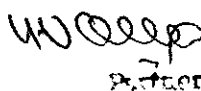
PROVIDED ALWAYS THAT the Bank may in its discretion refrain from forthwith enforcing its rights hereunder inspite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Bank any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Bank are only cumulative and not exclusive.

- 11. The Bank and its nominees shall without notice but at the Borrower(s)'s risk and expenses and as its Attorney, be entitled to enter any place where the said assets, books of accounts, vouchers, records, other documents relating thereto may be and inspect, value, dispose and / or take particulars of all or any part of the said assets and also on any default of the Borrower(s) in payment of any money hereby secured or the performance of any obligation or breach of any terms of this Agreement or terms of sanction or the occurrence of any circumstances which in

For Alpine Estates


Partner

For Alpine Estates


Partner

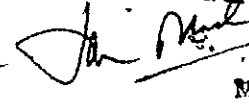
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Ltd.

For Alpine Estates


Partner

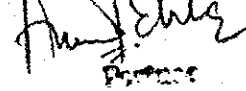
For Modi Properties & Investments Pvt. Ltd.


Managing Director

For Alpine Estates


Partner

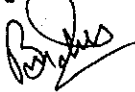
For Alpine Estates


Partner

the opinion of the Bank endangers or is prejudicial to or imperil the security hereby created to take charge of, seize, recover, remove, receive all or any part of the said assets and also all the books of accounts, vouchers, records and other documents relating thereto and thereupon either forthwith or at any time to sell, realize, dispose of and deal with in any manner including by public auction or tender or private contract and whether with or without intervention of the Court all or any part of the said assets and upon such terms as the Bank may deem fit.

12. The Borrower(s) shall at all times indemnify and keep indemnified the Bank from and against all suits, proceedings, costs, charges, claims and demands whatsoever that may at any time arise or be brought or made by any person against the Bank in respect of any acts, matters and things lawfully done or caused to be done in connection with the said assets.
13. a) The Borrower(s) irrevocably constitutes and appoints the Bank to be its Attorney to do and execute for and in the name and on behalf of the Borrower(s) all or any of the acts, deeds and things that is to say to take over and carry on the business, to sign, register, file any applications, forms, contracts, agreements, transfers, acceptances, receipts, and any other documents and to demand, receive, sign and endorse all negotiable instruments, debts, dividends, mandates or other orders for payment of money by whatever nature or delivery, of property, to transfer or realize or deal with any goods, machinery and other movables or immovables, to appoint selling agents, to appoint proxies for voting in the meeting of any Company in which the Borrower(s) holds any shares, debentures, stocks, etc., to attend and represent before any authority or tribunal and for the purpose to sign, execute and deliver all such documents and make all such declarations as may be necessary, generally to act in the premises as fully and effectually with all intents and purposes and to do all things as are necessary and which the Borrower(s) himself would do if personally present, for all and any of the purposes aforesaid to appoint a substitute or substitutes.
- b) The Borrower(s) hereby ratifies and confirms all the acts, things, deeds performed or to be performed by the Bank or its nominee or its substitutes in pursuance of any of the aforesaid powers and the powers hereby conferred shall not be determined or affected by the fact of the Borrower(s) acting personally or through another in the premises.
- c) The aforesaid powers which may be exercised by the Bank in its sole discretion but not obliged to do so shall subsist in favour of the Bank till all the dues are paid by the Borrower(s).

For Alpine Estates



Partner

For Alpine Estates



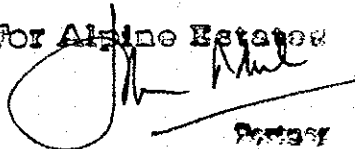
Partner

For Alpine Estates



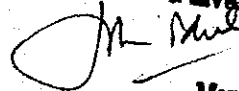
Partner

For Alpine Estates

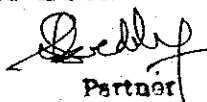


Partner

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



For Alpine Estates



Partner

For Alpine Estates



Partner

14. The Borrower(s) agrees and gives consent without any demur or protestation that
- In the event of default in repayment of any monies or in the performance or breach of any terms or obligations, the Bank and / or the Reserve Bank of India or any other authorised agency will have an absolute discretion or unqualified right, power and authority to disclose or publish names of the borrower(s) and or its directors / partners / office bearers / constituents / members as DEFaulter in such manner as they think fit;
 - The Credit Information Bureau (India) Ltd. or any other authorised agency may use, process, publish or furnish for consideration or otherwise the information disclosed and / or data or products prepared by them to any person, and to other credit granters and confirms that the Borrower(s) shall not raise any dispute whatsoever in that behalf in all respects and to all intents.
15. The Borrower(s) agrees that it shall not induct any person/s who is a director on the Board of a company which is/has been identified as a willful defaulter and that in case such a person is found to be on the Board of the Borrower(s), it would at once take expeditious and effective steps for removal of such persons/s from its Board.
16. This Agreement is a continuing security for all the amounts advanced to the Borrower(s) under the said facilities as also for all interest, costs, charges, expenses and / or other monies, indebtedness and liabilities which may from time to time become due and remain unpaid to the Bank hereunder and shall not be determined or be affected by any account/s becoming nil or coming into credit or being closed at any time or fluctuations or partial payments in any accounts and / or fresh account/s being opened in respect of fresh / revised facilities granted / being granted to the Borrower(s).
17. The bank shall be entitled to adjust, appropriate or set-off or exercise lien of or on all monies, securities, goods, instruments held to the credit or for the benefit of the Borrower(s) on any account or coming into the control or possession of the Bank in any of its branches whether for any specified purpose or otherwise, with or without any particular mandate and whether singly or jointly, towards the discharge and satisfaction of the liability of the Borrower(s).
18. The Borrower(s) shall be liable to the Bank notwithstanding any change in the legal status or constitution of the Borrower(s) whether by way of amalgamation, merger, takeover, dissolution, winding up, insolvency, nationalization or otherwise howsoever either by operation of law or by act of the parties but shall remain in full force and be valid and enforceable against the Borrower(s) including the entitles who shall come into existence upon such change or constitution as if they were the parties to these presents since its inception till full discharge of all the obligations or payments to the Bank.

Contd. 10..

Ltd.
for,

For Alpine Estates

Partner

For Alpine Estates

Partner

For Modi Properties & Investments Pvt. Ltd.

Managing Director.

For Alpine Estates

Partner

For Alpine Estates

Partner

For Alpine Estates

Partner

For Alpine Estates

Partner

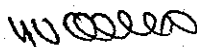
19. If the Borrower(s) be more than one individual or entity, each one or any of them is hereby authorised by the others of them to admit and acknowledge their liability to the Bank by any payment into the account or by way of writing or in any manner otherwise and any such acknowledgment of liability or part payment by any one or more of them shall in addition to his / their personal capacity be deemed to have been made on behalf of each or any of them for the purposes of Sections 18 and 19 of the Limitation Act, 1963.
20. The Borrower(s) agrees that the terms and conditions contained herein and / or the security created on the said assets shall ensure, extend, subsist and be valid and enforceable for the entire aggregate limit including any of the facilities / limits and / or the new facilities / limits within the aggregate limit not intended to be so specifically covered by the securities herein, notwithstanding anything contained to the contrary in any of the relative documents or the granting of increased or totally new facilities / limits or fresh accounts being opened in respect of existing / revised facilities or accounts coming into credit or inter-changeability or cancellation of certain facilities/limits within the aggregate limit granted or agreed to be granted or continued by the Bank to the Borrower(s) by/under these presents.
21. Nothing herein contained shall prejudice any rights or remedies of the Bank in respect of any other present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower(s) to the Bank.
22. The Borrower/s hereby gives free and unambiguous consent for the said facilities granted or agreed to be granted or continued as stated hereinabove by the Bank to the Borrower/s being recovered as a public demand/monies in terms of any Legislation relating to recoveries thereof, where such consent is necessary under such legislation.
23. Any demand or notice to be made or given to the Borrower(s) hereto may be made or given by Facsimile (Fax), Courier or by leaving the same at or by registered post acknowledgment in an envelope addressed to the Borrower(s) at the address mentioned hereinabove and any / every such demand or notice shall be deemed to have been received as the case may be at which it was left or at which it would have been delivered in the ordinary course of post at the above address.

For Alpine Estates



Partner

For Alpine Estates



Partner

For Modi Properties & Investments Pvt. Ltd.

For Alpine Estates



Partner

For Alpine Estates



Partner

Managing Director

Contd. 11..

For Alpine Estates



Partner

For Alpine Estates



Partner

SCHEDULE A HEREINABOVE REFERRED TO

THE FACILITIES WITH THE LIMITS GRANTED / AGREED TO BE GRANTED OR CONTINUED
BY THE BANK IN TERMS OF THESE PRESENTS

WORKING CAPITAL FACILITIES :

Sl No.	Name of the Facility	Limit (Rupees in Lacs)	Rate of interest	Rests for compounding
1.	Cash Credit (Hyp)	1000.00	At SBAR, ie., 12.75% P.a	with monthly rests.
All the above facilities with the limits are payable on-demand				

For Alpine Estates

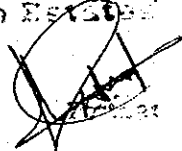

Partner

For Alpine Estates

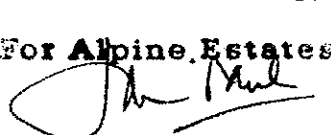

Partner

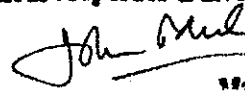
For Modi Properties & Investments Pvt. Ltd

For Alpine Estates


Partner

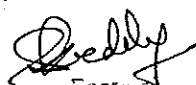
For Alpine Estates


Partner

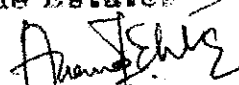

Managing Director

Contd. 12..

For Alpine Estates


Partner

For Alpine Estates


Partner

:: 12 ::

The Term Loan is payable by/in installments of Rs.
(Rupees only) each, and a final instalment of Rs.
(Rupees only) with a start up period of months.
The first instalment to commence on & the last instalment falls due on

OPEN TERM LOAN

SCHEDULE B HEREINABOVE REFERRED TO

[illegible]

Bright

Partner
e Estates
Partner

[Signature]
Partner

4.00000

of Alfredo Escobar
 [Signature]
 [Signature]

Angela
Perkins

John A. Mohr
Manager

Contd. 13..

FOR AI

For All

Alpi

Details of Movable Plant & Machinery / Vehicles					
Description	Date of purchase / make / year	Manufacturer's name	Supplier's Name	Identification marks/numbers Chasis / engine number etc.	Any other particulars

Details of Investments / Insurance policies / Deposit receipts / Securities			
SL.	Description of the securities	Distinctive / certificate number	Value

For Alpine Estates

For Alpine Estates

Contd. 14..

Barker
Partner

Woolley
Partner

For Modi Properties & Investments Pvt. Ltd

For Alpine Estates

For Alpine Estates

Managing Director.

[Signature]
Partner

[Signature]
Partner

For Alpine Estates

For Alpine Estates

[Signature]
Partner

[Signature]
Partner

Description of the machinery, vehicles & other equipment items							
Sl. No.	Description	Make & Year	Model	Identification Marks	Engine No.	Chasis No.	Value / Price

OR ANY OTHER DESCRIPTION / DETAILS

IN WITNESS WHEREOF the Borrower(s) hereto have executed these presents the day, month and year first hereinabove written.

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]

For Alpine Estates

Signature of the Borrower(s)
(Name/s in Block letters)

THE COMMON SEAL OF M/s. Modi Properties & Investments (P) Limited

For Alpine Estates

pursuant to the resolution of the Board of Directors passed in that behalf on the 17th day of July 2007 in the presence of

(i) Sri Gaurang Modi Director

and

(ii) _____ Director.

Note : Names of the Borrower(s) must be written in Block Letters under his signature. In the case of a Company, Board Resolution must be passed and obtained for Bank's record. Common Seal must be affixed as per the Articles of Association of the Company.

For Modi Properties & Investments (P) Ltd.

[Signature]
Managing Director

Common Seal Witness

[Signature] Gaurang Modi

Fuel used in engine	
Horse power	
Maker's classification	
If not known, wheel base	
Seating capacity	
Unladen weight	

Any other description:

3. We hereby confirm and declare that the Bank shall have and shall be deemed always to have first and paramount charge over the aforesaid vehicles/equipment by way of hypothecation in accordance with the terms and conditions mentioned and contained in the aforesaid Agreement of Loan-cum-Hypothecation.

Yours truly,
For Alpine Estates

[Signature]
Partner

Signature of the Borrower(s)
For Alpine Estates

[Signature]
Partner

For Alpine Estates For Modi Properties & Investments Pvt. Ltd.

[Signature]
Managing Director

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

(To be annexed to Form SME-2)

SME- 2A

Unstamped letter furnishing particulars of assets / vehicles / equipment, machines, etc.

To
The Branch Manager,
State Bank of India,
.....Branch

Date : _____

Dear Sirs,

As you are aware, by an Agreement of Loan-cum-Hypothecation dated....., the Bank has at our request granted to us a loan of Rs.....for the purpose of purchasing vehicle / equipment / machines, etc. on the same being secured by hypothecation.

2. We now furnish below the full particulars of vehicles / equipment / machines etc. under hypothecation to the Bank (Referred to in the Agreement of Loan-cum-Hypothecation) as security for the said loan.

Class of Vehicle / equipment	
Maker's name	
Year of Manufacture	
Number of Cylinders / capacity	
Chasis Number	
Engine Number	
Machine serial Number	

For Modi Properties & Investments Pvt. Ltd.

Managing Director

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

For Alpine Estates

[Signature]
Partner

TITLE OPINION AND SEARCH REPORT

C. S. CHAKRAVARTHY, M.A., LL.M., M.B.A.
ADVOCATE

Panel Advocate for S.B.I.

Plot No. 30, SBI Officer's Colony, Moosarambagh, Hyderabad- 36.

Name of the Bank : State Bank of India

Name of the Branch : ---

Nature of property : Proposed Residential Apartments

Details of Property : Mayflower Heights, Land Admeasuring
Ac.1-39 Gts, in Sy.Nos.1/1, Ac.2-00 Gts,
In Sy.No.191 Part, Ac.0-12 Gts, in Sy.No.
2/1/1, Total Admeasuring Ac.4-11 Gts,
Mallapur Village, Uppal Mandal,
Ranga Reddy District.

Name of the owner : M/s. Mayflower Heights

Name of the Borrower : ---

Whether can be accepted for
Creating equitable mortgage : Prospective purchasers of Flats can create
Equitable mortgage of their Sale Deeds
(MASTER OPINION FOR THE PURPOSE
TITLE ONLY)
(Obtain documents as mentioned)



C. S. CHAKRAVARTHY
M.A., LL.M., M.B.A.
ADVOCATE

Tele fax: 24046549
Cell: 9391046708, 9246500898
Plot No. 30, SBI Officer's Colony,
Moosarambagh, Hyderabad-500 036.

Date: 19.06.2007

LEGAL OPINION
FORM OF TITLE DEED SCRUTINY REPORT

Name of the Branch : State Bank of India

Name of the individual/unit : ---

Constitution of the Unit : MASTER OPINION

01) PARTICULARS OF THE DOCUMENTS SCRUTINISED:

S.No.	DATE OF DOCUMENT	NATURE OF DOCUMENTS	ORIGINAL/COPY
a)	31.03.2007	Agreement of Sale cum GPA with Possession Doc. No. 4591/2007	Original
b)	16.09.2006	Sale Deed Doc. No. 15639/2006	Original
c)	23.09.2006	Sale Deed Doc. No. 14056/2006	Original
d)	30.03.2007	Revised Partnership Deed	Original
e)	17.01.2007	Partnership Deed (Alpine Estates)	Original
f)	20.01.2007	Alpine Estates Firm Registration	Original
g)	15.02.2006	GPA Doc. No. 1996/E/2006	Original
h)	15.02.2006	GPA Doc. No. 1995/E/2006	Original
i)	19.01.2007	Supplementary Deed of Partnership	Original
j)	21.08.2006	Partnership Deed (Mayflower Heights)	Original
k)	08.09.2006	Mayflower Heights Firm Registration	Original
l)		Patta Pass Books and Title Deeds of M. Geeta	Xerox
m)		Patta Pass Books and Title Deeds of M.V.N. Rao	Xerox
n)		Patta Pass Book and Title Deeds of M. Suneeta	Xerox
o)		Pahanis (1960-61, 65-66, 70-71, 80-81, 83-84, 90-91, 95-96, 1999-2000)	Xerox
p)	09.08.2006	Panchanama	Xerox
q)	12.10.1992	Death Certificate of Smt. Chandu Bai	Xerox
r)	18.05.1994	Order Passed by MRO, Uppal	Xerox



- | | | | |
|----|------------|--|----------|
| s) | 09.06.1992 | Will Deed | Xerox |
| t) | 29.03.2007 | Approved Plan | Original |
| u) | 09.05.2007 | EC Nos. 12535/2007 issued by SRO,
Uppal from 28.06.1980 to 08.05.2007 | Original |

02) The complete description of immovable property offered as security for creation equitable mortgage/ simple mortgage.

- | | | |
|----|--------------------|---|
| a) | Survey No. | : 1/1, 191 (Part) & 2/1/1 |
| b) | Flat No. | : --- |
| c) | Extent / Area | : 1-39 + 2-00 + 0.12 = Ac.4-11 Gts. |
| d) | Location | : Mayflower Heights, Mallapur (V),
Uppal Mandal, Ranga Reddy District |
| e) | Boundaries of Land | : NORTH: Sy.No.2/1/2;
SOUTH: Village and 1/1;
EAST : Sy.No.2/1/1 and Village;
WEST : Sy.No.2/1/1, 189, 190 and
The Balance Part of Sy.No.
191 & Sy.No.1/1; |

03) Description flow of title in details :

1. As per the documents produced to me, Pahanis from the year 1960-61 onwards showing the name of Smt. Chandu Bai in respect of Sy.Nos.1/1, (Ac.1-39 Gts) 2/1 (Ac.6-28 Gts) and 191 (Ac.2-07 Gts) situated at Mallapur Village, now called as Uppal Mandal, Ranga Reddy District.
2. Smt. Chandu Bai executed Will Deed on 09.06.1992 in favor of her son, daughter in law and grand children. As per the recitals of the said Will Deed her son M.V. Ramana Rao gained Schedule 'D' property of the Will Deed, which includes Ac.5-29 Gts in Sy.No.2/1. Smt. Chandu Bai's granddaughter M. Geeta got Schedule 'E' Property of the Will Deed, which includes Ac.1-39 Gts in Sy.No.1/1. Another granddaughter of Smt. Chandu Bai, Miss. M. Suneeta benefited with Schedule 'E' Property of the Will Deed, which includes Ac.2-07 Gts, in Sy.No.191.



3. Smt. Chandu Bai died on 23.08.1992 as per Death Certificate dated 12.10.1992 issued by MCH. But during her lifetime the said Will Deed was not registered. Hence, I am unable to consider its validity for the purpose of title. However, from the year 1995-96 onwards Pahanis are showing the names of M. Geeta (grand daughter of Late Chandu Bai) in Sy.No.1/1 (Ac.1-39 Gts), M. V. Ramana Rao (son of Late Chandu Bai) in Sy.No.2/1/1 (Ac.4-21 Gts) and M. Suneeta (grand daughter of Late Chandu Bai) in Sy.No.191 (Ac.2-07 Gts) is showing the name of M. Suneeta. Even though the Will Deed is not registered their names were properly mutated in the records of MRO, Uppal, thus confirming the title in the names of M. Geeta, M. Suneeta and M.V. Ramana Rao. In respect of the said lands, the MRO, Uppal Mandal, also confirmed the title of the above three owners, vide his Order dated 18.05.1994.
4. M. Geeta and M. Suneeta jointly sold Ac.3-39 Gts in Sy.No.1/1 and 191 Part (Ac.1-39 Gts + Ac.2-00 Gts) through GPA M.V. Ramana Rao (Validity Doc. Nos. 1995/E/2006 and 1996/E/2006 both dated 14.03.2006 executed on 15.02.2006) to M/s. Mayflower Heights through Sale Deed Doc. No. 15639/2006 dated 16.09.2006 and registered before SRO, Uppal on 23.01.2006.
5. M.V. Ramana Rao sold Ac.0-12 Gts in Sy.No.2/1/1 to M/s. Mayflower Heights through Sale Deed Doc. No. 14056/2006 dated 23.09.2006 and registered before SRO, Uppal.
6. As per Partnership Deed dated 21.08.2006 and Supplementary Deed of Partnership dated 19.01.2007 M/s. Mayflower Heights consists of five partners. The execution and registration powers were given to any one of first two partners and any one out of last three partners.



7. M/s. Mayflower Heights executed Agreement of Sale cum GPA with Possession Doc. No. 4591/2007 dated 31.03.2007 in favor of M/s. Alpine Estates in respect of schedule of properties mentioned in two Registered Sale Deed mentioned supra, and the said document was registered before SRO, Uppal.
8. As per the Partnership Deed dated 17.01.2007 of M/s. Alpine Estates, five members joined as Partners and as per another Partnership Deed dated 30.03.2007 one partner by name Mrs. Surinder Kaur Kohli retired three more joined as partners. Thus, there are seven partners in total.
9. Approved Plan dated 29.03.2007 obtained from Kapra Municipality and HUDA for construction of Apartments in the said lands.
10. M/s. Alpine Estates is the possessor of the said properties with title in the name of M/s. Mayflower Heights.

04) Describe the nature of title (Viz. full ownership rights lease hold rights/occupant/possessory rights or any other)

- a) Whether the lease deed has been registered as required under law?
- b) The period of lease?
- c) Whether there are any prejudicial clauses in the lease deed within is likely to effect the leasehold property offered as security?

-Ownership Rights-

05) Mention if any minors interest is involved. If any whether court permission (except the case HUF property) has been obtained for offering the property as security.

Not applicable.



06) State whether the possession of the property offered as security is in unhindered possession of the mortgage and the period for which he is in such possession?

The property offered as security is in the possession of M/s. Alpine Estates with title in the name of M/s. Mayflower Heights.

07) The period covered under the encumbrance certificates and the encumbrance if any, reflected therein.

On perusal of the EC mentioned at Sl.No.01) (r) to [u] are showing Nil EC from 28.06.1980 to 08.05.2007 with entry of Agreement of Sale cum GPA with Possession Doc. No. 4591/2007, Sale Deed Doc. Nos. 15639/2006 and 15639/2006.

08) Whether Urban Land Ceiling Clearance is required to be obtained before the mortgage is created.

Not applicable.

09) Whether no objection certificate under Income Tax Act, 1961, is to be obtained before the mortgage can be created.

Not necessary.

10) Whether permission for conversion of land from agricultural to residential/commercial use is obtained where necessary.

Approved Plan obtained from HUDA and Kapra Municipality.

11) If the property sought to be mortgaged are agricultural lands, whether the land is within the ceiling limits. The LRAT order may be mentioned if applicable?



Not applicable.

12) Whether from the documents produced there exists any pending litigation's with respect of the property offered as security, if yes, please details:

On perusal of the above said documents, I could not find any pending litigation's existing with respect to the property offered as security.

13) Is the property affected by any local Laws which requires permission to be obtained from any authority. If so, whether such permission has been obtained:

The property is not attracted by any local Laws.

14) In case of partition / settlement deeds, whether the original thereof is available for deposit.

Not applicable.

15) In case of partition deeds, whether the same is registered under the Law from time to time being in force:

Not applicable.

16) In case the mortgage is sought to be created by an Agent under the Power of attorney, Please state whether:

a) The Power of attorney is registered:

b) If authorized, the Agent to deposit the title deeds for creation of mortgage over the properties of the principal:

Not applicable.



17) In case of partnership firms whether the property offered as security belongs to the firm (See 11 of the Partnership Act) or it belongs to one of the partners:

Partnership firms are going to execute Agreements of Sale, Sale Deeds etc, in favor of prospective purchasers of the flats. If the prospective purchaser / borrower is an individual (person or persons) this clause is not applicable. If the purchaser is also a firm then only this clause applies.

18) Whether up to date tax receipts have been verified and it is ensured that there are no arrears of land revenue, municipal taxes, as the case may be over the property.

There are no charges payable to the authorities.

19) In case of devolution of the property by a will, the safeguards to be taken to ensure against impeachment of the title offered as security.

Not applicable.

20) Whether required resolutions have been duly passed by the company / Society, for mortgaging the property in favor of the Bank.

The Bank Authorities may obtain resolutions passed by both the firms M/s. Mayflower Heights and M/s. Alpine Estates about who will be signing (2 partners) on behalf of the firms in respect of Agreement of Sale and Sale Deeds that may be executed in respect of prospective purchasers of flats.

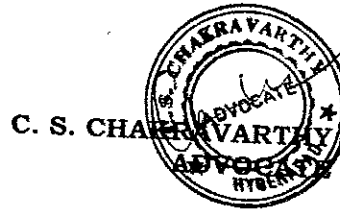
21) Whether the mortgage by deposit of original deeds is possible on the strength of the title deeds scrutinized:

Refer Para No.22.



22) Advocate's certificate regarding the marketability of the title to the property offered for mortgage:

On perusal of the above said documents, I am of the opinion that prospective purchasers of individual flats holds legal and valid title of the property after the execution of Sale Deed in his/her/their favor by the present owners M/s. Mayflower Heights through M/s. Alpine Estates. The property is free from all sorts of encumbrances. The property has clear, absolute and marketable title. The Bank Authorities may obtain resolutions as mentioned in Para No.20 above. The prospective purchasers of individual flats can create mortgage by depositing original title deeds along with other relevant documents as mentioned above at the time of creation of equitable mortgage after obtaining legal opinion for the individual/borrower upon execution of Agreement of Sale.



SEARCH REPORT

Name of the Owner : Mayflower Heights
Name of the Borrower : ---
Name of the Branch : State Bank of India.

Description of Documents:

Document No. 1

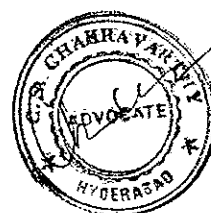
a) Nature of Document : Sale Deed Doc. No. 14056/2006
b) Date of Execution : 23.09.2006
c) Executant : M. Venkat Ramana Rao
d) Claimant : Mayflower Heights
e) Property : Sy. No. 2/1/1, Agricultural Land Admeasuring
Ac.0-12 Gts, Mallapur Village, Uppal Mandal,
Ranga Reddy District.
f) Regd. As : Sale Deed Doc. No. 14056/2006
g) Regd. At : SRO, Uppal.

Document No. 2

a) Nature of Document : Sale Deed Doc. No. 15639/2006
b) Date of Execution : 16.09.2006 registered on 07.10.2006
c) Executant : M. Geeta and another
d) Claimant : Mayflower Heights
e) Property : Agricultural Land Admeasuring Ac.3-39 Gts. (Sy.
No.1/1, Ac.1-39 Gts, Sy.No.191 (P), Ac.2-00 Gts.)
Mallapur Village, Uppal Mandal, R.R. District.
f) Regd. As : Sale Deed Doc. No. 15639/2006
g) Regd. At : SRO, Uppal.

Document No. 3

a) Nature of Document : Agreement of Sale cum GPA with Possession
Doc. No. 4591/2007
b) Date of Execution : 31.03.2007
c) Executant : M/s. Mayflower Heights

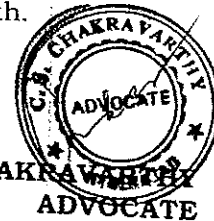


- d) Claimant : M/s. Alpine Estates
- e) Property : Part - A: Agricultural Land Admeasuring Ac.3-39 Gts, (Sy.No.1/1, Ac.1-39 Gts, Sy.No.191 Part, Ac. 2-00 Gts), Mallapur (V), Uppal (M), R.R. District.
Part - B: Agricultural Land Admeasuring Ac. 0-12 Gts, Sy.No.2/1/1, Mallapur (V), Uppal (M), R.R. District.
- f) Regd. As : Agreement of Sale cum GPA with Possession Doc. No. 4591/2007
- g) Regd. At : SRO, Uppal.

REPORT

I certify that as per the instructions of your branch I have verified Sale Deed Doc. Nos. 14056/2006, 15629/2006 and Agreement of Sale cum GPA with Possession Doc. No. 4591/2007 at SRO, Uppal, verified the contents of the documents, and I further confirm that the transaction covering the title deeds is perfect in all respects and, there are no legal impediments.

1. All the particulars in the title deeds are in conformity with the records of SRO, Uppal, evidenced in the volumes and pages referred above.
2. The property is in physical possession of title-holder. The title deeds are genuine.
3. The property is physically available and the same is in physical possession of M/s. Alpine Estates with title in the name of M/s. Mayflower Heights.
4. Search Receipts Nos. 4684/2007, 4685/2007 and 4686/2007 dated 15.06.2007 issued by SRO, Uppal, are enclosed herewith.



C. S. CHAKRAVARTY
ADVOCATE

PROCEEDINGS OF THE MUNICIPAL COMMISSIONER - KAPRA
MUNICIPALITY, R. K. P. S.

Present: Sri S. Rama Narayana Reddy, B.Tech

Proc.No.BA/G3/294/2006-07,

Date: 29-03-2007

Sub:- KAPRA MUNICIPALITY - Town Planning Section - Building Permission for construction of Residential Building with Stilt + 5 upper floors viz., Block A, B and C in, Survey.No.1/1, 2/1/1(P) and 191 (P) of Mallapur village - Proceedings - Issued - Regarding.

Ref:- Letter No. 14013/P4/Pig /HUDA/2006, date 23-03-2007 along with Plans received from the Vice-Chairman, HUDA.

* * * * *

ORDER:

Sanction is hereby accorded for the construction Residential Building with Stilt +5 floors Block-A, Block-B and Block-C as per the plans enclosed under the provisions of Andhra Pradesh Municipalities Act, 1965 and Andhra Pradesh Urban Areas (Development) Act, 1975, subject to the conditions as mentioned below.

1. The building plans shall be sanctioned by the locally authority in conformity with the technically approved by HUDA.
2. The applicant/developer/Builder shall scrupulously follow the instruction of the Government vide Memo No.1933/II/97-1 M.A., dated 18-06-2007 i.e. ensure the ownership and ceiling clearance aspect of the site under reference are in order before sanctioning and releasing the technically approved plans.
3. Flat Nos. A-101, A-102, A-103, A-104, A-105, A-106, A-116, A-117, A-118, A-119 in Block-A, B-101, B-113, B-114, B-115, B-116, B-117, B-118, B-119, B-120, B-121, B-122, B-123, B-124, B-125 in Block-B, C-101, C-103, C-104, C-105, C-106 and C-107 in Block-C in First Floor and amenities block shop 2 in Ground Floor have been mortgaged to Kapra Municipality. The mortgaged flats will be released after occupancy certificate is obtained by the builder/developer.
4. The building plans technically approved by HUDA is valid for a period of (3) years from the date of issue of this letter if the work is commenced with in the on year from the date of issue.
5. The water supply, drainage and sewerage disposal system to be provided/ facilitated to the proposed building should be at the satisfaction of Municipality and shall ensure the following.
 - (i) The location of water supply source and sewerage disposal source are located at appropriate distance within the site preferably at 100 feet distance so as to avoid contamination.
 - (ii) The depth of the bore and size shall be limited to the minimum depth and size of existing nearby bore well. Water shall be disinfected by adding hypo-solution to maintain 0.3 to 0.4 p.m. of residual chlorine in the sump/over head tank.

Contd....2

- (iii) If main municipal drains exist in vicinity of site, insist on connect the treated sewerage to main existing drain by laying a sewer pipe of diameter ranging from 200mm to 300mm.
 - (iv) In case where such municipal drain does not exists, insist on connecting the treated sewerage over flow to a natural drain or nala with a sewer pipe of diameter 150 mm.
 - (v) Before allowing the over flow mentioned in (iii) & (iv) Above, ensure the sewerage of the proposed building is invariable let into a common septic tank constructed on as per ISI standards and specifications (isi) code no.2470 of 1985 (annexure-1) and constructed with a fixed contact bed, duly covered and ventilated for primary treatment, no effluent/drainage over flows on the road of public place.
 - (vi) To prevent chokage of sewers/drains the last inspection chamber within the site/premises shall be provided with safety pads/gates.
 - (vii) The party should clean the septic tank periodically by themselves, and cart away the sludge, etc., to an un-objectionable place.
 - (viii) All the above will be supervised and inspected by the municipal officials concerned for compliance during the construction stage.
 - (ix) Since eventually the public sewerage and water supply system are expected to be systematically added/extended by the Hyderabad Metropolitan Water Supply & Sewerage Board to the out laying areas of Hyderabad, the proposed building owners shall pay proportionate pro-rate charges to Hyderabad Metropolitan Water Supply & Sewerage Board for the above facilities as and when demanded by the Hyderabad Metropolitan Water Supply & Sewerage Board.
6. The applicant should obey the conditions and pay the pro-rate charges, which may be imposed, for regularization of the layout in terms of G.O.M.S. No.367 M.A, dated 12-7-1988.
 7. The party has to construct the building/complex strictly as per the plans technically approved by HUDA and sanctioned by municipality. No deviations, misuse or violations of set backs, common parking floor/stilt floor parking/violations and other balcony projections will not be allowed.
 8. The Builder/Developer should commence the work after submission of Clearance Certificate from Director General, A.P., and Fire Service Department.
 9. The applicant should follow all fire safety requirements in accordance with the "National Building code 1983".
 10. The applicant should plant sufficient no. of trees and maintain them in the periphery of the site and along the abutting roads, as avenue plantation to the extent of the site at a distance of 4.0m. between each tree.
 11. The builder shall obtain fit for Occupancy Certificate from the Kapra Municipality, only after:-
 - (i) The proposed building is completed in accordance with the technically approved building plans and sanctioned by the municipality.

Contd....3

- (ii) After complying all the conditions from SI. No. (6) to (10) as stated above.
 - (iii) After complying the conditions with regard to water supply and sewerage disposal systems as mentioned in condition no. 5(i) to the satisfaction of the local authority.
 - (iv) After issuing "fit-for occupancy certificate" by the municipality as required under G.O.Ms. No. 248 M.A, dated 23-05-1996.
12. The builder/developer should display a board at a prominent place at the site, which shall show the plan and specify the conditions mentioned in this proceedings, so as to facilitate the public in the matter.
 13. The applicant is responsible for structural safety and the safety requirement in accordance with the National Building Code of 1993.
 14. The applicant shall develop the Rainwater Harvesting structures in the site under reference as per the brochure enclosed.
 15. The applicant should erect temporary structure to avoid spilling of materials outside the plot during construction to stop environmental pollution, to ensure safety and security of the pedestrians and neighbors.
 16. The applicant should make provisions for erection of transformer and garbage house within the premises.
 17. The applicant, builder, developer should not keep their construction materials / debris on public roads.
 18. The applicant should ensure to submit a compliance report to HUDA soon after completion of first roof slab and then all the roofs are laid so as to enable to permit him to proceed further after inspection of site.
 18. The stilt floor should be exclusive used for parking of vehicles without any partition walls and rolling shutters and the same should not be converted or misused for any other purpose at any time in future.
 20. The copy of the sanctioned plan should be displayed at the construction site for the purpose of public view and for official inspections.
 21. The construction should be made strictly in accordance with the sanctioned plan and if any modifications are necessary prior approval should be obtained from HUDA and municipality.
 22. The applicant/ builder shall obtain a clearance from the A.P Fire Services department for proposed apartment complex as required under the provisions of A.P Fire Services Act 1994.
 23. The applicant/builder/Contractor shall obtain a risks insurance policy certificate for the construction period as required under the provisions of G.O.Ms.No.541 M.A, dated 17-11-2000.
 24. Top priority to be given for **WATER HARVESTING STRUCTURE** and works to be undertaken as per plan approved.
 25. This permission does not bar any public agency including HUDA/HADA/CDA to acquired the lands for public purpose as per law.

Contd....4

ADDITIONAL CONDITIONS:

- a) The Owner/Developers shall ensure the safety of construction Workers.
- b) The Owner/Developers shall ensure a comprehensive insurance policy or construction workers for the duration of construction.
- c) In large projects where it is proposed to temporarily house the construction workers on the site, proper hygienic temporary shelter with drinking water and sanitary measures shall be provided.
- d) The Owner/Developers shall be responsible for the safety of construction workers.
- e) If in case above said conditions are not adhered, HUDA/Local Authority can withdraw the said permission.

The owner/developer shall be responsible to provide all necessary Fire Fighting installations as stipulated in National Building Code of India, 2005 like;

- 26. To provide one entry and one exit to the premises with a minimum width of 4.5 mtrs and height clearance of 5 mtrs.
- 27. Provide Fire resistant swing door for the collapsible lifts in all floors.
- 28. Provide Generator, as alternate source of electric supply.
- 29. Emergency Lighting in the corridor/common passages and staircases.
- 30. Two numbers water type fire extinguishers for every 600 Sq. Mtrs of floor area with minimum of four numbers fire extinguishers per floor and 5 kgs. DCP extinguishers minimum 2 Nos. each at Generator and Transformer area shall be provide as per. I.S.I. specification No. 2190-1992.
- 31. Manually operated and alarm system in the entire buildings;
- 32. Separate Underground static water storage tank capacity of 25.000. lits Capacity.
- 33. Separate Terrace tank of 25,000 lits capacity for Residential buildings.
- 34. Hose Reel, Down Comer.
- 35. Automatic Sprinkler system is to be provided if the basement area exceeds 200 Sq.mtrs.
- 36. Electrical wiring and installation shall be certified by the electrical engineers to ensure electrical fire safety;
- 37. Transformers shall be protected with 4 hours rating fire resistant constructions as per Rule 15 (e) of A.P. Apartments (Promotion of construction and ownership) rules, 1987.

Contd....5

:: 5 ::

38. To create a joint open spaces with the neighboring building/premises for maneuverability of fire vehicles. No parking or any constructions shall be made in setbacks area.
39. The applicant/Developer has to fulfill all the conditions as per G.O. Ms. No.86 M.A., dated 03-03-2006, G.O. Ms. No.171 M.A., dated 19-04-2006 and G.O. Ms. No.621 M.A., dated 623 M.A., dated 01-12-2006.

S. K. S. 29/3/07

COMMISSIONER

KAPRA MUNICIPALITY, R.R.DIST.

21/3

21/03/07

To

M/s Alpine Estates rep by
Sri Anand S. Mehta,
H.No. 103, 1st Floor,
Hariganga Complex,
Ranigunj,
SECUNDERABAD.

Copy Submitted to the Vice-Chairman, HUDA for favour of kind information.



HYDERABAD URBAN DEVELOPMENT AUTHORITY
1-8-323, Paigah Palace, Rasoolpura,
Secunderabad - 500 003. Tel: 91-40-27905371

PLANNING DEPARTMENT (Dev. Control)

Li. No. 14013/P4/Plg/HUDA/2006.

Date: 23-3-2007.

To:-
The Commissioner,
K. A. P. R. Municipality,
KANGA REDDY DISTRICT.

Sub:- HUDA Plg. DC Unit Technical approval of Building Plans for
Resi. Apartment in Plot Nos. --
Sy. No. 1/1, 2/1/1P & 191 P, Mallapur Village
Uppal Mandal, R. R. District. --
Reg.

Ref:- 1. Application of M/S. Alpine Estates
Dated: 28-11-2006

1. Vide reference 1st cited, M/S. Alpine Estates
applied for technical approval of Building Plan for in Plot Nos. --
Sy. Nos. 1/1, 2/1/1P & 191 P, Mallapur Village,
Uppal Mandal, R. R. District.

Vide reference -- cited, the building plans were forwarded by you office for technical
HUDA.

3. The above proposals have been examined with reference to the notified Master
Plan/Zonal Development Plan provisions and the stipulated building regulations, and permitted
up to 1st level slab and to follow other conditions as stated below.

I. Technical approval No. 14013/P4/Plg./H/2006
Dated: 23-3-2007

II. Name of the owner/Applicant and Address: M/S. Alpine Estates
C/o. Sri Anand S. Mehta
No. 103, 1st floor,
Hariganga Complex, Ranigunj,
Secunderabad.

Details of charges collected:		CHALLAN NO.	DATE	AMOUNT
(a)	Development Charges	26852	20-3-2007	8,81,575-00
(b)	Consolidated Charges			90,074-00
(c)	Compound fees/ C.F./S.D. fees:			
(d)	Advertisement Charges	-	-	5,000-00
(e)	Other Charges:			
(f)	Balance Processing charges	-	-	2,12,733-00
(g)	(1/10 processing charges)	-	-	
(h)	10% open space charges	-	-	
(i)	Proportionate charges for layout area	-	-	3,46,700-00
(j)	NOC fee under appeal clause	-	-	14,031-00
(k)	Amenities Built up area charges	26853	20-3-2007	15,50,113-00
(l)	FSIDF			1,33,640-00
(m)	Nature of construction			
Residential Apartment (Stilt + 5 floors)				
3 Blocks + Amenities block				

The apartment building plans are hereby technically approved under section -14 of the Urban Area (Development) Act, 1975 and forwarded to you for necessary sanction and release and ensuring compliance of the following conditions, while party undertakes the above proposed building for use viz:

Residential Apartment

- The building plans shall be sanctioned by the Local Authority in conformity with the technically approved plans by HUDA.
- The Local Authority shall scrupulously follow the instructions of the Govt. Vide Govt. Memo No 1933/11/97-1 M.A., dated 18-6-97 i.e. ensure the ownership and ceiling clearance aspect of the site under reference are in order before sanctioning and releasing the technically approved building plans;
- The building plans technically approved by HUDA is valid for a period of (3) years from the date of issue of this letter if the work is commenced within the one year from the date of issue.
- With regard to water supply, drainage and sewerage disposal system to be provided/facilitated to the proposed building, the Commissioner/Municipal Engineer/ Executive Authority shall ensure the following.
 - The location of water supply source & sewerage disposal source are located at appropriate distance within the site preferably at 100 feet distance so as to avoid contamination.
 - The depth of the bore and size shall be limited to the minimum depth and size of existing nearby bore-well. Water shall be disinfected by adding hypo-solution to maintain 0.3 to 0.4 p.m of residual chlorine in the sump / overhead tanks.

- iii) Where main Municipal / Panchayat drains exist in vicinity of site, insist on connecting the treated sewerage to main existing drain by laying a sewer pipe of diameter ranging from 200mm to 300mm.
- iv) In case where such municipal panchayat drain exist, insist on connecting the treated sewerage overflow to a natural drain or nala with a sewer pipe of diameter 150mm.
- v) Before allowing the overflow mentioned in (iii) & (iv) above ensure the sewerage of the proposed building is invariably 1st into a common septic tank constructed on as per ISI standard specification (ISI) code No. 2470 of 1985 (Annexure -I) and constructed with a fixed contact bed, duly covered and ventilated for primary treatment. The local authority shall ensure that no effluent / drainage over flows on the road or public place.
- vi) To prevent chokeage of sewers/ drains, the last inspection chamber within the site/ premises shall be provided with safety pads/ gates.
- vii) The party should clean that septic tank periodically by themselves, and cart away the sludge, etc., to an unobjectionable place;
- viii) All the above shall be supervised and inspected by the municipal Engineer/ Executive authority concerned for compliance during the construction stage.
- ix) Since eventually the public sewerage and water supply systems are expected to be systematically added/ extended by the Hyderabad Metropolitan Water Supply & Sewerage Board to the outlying areas of Hyderabad, the proposed building owners shall pay proportionate pro-rata charges to Hyderabad Metropolitan Water Supply & Sewerage board for the above facilities as and when demanded by the Hyderabad Water Supply & Sewerage Board.
- e) The Municipal commissioner/ Executive authority should ensure the party undertakes to abide by the conditions and pays the pro-rata charges, which may be imposed, for regularization the layout in terms of G.O.Ms. No.367 M.A., Dated 12-7-1988.
- f) The Municipal commissioner/ Executive Authority should ensure that the minimum width of approach road as indicated in the tech. approved plans and area affected in the road widening is taken over from the applicant free of cost by municipality / Panchayat. The said road is developed and maintained as Black topped road with proper center etc.
- g) The Municipal Commissioner/ Executive authority should ensure that the proposed building / complex is constructed strictly as per the technically approved building plans mandatory inspection shall be made at foundation stage, plinth level and first floor and subsequent floor level as required under G.O.Ms.No. 423 M.A. Dated 31.07.1998. No deviation, misuse or violations of minimum setbacks, common parking floor/ stiff floor marking/ violation and other balcony projections shall not be allowed.

- h) The municipal commissioner / Executive Authority shall ensure that all fire Safety Requirements are complied in accordance with the National Building Code, 1983.
- i) The Municipal Commissioner/ Executive Authority shall ensure that the party plants trees and maintain them in the periphery of his site and along the abutting roads, as avenue plantation to the extent of his site at a distance of 4 meters between each tree.
- j) The Municipal commissioner/ Executive Authority shall allow the proposed building complex to be occupied used or otherwise let out etc., only after;
 - i) The proposed building is completed in accordance with the technically approved building plans;
 - ii) After ensuring all the above conditions at (a) to (i) are complied.
 - iii) After ensuring the conditions with regard to water supply and sewerage disposal system as mentioned in (d) above are complied to the satisfaction of the Municipal Commissioner/ Executive Authority.
 - iv) After issuing a "Fit for Occupancy" certificate by the Municipal Commissioner/ Executive Authority as required under Government order No.248 M.A., dt. 23.05.1996
- k) The Municipality shall ensure that the developer display a board at a prominent place at the site which shall show the plan and specify the conditions mentioned in this office letter, so as to facilitate public in the matter.
- l) That the applicant is responsible for structural safety and the safety requirement in accordance with the of national Building code of 1993.
- m) The applicant shall develop Rain Water harvesting structures in the site under reference as per brochure enclosed.
- n) That the applicant should erect temporary scheme to avoid spilling of materials outside the plot during construction to stop environmental pollution to ensure safety and security of the pedestrians and neighbors.
- o) That the applicant shall made provisions for erection of Transformer and Garbage house with in the premises.
- p) That the applicant / builder / constructor / developer shall not keep their construction materials / debris on public road.
- q) That the applicant should ensure to submit a compliance report to HUDA soon after completion of first floor roof level and then all the roofs are laid so as to enable to permit him to proceed further by inspection of site by
- r) That the stilts/Cellar should be exclusively used for parking of vehicles without any partition walls and Rolling shutters and the same should not be converted or the undertaking dated

- 5-
- s) It is also hereby ordered that the copy of approved plan as released by HUDA and local authority would be displayed at the construction site for public view.
 - t) That the construction should be made strictly in accordance with this sanctioned plan. If any modifications are necessary prior approval should be obtained.
 - u) That the applicant shall obtain clearance from A.P. Fire Services Dept. for the proposed complex under the provisions of A.P. Fire Services Act 1994.
 - v) This permission does not bar any public agency including HUDA/HADA/CDA to acquire the lands for public purpose as per law.

ADDITIONAL CONDITIONS:

- a) The Owner/Developers shall ensure the safety of construction workers.
- b) The Owner/Developers shall ensure a comprehensive insurance policy of construction workers for the duration of construction.
- c) In large projects where it is proposed to temporarily house the construction workers on the site, proper hygienic temporary shelter with drinking water and sanitary measures shall be provided.
- d) The Owner/Developers shall be responsible for the safety of construction workers.
- e) If in case above said conditions are not adhered, HUDA / Local Authority can withdraw the said permission.

The owner / developer shall be responsible to provide all necessary Fire Fighting installations as stipulated in National Building Code of India, 2005 like;

- 1) To provide one entry and one exit to the premises with a minimum width of 1.5 mtrs and height clearance of 5 mtrs.
- 2) Provide Fire resistant swing door for the collapsible lifts in all floors.
- 3) Provide Generator, as alternate source of electric supply.
- 4) Emergency Lighting in the corridor / common passages and stair cases.
- 5) Two numbers water type fire extinguishers for every 600 Sq.Mtrs of floor area with minimum of four numbers fire extinguishers per floor and 5 kgs. DCP' extinguishers minimum 2 Nos. each at Generator and Transformer area shall be provide as per I.S.I specification No. 2190-1992.
- 6) Manually operated and alarm system in the entire buildings;
- 7) Separate Underground static water storage tank capacity of 25,000. lits. Capacity.
- 8) Separate Terrace tank of 25,000 lits capacity for Residential buildings.
- 9) Hose Reel, Down Comer.
- 10) Automatic Sprinkler system is to be provided if the basement area exceeds 200 Sq.mtrs.

- 11) Electrical wiring and installation shall be certified by the electrical engineers to ensure electrical fire safety;
- 12) Transformers shall be protected with 4 hours rating fire resistant constructions as per Rule 15 (c) of A.P Apartments (Promotion of construction and ownership) rules, 1987.
- 13) To create a joint open spaces with the neighboring building / premises for maneuverability of fire vehicles. No parking or any constructions shall be made in setbacks area.

A copy of Chapter-4 of National Building Code, 2005 is enclosed for information.

Encl: Plan

Yours faithfully,

Sd/-

for Vice-Chairman.

Copy to the APO (AK) HUDA to ensure that the applicant adheres to the conditions of release of the permission and submit written compliance report on all the conditions concerned from time to time.

// t. c. f. b. o. //

Sd/-
23-3/2007
Divi. Admn. Officer (Plg.)