

3211

2019.20

ಈ ದಸ್ತಾವೇಜು 17 ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ

ನೀ ಪುಸ್ತಕದ 3211ನೇ ನಂಬರಿನ 1ನೇ ಪುಟ

H

**AN ADDENDUM TO THE INDENTURE OF MORTGAGE DATED 12TH JULY, 2018
AND SUPPLEMENTARY AGREEMENT DATED 29TH SEPTEMBER, 2018**

AN ADDENDUM TO THE INDENTURE OF MORTGAGE DATED 12TH JULY, 2018 AND SUPPLEMENTARY AGREEMENT DATED 29TH SEPTEMBER, 2018 is made at Bangalore on this the 29th day of June, 2019 (29.06.2019) between:

SOWPARNIKA PROJECTS AND INFRASTRUCTURE PRIVATE LIMITED, a company duly registered and validly existing according to the laws of India, with Corporate Identification Number (CIN): U45201KA2007PTC043166 and having its registered office at #750, 'C' Block, 1st Main Road, AECS Layout, Kundalahalli Bangalore 560037, represented by its authorized Director **Mr. S. SREENIVASAN**, (Aadhar Card No. 5906 2262 5846), aged 52 years, Business, son of Late S. S. Iyer, residing at Sowparnika Abode Apartment PH2, 4th Floor, Vaikuntam Layout, Lakshminarayanapura, Near Appollo Pharmacy, Kundalahalli, Bangalore North, Bangalore, Karnataka -560037, authorized as per the Board Resolution No. No.9/2019-20, dated 06-06-2019 to sign and execute this addendum to Mortgage Deed (hereinafter referred to as "Mortgagor" or "Guarantor" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

M/s. SOWPARNIKA PROJECTS (PAN AAYFS7651P) a partnership firm, having its office at Flat No. 204, Sairag Apartments, A Block, AECS Layout, Kundalahalli, Bangalore-560037 acting through its partner **Mrs. MEENAKSHI RAMJI** (Driving License No. KAO3 20030012378), aged 47 years, W/o Mr. Ramji Subramnaiamand, residing at No. 1539, E Block, AECS Layout, Kundalahalli, ITPL Main Road, Bangalore - 560 037 and **MR. S. SREENIVASAN** (Aadhar Card No. 5906 2262 5846), aged 52 years, S/olate S.S. Iyer residing at Sowparnika Abode Apartment PH2, 4th Floor, Vaikuntam Layout, Lakshminarayanapura, Near Appollo Pharmacy, Kundalahalli, Bangalore North, Bangalore, Karnataka -560037 (hereinafter referred to as "the Borrower" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors and permitted assigns);

AND

ANAND RATHI GLOBAL FINANCE LIMITED (PAN AABCR1136N), a non banking finance company duly registered and validly existing under the laws of India, with Corporate Identification Number U67190MH1982PLC140380 and having its registered office at 10th Floor, Express Zone, A Wing, Western Express Highway, Goregaon (East), Mumbai, Maharashtra, India 400063 and an office at 11th Floor, Times Tower, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 represented by its authorized officer **Mr. SHRINIVAS J HUNSIKATTI** (Aadhar No. 9164 1817 3450), aged 49 years, S/o Mr. Jaythirth Hanumanatacharya Hunsikatti, Private Job, residing at Flat No. 105, Century Pragati,

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.

[Signature]
Director

For SOWPARNIKA PROJECTS

[Signature]
PARTNER

For Anand Rathi Global Finance Ltd.

[Signature]
Authorised Signatory

ನೇ ಪುಸ್ತಕದ 2211 ನೇ ದಸ್ತಾವೇಜು 2 ನೇ ಪುಟ



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಶ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Anand Rathi Global Finance Ltd Rep by its authorized officer Shrinivas J Hunsilkatti ,
ಇವರು 51500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಶ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	51500.00	Challan No cr0719003000118181 Rs.51500/- dated 02/Jul/2019
ಒಟ್ಟು :	51500.00	

ಸ್ಥಳ : ಹೊಸಕೋಟೆ

ದಿನಾಂಕ : 02/07/2019


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಶ ಅಧಿಕಾರಿ
ಉಪ ನೋಂದಣಿ ಅಧಿಕಾರಿ
(ಹೊಸಕೋಟೆ)
ಹೊಸಕೋಟೆ

Designed and Developed by C- DAC ,ACTS Pune.

ನೇ ಪುಸ್ತಕ 2211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನೇ ಪುಸ್ತಕ 2211

5th Main, 8th Cross Laxmi Layout , Arekere Main Road, Off Bannerghatta Road, Bangalore 560076 duly authorized vide Board Resolution dated 07.05.2018 to sign and execute this mortgage deed(hereinafter referred to as "the Lender" or "the Mortgagee", which expressions shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns).

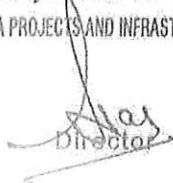
WHEREAS:

- (A) The Mortgagor, a Company engaged in the business of developing residential and commercial projects is the absolute owner of and is seized and possessed of or otherwise well and sufficiently entitled to the land, building, hereditaments and premises more particularly described in **Schedule** hereto.
- (B) Whereas the Borrower is the affiliate of the Mortgagor. The Borrowers viz. Sowparnika Projects, Mrs. Laxmi Priyamvada and Mr. Joji Jospech have availed Term Loan Facility for Rs. 1,00,00,000/- from the Lender. The Borrower have availed the following Term Loan Facility from the Lender:

No.	Loan A/c No	Facility secured	Name of the Borrower
1.	ARGFL/CF/54	Term Loan Facility of Rs.1,00,00,000/-	Sowparnika Projects

- (C) The Mortgagor and the Borrowers have executed various security documents for securing the due repayment and discharge of the Mortgagor's obligations under Term Loan Facility Agreement dated 28th September, 2018, an Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 28th March, 2019, Second Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 20th May, 2019 and Third Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 29-06-2019 in respect of Financial Assistance of Rs. 1,00,00,000/- (Rupees One Crore Only) and deed of guarantee dated 28th September, 2018 executed by the Company in respect of the financial assistance of Rs. 1,00,00,000/- (Rupees One Crore Only) availed by the Borrowers from the Lender, the Mortgagors are creating mortgage over the additional immovable properties more particularly described under the **Schedule** herein.
- (D) Whereas the parties herein have executed the Indenture of Mortgage dated 12th July, 2018 duly registered at Serial No. 2610 of 2018 with the Sub-Registrar of Assurances at Mysore (for the sake of brevity, hereinafter referred to as "Indenture of Mortgage). Also the parties herein have executed the Supplementary Agreement dated 29th September, 2018 duly registered at Serial No. 4715 of 2018 with the Sub-Registrar of Assurances at Mysore (for the sake of brevity, hereinafter referred to as "Supplementary Agreement"); An Indenture of Mortgage and the Supplementary Agreement shall be collectively referred to as "**the Principal Deeds**". Now the parties herein execute this Addendum to the Indenture of Mortgage dated 12th July, 2018 and the Supplementary Agreement dated 29th September, 2018 with an intent to add new immovable property/ies as an additional security/ies as described below:

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


PARTNER

For Anand Rathi Global Finance Ltd.


Authorised Signatory



1 ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

Print Date & Time : 02-07-2019 05:06:02 PM

5

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3728 3211

ಸೆಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಹೊಸಕೋಟೆ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 02-07-2019 ರಂದು 04:55:58 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	25000.00
2	ಸ್ಟ್ಯಾಂಪಿಂಗ್ ಫೀ	910.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	25950.00

ಶ್ರೀ Anand Rathi Global Finance Ltd Rep by its authorized officer Shrinivas J Hunsikatti ಇವರಿಂದ ಸಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Anand Rathi Global Finance Ltd Rep by its authorized officer Shrinivas J Hunsikatti			

ಸಹಿ
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Anand Rathi Global Finance Ltd Rep by its authorized officer Shrinivas J Hunsikatti . (ಬರೆದುಕೊಂಡವರು)			
2	Sowparnika Projects and Infrastructure Private Ltd Rep by its authorized Director S Sreenivasan . (ಬರೆದುಕೊಂಡವರು)			

ಸಹಿ
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

1 ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನ 5 ನೇ ಪುಟ

Description of Properties

ITEM NO. I

All that piece and parcel of residentially land bearing Sy. No. 9/1, measuring 2 Acres 05 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded on that:

East by : Remaining portion of land in Sy No.9/1(block-2) and approach Road
West by : Land in Sy No.4;
North by : Land in Sy No.8;
South by : Land in Sy No.9/2;

ITEM NO. II

All that piece and parcel of residentially converted land bearing Sy. No. 9/1, measuring 37.04 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded

East by : Remaining land in Sy No.9/1 (Block-3)
West by : Remaining land in Sy No.9/1 (Block-1)
North by : Land in Sy No.8;
South by : Remaining land in Sy No.9/1(Block-1);

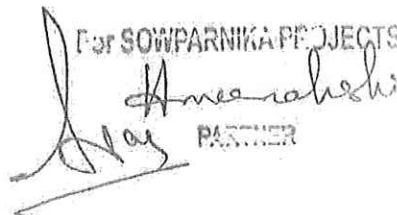
ITEM NO. III

All that piece and parcel of residentially converted land bearing Sy. No. 9/1, measuring 11 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District;

East by : Road and Land in Sy No.129 of Yelachanayakanapura
West by : Remaining land in Sy No.9/1 (Block-3);
North by : Land in Sy No.8;
South by : land in Sy No.9/2;

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.








Director


For SOWPARNIKA PROJECTS

PARTNER

For Anand Rathi Global Finance Ltd.

Authorised Signatory

1. ನೇ ಪ್ರಸ್ತಾವ 3211 ನೇ ದಸ್ತಾವೇಜು 6 ನೇ ಪುಟ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚುಗುರುತು	ಸಹಿ
3	M/s Sowparnika Projects Rep by Its Partner Meenakshi Ramji , (ಬರೆದುಕೊಡುವವರು)			
4	M/s Sowparnika Projects Rep by Its Partner S Sreenivasan , (ಬರೆದುಕೊಡುವವರು)			


 ಉಪ ನಿರ್ದೇಶಕರು
 ಮುಖ್ಯಮಂತ್ರಿ

ನೇ ಪುಸ್ತಕದ 129/1 ನೇ ದಸ್ತಾವೇಜಿನ 7 ನೇ ಪುಟ

ITEM NO. IV

All that piece and parcel of residentially converted land bearing Sy. No. 129, New Sy. No. 129/1, Present No. 129/3 measuring 10.08 Guntas, situated at Doddanahullur Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded on that:

East by : Road;
West by : Yelachanayakanapura Boundary;
North by : Land in Sy No. 129/1
South by : Road Yelachanayakanapura Boundary;

Along with the present and future construction thereon and more particularly described under the the Schedule, hereinafter collectively referred as **"the said Mortgaged Properties"**.

Rest of the terms and conditions as mentioned in the Principal Indenture of Mortgage and Supplementary Agreement shall remain same and unaltered.

(E) Whereas the Mortgagor has acquired the said Mortgaged Properties by way of sale deeds dated 24-06-2019 executed by Mrs.Akshra Verma and Mrs.Sharada S.Rao in favour of **Sowparnika Projects and Infrastructure Private Limited**, represented by its authorized Director Mrs.Meenakshi Ramji, in respect of Survey No.9/1 of Yelachanayakanapura Village measuring 3 Acre 13.04 guntas and Survey No.129/3 of Doddahulluru village measuring 10.08 Guntas ' bearing document Nos.2740/2019-20,2746/2019-20 and 2739/2019-20 of Book-I, stored in CD No.HSKD-790 in the office of Hosakote.

(F) The Borrower along with Mrs. Laxmi Priyamvada and Mr. Jjoji Joseph have requested the Lender to provide financial facilities including Term Loan facility for Rs. 1,00,00,000/- (Rupees One Crores only) for the purpose of financing the cost of undertaking the construction and development of its real estate projects in Kerala, Karnataka and Tamil Nadu and accordingly the Lender has agreed to provide the facilities to the Borrower / Mortgagor in the manner and subject to the terms and conditions contained in the letter of sanction bearing No. ARGFL/CF/2018-19/KER/013 dated September 15, 2018 for Rs. 1,00,00,000/- read with the Term Loan Facility Agreement dated 28th September, 2018, an Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 28th March, 2019, Second Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 20th May, 2019 and Third Addendum to the Term Loan Facility Agreement dated 28th September, 2018 executed on 29-06-2019 (hereinafter referred to as the **"the Facility"**) executed inter alia between the Borrowers and the Lender (hereinafter referred to as the **"Term Loan Facility agreement"** as the case may be) as amended, modified or supplemented from time to time and other Security Documents.

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


4
PARTNER


For Anand Rathi Global Finance Ltd.


Authorised Signatory

ಗುರುತಿಸುವವರು


೦ ನೇ ಪುಸ್ತಕದ ೩೨೧ ನೇ ದಸ್ತಾವೇಜನ್ನು ಈ ಸೂಚನೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Jayaram Kundalahalli, Bangalore	
2	A Satheesh Kumar Kundalahalli, Bangalore	A S


ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

KSWAN ತೊಂದರೆಯಿಂಥಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune


ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

- ನೇ ಪುಸ್ತಕದ 2211 ನೇ ದಸ್ತಾವೇಜಿನ 9 ನೇ ಪುಟ
- (G) AND WHEREAS, as per the Clause 5.3 of the Indenture of Mortgage dated 12th July, 2018, the Mortgagor can provide additional security which is acceptable to the Lender to secure the interest of the Lender.

The bare reading of Clause 5.3 under head "Additional Security" is as under:

"If, at any time during the subsistence of the Security under this Indenture, the Lender is of the opinion that the security provided by the Mortgagor under this Indenture or otherwise has become inadequate to provide stipulated security cover over the Mortgage Debt, then upon notice to that effect by the lender in respect of such inadequacy, the Mortgagor shall provide and / or procure and furnish to the Lender such additional security as may be acceptable to the Lender to cover such deficiency."

Accordingly, for securing the various credit facility/ies amount/s availed by the Mortgagor and its Affiliate i.e. the Confirming Party, the Mortgagor is desirous to create additional and/or exclusive charge over the Mortgaged Properties as more particularly described in the **Schedule** hereunder by way of Mortgage in favour of the Lender.

Rest of the terms and conditions as mentioned in the Term Loan Facility Agreement dated 28th September, 2018 along with it's addendums, etc. duly executed between the the Borrowers and the Lender herein shall remain the same and shall have binding effect on this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018. The additional security added by this Addendum shall always be a continuing security for all the credit facilities availed or to be availed by the Borrower or it's Partnership firm or its Affiliate including the Mortgagor herein or any other legal entities.

- (H) In pursuance of the aforesaid, the Lender has called upon the Mortgagor to execute this Addendum being these presents for creating a Security over the Additional Mortgaged Properties and the Mortgagor has agreed to do so in the manner hereinafter appearing for which the Borrowers have accorded their consent.

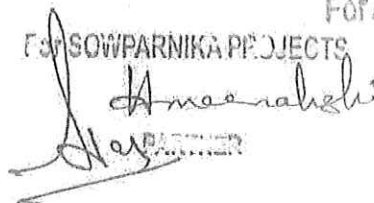
NOW THIS ADDENDUM TO THE INDENTURE OF MORTGAGE DATED 12TH JULY, 2018 AND SUPPLEMENTARY AGREEMENT DATED 29TH SEPTEMBER, 2018 WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. It is hereby agreed and confirmed by the Parties herein to this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 that the properties mentioned in the Schedule hereunder, shall be considered as the part and parcel of the below mentioned mortgage deeds and the terms and conditions as mentioned in the below mentioned mortgage deeds and / or Memorandum of Entries shall be binding on the Mortgagor and its Affiliate i.e. the Confirming Party and this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


Anand Nathi
Authorised Signatory

For Anand Nathi Global Finance Ltd.


Authorised Signatory

Sh

ಉಪ ನಿರ್ದೇಶಕರಾದಿಗಳು

★ ಉಪ ಸೇರಿದಂತೆ

ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ

29th September, 2018 shall be always read as part and parcel of the below mentioned mortgage deeds, the details are as under:

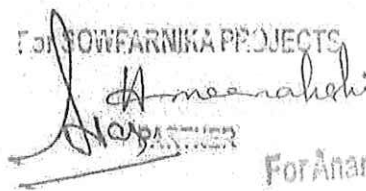
Sr.	Particulars	Date	Registration No.	Mortgagor	Mortgagee	Amount
1.	Indenture of Mortgage	12 th July, 2018	2610/2018	Sowparnika Projects and Infrastructure Pvt. Ltd.	Anand Rathi Global Finance Limited	32 Crores
2.	Supplemental Indenture of Mortgage	29 th September, 2018	4715/2018	Sowparnika Projects and Infrastructure Pvt. Ltd.	Anand Rathi Global Finance Limited	54 Crores
3.	Addendum to the Deed of Mortgage Doc. No. 2185/2018	29 th March, 2019	744/2019	Sowparnika Projects, Ms. Laxmi Priyamvada and Mr. Joji Joseph	Anand Rathi Global Finance Limited	1 Crore
4.	Second Addendum to the Deed of Mortgage Doc. No. 2185/2018	20 th May, 2019	1132/2019	Sowparnika Projects, Ms. Laxmi Priyamvada and Mr. Joji Joseph	Anand Rathi Global Finance Limited	1 Crore

2. Further, the terms and conditions of the Term Loan Facility Agreement dated 28th September, 2018 and its Addendums shall be binding on this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 and this Addendum shall be always read as part and parcel of the Term Loan Facility Agreement dated 28th September, 2018 availed by the Borrowers. The details of the Term Loan Facility are as under:

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


Anand Rathi

For Anand Rathi Global Finance Ltd.


Authorised Signatory

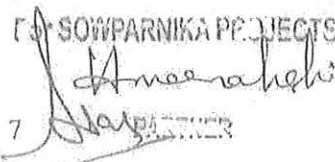
ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನೇ ಪುಟ


Sr.	Particulars	Date	Borrower	Lender	Amount
1.	Term Loan Facility Agreement	28 th September, 2018	Sowparnika Projects, Ms. Laxmi Priyamvada and Mr. Joji Joseph	Anand Rathi Global Finance Limited	1 Crore
2.	Second Addendum to the Term Loan Facility Agreement	20 th May, 2019	Sowparnika Projects and Infrastructure Pvt. Ltd.	Anand Rathi Global Finance Limited	1 Crore
3.	Third Addendum to the Term Loan Facility Agreement	29 th June 2019	Sowparnika Projects and Infrastructure Pvt. Ltd.	Anand Rathi Global Finance Limited	1 Crore

- Other than the terms mentioned in this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018, all other terms and conditions mentioned in the abovementioned Principal Deeds and its Addendums' shall remain same, unaltered and in full force.
- That parties herein shall register this this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 with the Office of the concerned Jurisdictional Sub Registrar of Assurances and all the cost with regard to the stamp duty (as applicable) and the Registration charges thereof including incidental charges for the execution of this Addendum shall be borne by the Mortgagor solely. The Mortgagor hereby agrees to cooperate with the Lender or Mortgagee by providing any documentation and rendering any other reasonable assistance to the Lender or Mortgagee required, for completing such formalities.
- The Mortgagor hereby agrees and undertakes to deposit with the Lender the original title deeds of the said Mortgaged Properties as and when it is demanded by the Mortgagee or the Lender in the manner as may be directed by the Mortgagee or the Lender.
- The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or dissolution or change in constitution or status of the Mortgagor / Confirming Party or any of its Affiliates and notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor of the whole or any part of the Mortgage Debt. The security created by or pursuant to these presents is

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS

7

For Anand Rathi Global Finance Ltd.

Authorised Signatory

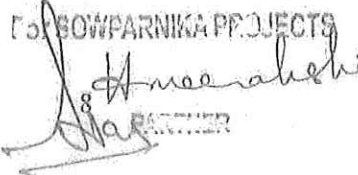
ನೇ ಪುಸ್ತಕದ ೨೨೧/ನೇ ಪುಟದ ಮೇಲೆ ೨೨ನೇ ಪುಟ

in addition and without prejudice, to any other security/ties, guarantee, lien, indemnity or other rights or remedies which the Lender may now or hereafter hold or have for securing the Mortgage Debt or any part thereof.

7. The Mortgagor confirm and warrant that they are legally entitled and possessed of the powers to execute, deliver and perform the terms and provisions of this Mortgage Deed and have taken all actions authorising the execution, delivery and performance by them of this Addendum to the Indenture of Mortgage dated 12th July, 2018 and all clearances required under Applicable Law/s for the creation, effectiveness, priority and enforcement of such security have been obtained;
8. There are no outstanding lien or obligation to create third party right or Security Interest whether presently or in the future with respect to the Mortgaged Properties secured by this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018;
9. The Mortgagor is in possession of the Mortgaged Properties and is lawfully possessed of a valid and subsisting right, title and interest in and to the said Mortgaged Properties and its name appears in the relevant records of the registrar as the owner of the said Mortgaged Properties;
10. The present Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 as and when executed and delivered shall constitute legal, valid and binding obligation on the Mortgagor;
11. There are no encumbrances on the Mortgaged Properties or any part thereof other than the mortgage being created under this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018;
12. There are no litigations, claims, disputes, show-cause notices or other legal and/or quasi-legal proceedings pending or threatened in respect of the Mortgaged Properties which may adversely affect the Security Interest over the Mortgaged Properties or the interest of the Lender;
13. The persons signing this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 on behalf of the Mortgagor have the authority to execute this Addendum to the Indenture of Mortgage dated 12th July, 2018 and Supplementary Agreement dated 29th September, 2018 on its behalf;
14. The Mortgagor shall not, without the prior written consent of the Lender sell or otherwise dispose the Mortgaged Properties during the currency of the credit facilities availed by the Mortgagor or any of it's subsidiaries or it's partnership firm, etc from Lender.
15. The security created hereunder in favour of the Lender shall become enforceable on occurrence of a default which shall in any event include Events of Defaults as identified in the all the Term Loan Facility Agreements and its addendums, breach by the Mortgagor of any conditions, provisions and covenants contained in this Addendum and/or the Term Loan Facility Agreements or the Facilities Agreement, or addendums thereof, failure to ensure that the Security Interest created hereunder is enjoyed unhindered, creation of any encumbrance over the Mortgaged Property/ies, initiation of any legal proceedings on the

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS

PARTNER

For Anand Rathi Global Finance Ltd.



Authorised Signatory

ನೇ ಪುಸ್ತಕ 3211 ನೇ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನೇ ಫಲ: 8/3

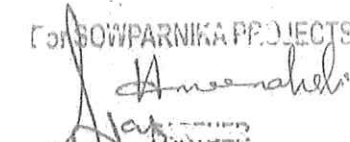
Mortgaged Property/ties that may adversely impact the rights of the Lender, winding up, restructuring, expropriation, nationalisation of the Mortgagor.

16. Rest of the terms and conditions as mentioned in the above mentioned Term Loan Agreements along with Mortgage Deeds and Supplementary Agreements and its Addendum's shall remain the same.

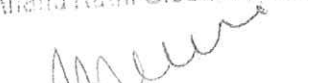
For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


Anand Rathi

For Anand Rathi Global Finance Ltd.


Authorised Signatory

ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಾಖಲೆಗೆ 15 ನೇ ಪುಟ

5

SCHEDULE
MORTGAGED PROPERTIES

ITEM NO. I

All that piece and parcel of residentially land bearing Sy. No. 9/1, measuring 2 Acres 05 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded on that:

East by	:	Remaining portion of land in Sy No.9/1(block-2) and approach Road
West by	:	Land in Sy No.4;
North by	:	Land in Sy No.8;
South by	:	Land in Sy No.9/2;

ITEM NO. II

All that piece and parcel of residentially converted land bearing Sy. No. 9/1, measuring 37.04 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded

East by	:	Remaining land in Sy No.9/1 (Block-3)
West by	:	Remaining land in Sy No.9/1 (Block-1)
North by	:	Land in Sy No.8;
South by	:	Remaining land in Sy No.9/1(Block-1);

ITEM NO. III

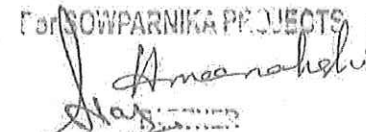
All that piece and parcel of residentially converted land bearing Sy. No. 9/1, measuring 11 Guntas, situated at Yelachanayakanapura Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District;

East by	:	Road and Land in Sy No.129 of Yelachanayakanapura
West by	:	Remaining land in Sy No.9/1 (Block-3);
North by	:	Land in Sy No.8;
South by	:	land in Sy No.9/2;

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


10

For Anand Rathi Global Finance Ltd.


Authorised Signatory

ನೇ ಪುಸ್ತಕದ 3211 ನೇ ದಸ್ತಾವೇಜಿನ 15 ನೇ ಪುಟ

ITEM NO. IV

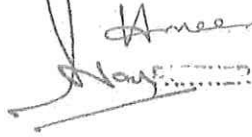
All that piece and parcel of residentially converted land bearing Sy. No. 129, New Sy. No. 129/1, Present No. 129/3 measuring 10.08 Guntas, situated at Doddanahullur Village, Kasaba Hobli, Hosakote Taluka, Bangalore Rural District, and bounded on that:

East by : Road;
West by : Yelachanayakanapura Boundary;
North by : Land in Sy No. 129/1
South by : Road Yelachanayakanapura Boundary;

For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.


Director

For SOWPARNIKA PROJECTS


Ameenaheli

For Arundhati Global Finance Ltd.


Authorised Signatory

ನೇ ಪುಸ್ತಕದ 221 ನೇ ದಾಖಲೆಗೆ 16 ನೇ ಪುಟ

IN WITNESS WHEREOF the Mortgagor and the Lender have caused these presents to be executed in the manner hereinafter appearing.
For SOWPARNIKA PROJECTS AND INFRASTRUCTURE PVT. LTD.

SOWPARNIKA PROJECTS AND
INFRASTRUCTURE PRIVATE LIMITED, by its
authorized Director Mr. S. SREENIVASAN

SIGNED AND DELIVERED FOR AND ON
BEHALF of SOWPARNIKA PROJECTS by

Mrs. Meenakshi Ramji

For SOWPARNIKA PROJECTS
Meenakshi

(Partner)

PARTNER

Mr. S. Sreenivasan



For SOWPARNIKA PROJECTS
S. Sreenivasan

(Partner)

PARTNER

In presence of Witnesses

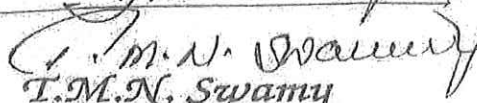
WITNESSES:

1. 
750, 1st Main, AECS Layout
Kandakalalli, Bangalore-37
2. 
750, 1st Main, AECS Layout
Kandakalalli, Bangalore-37

SIGNED for and on behalf of the within named
Lender, AnandRathi Global Finance Ltd., by
its Authorised Officer Mr. SHRINIVAS J
HUNSIKATTI

For AnandRathi Global Finance Ltd.

Authorised Signatory

Drafted by

T.M.N. Swamy
S/o. N. Mallappa, THARABAHALLI,
Hoskote Taluk, Bangalore Rural Dist.
Licence DWL No. 1/3-04

