M. SRIDHAR REDDY B.Com., F.C.A., D.I.S.A., Resolution Professional(IBBI)
CHARTERED ACCOUNTANT

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
31 / 1, 2nd Floor, 11th Main
16th Cross, Malleshwaram
Bengaluru - 560 055.
Ph. : 080-23467830 / 29527830
E-mail : msreddyassociates@gmail.com

FORM – 4 C C

Report and Certification of Completion under RERA

KRERA Registration Number : PRM/KA/RERA/1251/446/PR/190215/002373
Project Name : ACACIA
Project Address : SY NO. 72/1, 72/2, 74/3, KATHA NO.2015, MUNICIPAL WARDNO.149, PANATHUR VILLAGE, VARTHUR HOBLI, BENGALURU EAST, BENGALURU URBAN, KARNATAKA.
Promoter Name and Address : M/S. SSVR BUILDERS & DEVELOPERS, Sy.No. 72/1, 72/2, Panathur, Varthur Hobli, Bengaluru Urban, Karnataka - 560103

Subject: Report and certificate of Completion with respect to KRERA registered project "ACACIA" developed by M/s. SSVR BUILDERS & DEVELOPERS having Registration Number: PRM/KA/RERA/1251/446/PR/190215/002373.

1. This report and certificate is issued in accordance with the provision of the Real Estate (Regulation and Development) act.2016 read along with the Karnataka Real Estate (Regulation and Development) Rules,2017
2. We have obtained all necessary information and explanation from the promoter, during the course of our review, which in my opinion are necessary for the purpose of this review and certificate.
3. We here by confirm that we have examined the prescribed registers, reports, books, document, agreements and the relevant records of M/S. SSVR BUILDERS & DEVELOPERS for the project for the period 15/02/2019 to 31/03/2022.
4. We are relied on the work of external professional certificate of engineer, architects, charted accountants, licenced surveyors, structural engineers, valuers etc to form the opinion and issue of this report and certificate.
5. Details of the project and observations/Qualifications

Sl No	Details	Detail / Observation/Qualification
1	Type and Nature of the project	ACACIA
2	Number of Units / Inventory as per Sanctioned Plan	131

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3	Date of RERA Registration Certificate	15/02/2019			
4	End Date as per RERA Registration Certificate	31/12/2023			
4(a)	Extension End date				
4(b)	Covid Extension End date	30/09/2024			
5	Project Start Date as per Registration Application	15/02/2019			
6	Nature of Ownership of Land	Joint Development Agreement			
7	Total Estimate Cost of Construction as per registration	36,42,01,440/-			
8	Total Estimated Land Cost as per registration	2,67,73,928/-			
9	Total cost of the project as per registration	39,09,75,368/-			
10	Project Designated Bank Account as per Registration	251121315158			
11	Has the Promoter deposited(minimum) 70% of the money realized from the allottees into the project designated bank from the time to time in accordance with sec4(2)(L)(D) of the Act	Yes			
12	Details of Applicable Quarterly updates as per the sec 11 E of the Act and Rule 15(D) and Submission made by the promoter	Quarter	Due Date	Actual Filing Date	Delay Yes/No
		Q4 (2018-19)	15/04/2019	15-07-2019	Yes
		Q1 (2019-20)	15/07/2019	15-10-2019	Yes
		Q2 (2019-20)	15/10/2019	13-01-2020	Yes
		Q3 (2019-20)	15/01/2020	27-06-2020	Yes
		Q4 (2019-20)	15/04/2020	01-08-2020	Yes
		Q1 (2020-21)	15/07/2020	26-11-2021	Yes
		Q2 (2020-21)	15/10/2020	16-10-2020	Yes
		Q3 (2020-21)	15/01/2021	12-01-2021	Yes
		Q4 (2020-21)	15/04/2021	19-04-2021	Yes
		Q1 (2021-22)	15/07/2021	20-07-2021	Yes

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		Details	**Details (Amount in Rs.)**
		Name of the Lender	BAJAJ HOUSING FINANCE LIMITED
		Amount borrowed	6,00,00,000/-
		Balance Amount outstanding/ payable as on date of Certificate	NIL as on 31.03.2022
		Security details against the borrowings as per sanction letter / Conditions	Annexure -1 (Copy of Sanction Letter)
		Attach Copy of the hypothecation / mortgage of the project land	Annexure -2 (Copy of Indenture of Mortgage cum Charge)
		If the amount is repaid and settled. Attach Copy of release/ Discharge letter / Noc from	Annexure -3 (Loan Closure Letter Enclosed) Annexure -4 (Deed of Reconveyance of Mortgaged Property)
15	Details of encumbrance on the project land- (in case of multiple encumbrances, please add additional table	**Details of encumbrance**	**Details**
		Nature of pending Encumbrance on the project land	NA
		Name of the person having charge on property	NA
		Additional details	Annexure -5 (Copy of EC attached)
		Any liability due to Such Encumbrance- if so, amount there on	NA

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24	Whether promoter enabled formation / registered association of allottees in accordance with the local laws	**Yes / No – No** 1. Name of the Association 2. Date of registration 3. Registration Number 4. Registration Authority
	Attach copy of such insurance Policy	Attachment -Yes
25	Whether promoter registered the Deed of Declaration (DoD)	Yes / No – **No** 1. Date of deed of Declaration 2. Date of registration DoD 3. Registration Number 4. Registration Authority
26	Maintenance Charges collected from the allottees, spent and balance there on	Refer Table - E Mention any observation or qualification
27	Deposits (under various heads including club house etc) collected from the allottees and transferred to association there on	Refer Table - F Mention any observation or qualification
28	Has promoter paid any penalty/ delay filling fees to RERA Authority during the Project	Date Nature of payment **No**
29	Any other information in relation to the promoter and project which may be of importance to the Authority	**NA**

TABLE-A

In case of Ongoing Project-

Summary of Amount Realised, incurred and in case of Ongoing Project as per U/s 4(2)(L)(D) of the Act-

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

e. Administrative Costs f. Payment of Taxes, cess etc. to statutory authorities (other than pass through Charges) g. Financial Cost-Interest etc h. Any other Costs		1,56,84,046/-
Surplus / Deficit	E=C-D	(16,54,98,683)/-

We certify that the **"M/s SSVR BUILDERS &DEVELOPERS"** has utilized the amounts collected for **"ACACIA"** project only for that project and the withdrawal from the designated bank account(s) of the said project has been in accordance with the proportion to the percentage of completion of the project.

(If not, please specify the amount withdrawn in excess of eligible amount of any other exceptions)

TABLE –C

Details of commission / brokerage paid to Real Estate Agents-

Financial Year	Total Amount of Commission / brokerage paid to RERA Registered Agents (Amount in Rs.)	Total Amount of Commission / brokerage paid to Others (Amount in Rs.)	Total (Amount in Rs.)
	A	B	C=A+B
FY 2018-19	NIL	NIL	NIL
FY 2019-20	NIL	NIL	NIL
FY 2020-21	NIL	NIL	NIL
FY 2021-22	NIL	NIL	NIL
TOTAL	NIL	NIL	NIL

Note-Above values shall match / tally with the financial statements of the project of the promoter.

TABLE –D

Sold and unsold inventory in the project (total number of units in this table shall tally with the total number of units as per sanctioned plan)

M.S. REDDY & ASSOCIATES
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36	212	92	76,19,048	76,19,048	-	27-02-2020	YES
37	213	91	74,59,048	74,58,476	571	10-02-2020	YES
38	214	73	58,09,524	56,19,048	1,90,476	20-08-2019	YES
39	215	73	59,04,762	59,04,762	-	31-01-2020	YES
40	223	72	49,52,381	49,52,381	-	01-10-2019	YES
41	224	72	56,05,500	56,05,500	-	16-09-2021	YES
42	225	102	72,38,095	52,57,143	19,80,952	17-09-2019	NO
43	226	93	84,50,000	16,90,000	67,60,000	04-02-2022	NO
44	228	97	72,38,095	43,08,381	29,29,714	24-06-2021	NO
45	305	71	65,00,000	65,00,000	-	26-10-2021	YES
46	306	71	51,67,000	51,67,000	-	12-02-2022	YES
47	308	70	59,76,190	59,76,190	-	25-02-2021	YES
48	309	73	59,04,762	59,04,762	-	03-10-2019	YES
49	310	73	60,95,238	60,49,524	45,714	11-11-2019	YES
50	311	91	82,00,000	10,50,070	71,49,930	19-01-2022	YES
51	312	92	76,78,500	76,78,500	-	09-03-2021	YES
52	313	91	61,92,857	61,92,857	-	16-12-2019	YES
53	314	73	65,47,619	65,47,619	-	25-11-2019	YES
54	315	73	64,47,619	64,47,619	-	21-11-2020	YES
55	323	72	61,90,500	61,90,500	-	08-01-2021	YES
56	324	72	56,66,667	56,59,829	6,838	04-09-2019	YES
57	325	78	74,28,571	74,28,571	-	11-12-2019	YES
58	326	93	76,47,619	76,47,619	-	10-12-2020	YES
59	328	97	79,63,245	70,10,864	9,52,381	20-03-2021	YES
60	B-102	94	86,50,000	86,50,000	-	06-11-2021	YES
61	B-202	94	75,00,000	75,00,000	-	03-12-2021	YES
62	B-302	94	89,60,000	15,28,865	74,31,135	10-02-2022	YES
TOTAL		5,028	42,13,51,053	35,55,12,697	6,58,38,356		

1. **Unsold Inventory Valuation-As on 31-03-2022**

Ready Recknor Rate as on the date of Certificate of the Residential / Commercial premises Rs.69,274.61 /-per Sq.mts

Sr No	Flat No	Carpet Area (in Sq.mts) (A)	Unit Consideration as per Guidance Value (B)	Total Guidance value Consideration per flat (A*B)
1	005	70.70	69,432	49,08,750
2	006	70.70	69,432	49,08,750
3	007	70.70	69,432	49,08,750

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

This is to Certify that the **"M/s SSVR BUILDERS & DEVELOPERS"** Sy.No 72/1, 72/2,Panathur,Varthur Hobli, Bengaluru Urban, Karnataka- 560103, has completed 100% development in the real estate **"ACACIA"** as defined U/s 2(t) Real Estate (Regulation and Development) Act,2016 and promoter has time to time complied with all applicable provisions of the Real Estate (Regulation and Development) Act,2016 read with Karnataka Real Estate (Regulation and Development) Rules,2017.

Yours Faithfully,

For M.S. Reddy & Associates

Chartered Accountants

M. Sridhar Reddy

M.SRIDHAR REDDY

M.No:201103

FRN: 007992S

#31/1, 2nd Floor, 11th Main,

16th Cross, Malleswaram,

Bangalore-560055

Contact Details: 9845074914

Email id: msreddyassociates@gmail.com

UDIN: 24201103BKFWMW3611

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

Place: Bengaluru

Date: 25-05-2024

Annexure -1

BAJAJ FINSERV

Date: 02[th] December 2019

To,

M/s. SSVR Builders & Developers,

SY.No.72/1, 72/2, Panathur, Varthur Hobli,

Bangalore, Karnataka, 5600103.

Dear Mrs. N.Rajyalakshmi,

Sub: Financial Assistance by way of Construction Finance of Rs.10.00 Crores towards project "SSVR Acacia" located at Varthur, Bangalore.

With reference to information shared from time to time by you, we at your request, agree to extend said Facility subject to the terms and conditions as mentioned below.

Kindly note this Sanction letter is subject to completion of comprehensive legal due diligence to the satisfaction of M/s. Bajaj Housing Finance Ltd. (BHFL)

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance on the issuance date and unless agreements / documents are signed / executed in respect of the Facilities within 30 days from the date of acceptance of this Letter, the Offer shall automatically lapse without any further communication, unless the validity of the Offer is expressly extended / revived by BHFL in writing.

Regards,

Authorized signatory

For SSVR BUILDERS & DEVELOPERS

1) Mr. N. Rajyalakshmi

Managing Partners

Approved and accepted by the Borrower

Signature(s) ____________

2) N. Rajyalakshmi

Date ____________

Name

Designation

3) G. Srinivas

4)

5) A.K. Ramachandra Reddy.

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M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

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Terms and Conditions

Borrower	M/s. SSVR Builders & Developers
Co-Borrower	Mrs. N.Rajyalakshmi, Mr. G Satyanarayana Reddy, Mr G Sravan Kumar Reddy and Mr. P. Ananthapal Reddy.
Developer	M/s. SSVR Builders & Developers
Lender	M/s. Bajaj Housing Finance Limited (BHFL)
Project	SSVR Acacia
Facility	Loan not exceeding Rs. 10,00,00,000 (Rupees Ten Crores only) for the purpose of Construction cost and general working capital requirements of the project "SSVR Acacia" referred to as the "Facility".
Purpose of facility	• The facility will be used towards meeting construction and working capital requirements of the ongoing project and all such other costs involved in development and completion of the ongoing project. • The facility either in part or full will not be used for investment in capital markets or any other activity which is prohibited as per RBI or any illegal activity.
Tenure	48 months including 24 months' moratorium
Interest on the facility	• As on date, the Reference Rate of BHFL-I-FRR is 13.70% per annum, spread is -0.20% per annum and the applicable rate is **13.50%** per annum. • In the event of any change in the Reference Rate due to change in the methodology of computation of Reference Rate, if permissible under the applicable laws, Regulations, Circulars, the "spread" would be appropriately be rest by BHFL. BHFL may reduce the spread as indicated below

Retail Home loan conversion for BHFL from the Borrower projects	Spread reduced by
Upon conversion of home loan in the first 6 months or earlier for 25% value of disbursement	0.10%
Upon conversion of home loan in the first 18 months or earlier for 40% value of disbursement	0.15% (Cumulative 0.25%)
Upon conversion of home loan in the first 24 months or earlier for 50% value of disbursement	0.15% (Cumulative 0.4%)

Processing fees	The borrower will pay 1.25% (including the commitment fees already paid) of the facility amount plus all applicable taxes and statutory levies thereupon on the issuance of final sanction letter. Legal and Valuation fees to be borne as per actuals by the borrower.
Property sales	The borrower will pay 2% of consideration for units sold by BHFL in the project "NR Wind gates". Detailed definitive agreements for sale of units will be shared separately.
Home Loan	BHFL will have the first right to approach all prospective home buyers for home loans on the project "SSVR Acacia". Borrower will share details of prospective customers of the project to BHFL for fulfilling Home Loan requirements of such customers on an ongoing basis till closure of facility. Decision to avail the home loans shall be the sole decision of the prospective buyer.
Insurance	• Project "SSVR Acacia" to be insured at 110% of the loan amount and the policy to be assigned in favour of Bajaj Housing Finance Ltd. • Insurance needs to be taken for the full loan tenor upfront and not annually.
Prepayment	2% Prepayment charges will be levied if closure proceeds are from other than project cash flows and [illegible] first disbursement.

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For SSVR BUILDERS & DEVELOPERS

N. Rajyalakshmi N. Rajyalakshmi

No 719/A,53-2,2nd Floor,46th cross road,JK Tower,
Sangam circle Jayanagar 8th block, 46 th cross Road,
Bangalore, KARNATAKA, India 560082

Corporate Office : Cerebrum IT Park, B2 Building,
5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Tel :
Fax :
Corporate ID No.:

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Disbursement schedule

The facility amount of Rs 10.00 Cr will be disbursed upon compliance of sales & Construction cost milestones as mentioned below: -

Tranche	Disbursement (Rs. Crs)	Cumulative unit sales	% Construction
1	2.00	27	15
2	1.50	30	25
3	1.50	33	35
4	2.00	36	45
5	1.50	39	55
6	1.50	42	70
Total	10.00		

Note:

- First tranche of Rs 2.00 Cr will be disbursed post security perfection and closure of existing BHFL CF facility of Rs 5.00 Cr against project "Urban Flora".
- The achievement of the Sales, Cashflow milestones and tranche amount will be ascertained and considered as per the internal parameters of BHFL, at its sole discretion.
- Detailed CA certified cost incurred statement (to each project) to be provided before any tranche disbursement.
- Any further tranche disbursal after disbursal of Rs.5 Cr will be only if actuals are better than projections in Project "SSVR Crescent "
- Project cost excludes land and interest cost.
- Project Cost includes Construction Cost, Other Overhead Cost, Approval Cost & other ancillary costs but excludes land cost/JDA & any interest cost.
- At any given point of time during the entire tenor of loan facility the peak outstanding amount combining the facility sanctioned against project "SSVR Crescent" and "SSVR Acacia" shall be capped at Rs 10.00 Cr.

Repayment

- Repayment of the facility in the form of FIFO basis
- Interest to be serviced monthly during the Principal standstill period from the current account of the Borrower through ECS/PDC's/NACH.
- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facility in the below ratio. Remaining amount will be transferred to the current account of the borrower. Escrow Sweeps will be changed basis achievement of tenor or cash flow collection whichever is earlier.

S.No	Period	Amount	Sweep
1	1-18 Months	First 5 Crore	20%
2	19 to 30 months	Above 5 Crore upto 15 Crore	35%
3	[illegible]	[illegible]	55%

The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier.

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	• Cash sweep from escrow account will be apportioned towards the principal. • Escrow adjustment will be as shown below during live tenure of BHFL facility right from the day of disbursal. • All credits in escrow through sales proceeds will be apportioned towards principal. • Calculation of dues – At the end of the moratorium period, the total disbursed amount will be divided by remaining Loan Tenure. This amount, called Ideal Equated Monthly Principal (EMP), will remain constant for the remaining loan tenure until any additional disbursal done in loan account. The Ideal EMP will be deducted from the total disbursed amount at the end of moratorium period to arrive at the Ideal POS. This Ideal POS will be calculated for the remaining tenure by deducting the Ideal EMP from the Ideal POS every month. The actual POS will be compared against this Ideal POS every month. In case the actual POS is lower than the Ideal POS, no EMP will be payable for that month. In case actual POS is more than the Ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated on a daily basis on the actual POS & will need to be paid on the due date. In case of any additional disbursal during the loan tenure, the additional disbursed amount will get divided by the remaining loan tenure & the Ideal EMP will increase accordingly. • Borrower will share the leads of all the prospective home buyers requiring home loans to purchase flats in the Project with BHFL and BHFL retains the first right of refusal for providing retail home loans to the prospective buyers. The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
Scheduled receivables	• Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with or relating to the Project and all insurance proceeds both present and future. • The Borrower will maintain a minimum net receivable cover of 1.75 times of the principal outstanding during the tenor of the facility. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL.
Escrow account	• The Borrower will have to open an escrow account with the designated bank. • The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL (if applicable). • Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facility in the below ratio. Remaining amount will be transferred to the current account of the Borrower. Escrow Sweeps will be changed basis achievement of tenor or cash flow collection whichever is earlier.

S.No	Period	Amount	Sweep
1	1-18 Months	First 5 Crore	20%
2	19 to 30 months	Above 5 Crore upto 15 Crore	35%
3	31 to 48 months	Above 15 Crore	55%

The Escrow sweep is subject to change based on collection milestone or period whichever is earlier.

N. Rajyalakshmi N. Rajyalakshmi

No 719/A,53-2,2nd Floor,46th cross road,JK Tower
Sangam circle,Jayanagar 8th block, 46 th cross Road,
Bangalore, KARNATAKA, India 560082

Corporate Office : Cerebrum IT Park, B2 Building,
5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Tel :
Fax :
Corporate ID No.:

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	• BHFL will have full authority to monitor and operate the account as it deems fit/necessary. • The designated escrow account shall be maintained by the Borrower during the entire tenure of the facility and shall not be closed without prior written consent and approval of BHFL. • All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL. • Borrower to inform all customers of the Project to draw all cheque in favour of designated account as per RERA guidelines in compliance with BHFL and undertake that all the receivables in connection with the Project are deposited only in this account (if applicable). • BHFL will have the first right to adjust the sale proceeds against the principal outstanding/ other dues in respect of the facility. • BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL. • The Borrower can accelerate the repayments at any point during the tenure of the facility without any prepayment charges. Escrow account operational timeline:

S. No.	Particulars	Timeline from 1st disbursal
1	Escrow account to be opened & operational within 90 days from date of 1st disbursal. Subsequent disbursal will be done only post operationalization of escrow account.	90 days
2	Rate of interest will be increased by 1% in case escrow account is not opened within 90 days from first disbursement.	90 days
3	Rate of interest will be increased by further 1% in case escrow account is not opened within 180 days from first disbursement	180 days
4	BHFL has right to recall the loan if escrow account not opened within 210 days from first disbursement.	210 days

Security	• Exclusive First Charge by way of registered equitable mortgage on developer share of units of the project "SSVR Acacia". • Exclusive Charge by way of Hypothecation on developer share of scheduled receivables from sold and unsold units of the Project and all insurance proceeds, both present and future cash flows of Project "SSVR Acacia". • Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms). • The receivables will be monitored and controlled through an escrow arrangement. • Original documents of the project to be collected. • Escrow arrangement and security to be created before disbursement. • Security cover will be maintained at 1.75x during the live tenure of the facility.
Other securities	• The securities should provide a minimum-security cover of 1.75 times of the Facility Amount at all times during the tenor of the Facility as per valuation done by BHFL empanelled Valuers.
Pre-	The obligation ... to the Borrower complying the

1 N. Rajyalaxmi 2 N. Rajyalakshmi 3 4

No 719/A,53-2,2nd Floor,46th cross road,JK Tower, Sangam circle,Jayanagar 8th block, 46 th cross Road, Bangalore, KARNATAKA, India 560082

Corporate Office : Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

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Fax :

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disbursement conditions	following Conditions Precedent: • RERA Registration • Escrow account to be operational with the designated bank. • Borrower shall execute the financing/loan documents as per BHFL requirements • Creation of security in the form and manner acceptable to BHFL and all expenses relating to security creation to be borne by Borrower. • Satisfactory completion of all diligence's • Undertaking from the Borrower stating clearly sold and unsold units in the Project • Company certified cash flow statement for the entire tenure of the facility • CA certified net worth statement of the applicant and co-applicants • CA certified statement of total cost incurred on the Project • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.
Conditions to be satisfied within 30 days from first disbursement	The Borrower is required to insure the Project against standard risks for an amount not less than the outstanding principal during the live tenure of the facility. The property shall be adequately insured and copies of insurance policies with assignment in favor of lender as loss payee would be made available in case of the occurrence of such event.
Event of default	The following events will, inclusive and not restricted, will constitute an event/s of default. • Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days. • Failure to deposit receivables as documented in the loan documents in the designated escrow account. • Breach of any representation and warranty by the Borrower and sponsor. • Breach of covenant or undertaking or other obligation. • Any order passed or an application being initiated for winding up/ dissolution / or filing of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time. • Non-compliance of RERA Act, Rules, Circulars, Notifications. • Cessation of business • Repudiation • Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies • Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them • Any change in constitution of partnership without written consent from BHFL. • Any of the Financing Agreements becomes unenforceable against the Borrower.
Consequences of default	• Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements • Accelerate maturity of the facility together with all accrued interest and declare all amounts payable by the Borrower in respect of the facility to be due and payable immediately • Suspend and terminate all undrawn commitments • Revise the rate upward by 300 basis points • All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facility agreement shall be payable by the Borrower
Other covenants	• Borrower needs to submit a monthly MIS/report providing details of sales in the Project. • Borrower to achieve MSP of Rs. 4800 per sq. ft and above during the loan tenor of BHFL. • [illegible] developer is required to upfront deposit the difference amount with BHFL. • DSRA: Post disbursal of each tranche, an amount equivalent to 3 months interest

BAJAJ HOUSING FINANCE LIMITED
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N. Rajyalakshmi N. Rajyalakshmi

No 719/A,53-2,2nd Floor,46th cross road,JK Tower,
Sangam circle,Jayanagar 8th block, 46 th cross Road,
Bangalore, KARNATAKA, India 560082

Corporate Office : Cerebrum IT Park, B2 Building,
5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Tel :
Fax :
Corporate ID No.:

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applicable on the principal outstanding on that date, is to be kept as a term deposit with Bajaj Finance Ltd and a lien in favour of BHFL is to marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been repaid in part.

- The achievement of the Sales and Cash flow milestones will be ascertained and considered as per the internal parameters of BHFL, at its sole discretion.
- Post disbursal of each tranche, an amount equivalent to 3 months interest applicable on the principal outstanding on that date, is to be kept as a term deposit with Bajaj Finance Ltd and a lien in favour of BHFL is to marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been repaid in part.
- Borrower will obtain a specific release letter for every unit sold before the agreement to sell/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter is not obtained.
- Borrower will share the leads of all the prospective home buyers requiring home loans to purchase flats in the Project with BHFL and BHFL retains the first right of refusal for providing retail home loans to the prospective buyers.
- The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
- The Borrower agrees that the applicable sweep from any amounts collected as receivables from the Project from the date of sanction of the loan till the date of disbursal shall also be paid to BHFL once the loan is disbursed or BHFL reserves the right to downsize the loan to that extent.
- In case where home buyers who desire to purchase unit in the Project and who intends to avail the loan, the Borrower shall refer such home buyers to BHFL who shall offer loans to them for which BHFL may customize special scheme for the Project at its sole discretion which may or may not be applicable to a particular class of home loan buyers. The Borrower shall also share details of such home buyers with BHFL to enable it to offer their schemes of the loan.
- Right to step in to the Project in case the customer has defaulted.
- Borrower shall not do any unauthorized construction nor deviate from approved sanction plans.
- Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost.
- The Borrower/Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project and within 30 days if Developer collects more than 10% of the agreement value.
- Borrower/Borrower will not sell a bulk portion of the units without prior consent from BHFL.
- The Project sale agreements/ demand letters to incorporate a condition that the booking money/ payments need to be made in favor of the escrow account with the designated

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	bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement. • The Borrower/Borrower will not borrow from any other bank/financial institution for this Project without prior permission from BHFL. • If any event or circumstances occur which in the sole opinion of BHFL, is likely to and/or adversely affect the ability of the Borrower of Guarantor to perform all or any of its obligations under this Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc. • In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL. • The company will not repay any monies brought by the promoters by way of deposits / loans and advances during the currency of the facility. • The holding company should not withdraw the profits earned in the business/capital invested in the business without meeting the instalment/dues/ overdue under this facility. Dividend if any paid should be paid after clearing dues to BHFL. • Appropriate newspaper/magazine advertisements, brochures, hoardings/display boards to be displayed at the Project site and such other marketing communication, must specifically state that "Project financed by Bajaj Housing Finance Ltd". • Adherence to the building norms and technical specifications as laid down by National Building Code (NBC). • Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facility. • Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure" shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time. • BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan. • Neither you/your Company nor the security offered by you/ your Company to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, you are obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigation at all points of time till your total repayment of the entire loan amount together with applicable interest and charges. • In the event of a litigation filed during the tenure of the credit facility, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facility. • The Borrower/Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facility, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further BHFL may, absolutely and unconditionally reduce, revoke, cancel and/or modify any undrawn amount (in whole or

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	part), if any, from the Sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower or without assigning any reasons thereof. • During the currency of the loan Borrower shall not, without prior approval in writing: ➤ Affect any change in the capital structure of the firm/company. ➤ Formulate any scheme of amalgamation / reconstitution ➤ Undertake guarantee obligations on behalf of any other Borrower / organization. ➤ Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL. ➤ Permit any transfer of the controlling interest or make any drastic change in the management set up. ➤ Divert/utilize funds to other associates/group companies ➤ Change the Project plan originally submitted during the application of facility.
Assign-ability	BHFL shall have the right to assign, transfer, sell, the facility, receivables, the security, rights, benefits and any other interest created in its favor under any of the agreements or hereunder without prior approval or intimation to the Borrower/Borrower or to any other bank / lender or financial institution.
Audit	• BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds. • BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion

Annexure:

List of Unsold Units: Developers Share – Project "SSVR Acacia"

Sr. No.	Flat no.	Configuration 2/3 BHK	Area of Flat per sq ft
1	005	2BHK	1155
2	006	2BHK	1155
3	007	2BHK	1155
4	008	2BHK	1120
5	011	3BHK	1490
6	012	3BHK	1490
7	013	3BHK	1445
8	014	2BHK	1220
9	023	2BHK	1170
10	024	2BHK	1170
11	025	3BHK	1580
12	026	3BHK	1510
13	028	3BHK	1520
14	105	3BHK	1155
15	[illegible]	[illegible]	1155

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16	107	2BHK	1155
17	111	3BHK	1490
18	112	3BHK	1490
19	113	3BHK	1445
20	114	2BHK	1220
21	115	2BHK	1220
22	126	3BHK	1510
23	128	3BHK	1520
24	205	2BHK	1155
25	207	2BHK	1155
26	211	3BHK	1490
27	212	3BHK	1490
28	226	3BHK	1510
29	228	3BHK	1520
30	305	2BHK	1155
31	306	2BHK	1155
32	307	2BHK	1155
33	308	2BHK	1120
34	311	3BHK	1490
35	312	3BHK	1490
36	314	2BHK	1220
37	315	2BHK	1220
38	323	2BHK	1170
39	326	3BHK	1510
40	328	3BHK	1520
41	101	2BHK	1545
42	102	2BHK	1555
43	202	2BHK	1555
44	301	2BHK	1013

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Corporate Office : Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

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List of sold Units: Developers Share – Project "SSVR Acacia"

Sr. No.	Flat no.	Configuration 2/3 BHK	Sale Price per sq ft	Area of Flat per sq ft	Agreement Value	Sales receivables towards Car Parking, Club etc.	Total value
1	009	2BHK	4537	1220	55,35,140	7,50,000	62,85,140
2	010	2BHK	4537	1220	55,35,140	7,50,000	62,85,140
3	015	2BHK	4528	1220	55,24,160	7,50,000	62,74,160
4	027	3BHK	4200	1445	60,69,000	7,50,000	68,19,000
5	108	2BHK	4220	1120	47,26,400	7,50,000	54,76,400
6	109	2BHK	4303	1220	52,49,660	7,50,000	59,99,660
7	110	2BHK	4420	1220	53,92,400	7,50,000	61,42,400
8	123	2BHK	4569	1170	53,45,730	7,50,000	60,95,730
9	124	2BHK	4162	1170	48,69,540	7,50,000	56,19,540
10	125	3BHK	4214	1580	66,58,120	7,50,000	74,08,120
11	127	3BHK	4072	1445	58,84,040	7,50,000	66,34,040
12	206	2BHK	4463	1155	51,54,765	7,50,000	59,04,765
13	208	2BHK	4200	1120	47,04,000	7,50,000	54,54,000
14	209	2BHK	4225	1220	51,54,500	7,50,000	59,04,500
15	210	2BHK	4342	1220	52,97,240	7,50,000	60,47,240
16	213	3BHK	4200	1445	60,69,000	7,50,000	68,19,000
17	214	2BHK	4147	1220	50,59,340	7,50,000	58,09,340
18	215	2BHK	4225	1220	51,54,500	7,50,000	59,04,500
19	223	2BHK	4243	1170	49,64,310	7,50,000	57,14,310
20	224	2BHK	[illegible]	[illegible]	[illegible]	[illegible]	56,05,500
21	225	3BHK	[illegible]	[illegible]	[illegible]	7,50,000	73,86,000

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22	309	2BHK	4225	1220	51,54,500	7,50,000	59,04,500
23	310	2BHK	4381	1220	53,44,820	7,50,000	60,94,820
24	313	3BHK	4200	1445	60,69,000	7,50,000	68,19,000
25	324	2BHK	4202	1170	49,16,340	7,50,000	56,66,340
26	325	3BHK	4214	1580	66,58,120	7,50,000	74,08,120
27	302	2BHK	4463	1555	69,39,965	7,50,000	76,89,965

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE

Annexure-1

Date: 1st October 2020

To
M/s. SSVR Builders & Developers,
Sy No 72/3, 72/2, [illegible] Village,
Varthur Hobli, Bengaluru(Bangalore) Urban,
Karnataka 560087

Dear Mr. N RajyaLakshmi,

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 6.00 (Rupees Six Crores only) towards project "SSVR Acacia" located at Varthur, Bangalore.

Basis the information shared between BHFL & You, we, at your request, in principle agree to extend the Facility subject to the terms and conditions as mentioned below.

Kindly note, this sanction letter is subject to completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of Bajaj Housing Finance Ltd. (BHFL) and should not be construed as giving rise to any binding obligation on part of BHFL. BHFL reserves the right to cancel, add, modify or alter the entire or partly any terms and conditions including Facility Amount and terms and condition set basis further due diligence.

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 3 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 30 days from the date of acceptance of this Letter, the Offer shall automatically lapse without any further communication, unless the validity of the Offer is expressly extended / revived by BHFL in writing.

Regards,

Authorised signatory

Approved and accepted by the Borrower

Signature(s) ____________

Date ____________

Name

Designation

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1st Floor, JK Towers, 717/A-53-2, 45th Cross, Sangam Circle, Jayanagar, 8th Block, Above More Outlet, Bangalore, Karnataka - 560082, India
Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. L65910MH1987PLC042961

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Terms & Conditions:

Borrower	M/s. SSVR Builders & Developers.
Co-Borrower/s	• Mr. Sravan Kumar Reddy Gellapen • Mrs. Nelabaili Rajyalakshmi • Mr. Gedi Satyanarayana Reddy • Mr. Ananthapal Reddy Pylla
Developer	M/s. SSVR Builders & Developers. (SSVR Group)
Lender	Bajaj Housing Finance Limited
Project	"SSVR Acacia"
Facility	Loan amount not exceeding Rs. 6,00,00,000/- (Rupees Six Crores only) for Construction cost and working capital of the project "SSVR Acacia" referred to as the "Facility"
Purpose of facility	The facility will be used towards Construction and other working capital requirements of the project "SSVR Acacia"
Tenure	Total tenure not exceeding 42 months including Principal standstill period of 18 months from the date of first disbursement.
Interest on the facility	As on date, the Reference Rate of BHFL-I-FRR is 13.70% per annum, spread is -0.45% per annum and the applicable rate is 13.25% per annum. In the event of any change in the Reference Rate due to change in the methodology of computation of Reference Rate, if permissible under the applicable laws, Regulations, Circulars, the "spread" would be appropriately be rest by BHFL.
Processing fees	• The borrower will pay 10 Lakhs plus applicable taxes statutory levies thereupon issuance of final sanction letter. • Legal and Technical charges to be borne by the borrower as actual.
Property sales	The borrower will pay 3% of consideration for units sold by BHFL in the project "SSVR Acacia". Detailed definitive agreements for sale of units will be shared separately.
Home Loan	• **In case where home buyers desire to purchase unit in the Project and who intends to avail a home loan, the Borrower shall refer such home buyers to BHFL for the home loan. BHFL will evaluate such loan proposals as per the internal policies and will have the first right of refusal.** • **BHFL reserves the right to release NOC to any other financial institution in case a home buyer decides to avail home loan facility from any other financial institution.** • **BHFL will have first right for Home Loans on all units sold, only if BHFL refuses to sanction home loan within 10 days, the buyer can avail home loan from other financier/bank. Customer here with undertake to provide all project walk-in data to BHFL on real time basis.**
Marketing	• The Borrower agrees and confirms that while undertaking any marketing activity with respect to the Project, the Borrower will disclose that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project. • The Borrower will allow display boards at the Project site stating that the Project has been financed by BHFL. Further, the Borrower will not remove such boards without specific permission from the Lender.
Prepayment	3% prepayment charges if closure proceeds are from other than Project cash flows.

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The facility amount will be disbursed upon compliance of sales, Construction cost and collection milestones as mentioned below:

Tranche	Construction cost milestones	Disbursement (Rs. Cr)	Cumulative Disbursement (Rs Cr)	Incremental sales(Sq Ft)	Cumulative sales (Sq Ft)	Incremental Collections (Rs Cr)	Cumulative Collections (Rs Cr)
1	Current – 50.10%	3.00	3.00	-	50728		Present Rs 10.74 Cr
2	60.00%	3.00	6.00	2,674	53,402	1.00	11.74
3	70.00%	2.00	8.00	2,674	56,076	1.00	12.74
4	80.00%	2.00	10.00	2,674	58,750	1.50	14.24
5	90.00%	2.00	12.00	2,674	61,424	1.50	15.74
Total		12.00		10,696		5.00	

Disbursement schedule

Note

- First tranche will be disbursed post Security perfection.
- Sales, collection and construction milestone need to be adhered for release of every tranche amount.
- Sales will be considered for only Sanctioned Units.
- Project cost excludes land and interest cost.
- At any given point of time during the entire tenor of loan facility the peak outstanding amount combining the facility sanctioned against project "SSVR Crescent" and "SSVR Acacia" shall be capped at Rs 12.00 Cr.
- Escrow sweep difference to be deposited before 1st disbursement
- Sweep to be revised for crescent Project, which is covered in Sweep table below
- Cash Flow and collateral securities of all the BHFL funded projects to be cross collateralized.
- In case of low / slow sales & collections in the project, developer needs to bring his own equity to complete the project and to mitigate cash flow deficit.
- CA Certified cost incurred has to be submitted for every tranche disbursal certifying the tranche amount has been used towards project.
- The achievement of the Sales milestones, Cash flow and Tranche disbursal amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion.
- Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as agreed during the loan sanction. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan up to 4% per month on the entire loan outstanding.

Repayment

- The borrower agrees and undertakes to repay principal amounts by way of scheduled repayment of the facilities to BHFL in 24 months after Principal standstill period of 18 months from the date of first disbursement.
- Due date for the repayment will be 15th of every month.
- Repayment to be on FIFO basis i.e. All monies transferred to the collection account shall be first utilized towards immediate repayment of the outstanding principal of the facility. Repayments will be adjusted towards the monthly instalments as payable in the forward order of maturity i.e. on FIFO basis.
- Interest to be serviced monthly during the Principal standstill period from the current account

of the borrower through ECS/PDC's/NACH.

- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the borrower.
- Escrow Sweep will be as shown below during live tenure of BHFL facility:

SSVR Acacia:

S.No	Period	Receivables	Sweep
1	1-15 Months	First 10 Cr	55%
2	Above 15 months	Above 10 Cr	[illegible]

Note: Sweep to be revised basis the collection or timeline whichever is earlier. Once Project is completed, sweep will be increased to minimum 80%.

SSVR Crescent:

S.No	Period	Receivables	Sweep
1	1-6 months	First 5 Cr	65%
2	Balance Tenor	Above Rs 5 Cr	80%

Note: Sweep to be revised basis the collection or timeline whichever is earlier.

Calculation of Equated Monthly Principal (EMP) after the end of principal standstill period:

At the end of the principal standstill period, the total disbursed amount will be divided by remaining tenure. This amount, called ideal EMP, will remain constant for the remaining loan tenure until any additional disbursal done in loan account. Such ideal EMP will be deducted from the total disbursed amount at the end of principal standstill period to arrive at the ideal POS. This ideal POS will be calculated for the remaining tenure by deducting the ideal EMP from the ideal POS every month. The actual POS will be compared against this ideal POS every month. In case the actual POS is lower than the ideal POS, no EMP will be payable for that month. In case actual POS is more than the ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated daily on the actual POS & will need to be paid on the due date. In case of any additional disbursal during the loan tenure, such additional disbursed amount will get divided by the remaining loan tenure & the ideal EMP will increase accordingly.

Minimum Selling Price

- Minimum Selling Price (MSP) for the Project will be Rs 5,000 per sq. ft (all inclusive, excluding GST) of the saleable area. If the selling price is lower than the MSP, the Borrower is required to deposit the difference amount as per the prevailing escrow sweep percentage with BHFL immediately in the month of such sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate the stipulated covers.

Scheduled receivables

- Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with or relating to the Project and all insurance proceeds both present and future.
- The Borrower will maintain a minimum net receivable cover of 1.75 times of the principal outstanding during the tenor of the facility. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL.

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Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No: L65910MH1987PLC042961

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- The Borrower will have to open an escrow account with the designated bank
- The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL (if applicable).
- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep in account till the maturity of the facility in the below ratio. Remaining amount will be transferred to the current account of the Borrower.

SSVR Acacia:

S.No.	Period	Receivables	Sweep
1	1-15 Months	First 10 Cr	55%
2	Above 15 months	Above 10 Cr	70%

Note: Sweep to be revised basis the collection or timeline whichever is earlier. Once Project is completed, sweep will be increased to minimum 80%.

SSVR Crescent

S.No.	Period	Receivables	Sweep
1	1-6 months	First 5 Cr	65%
2	Balance Tenor	Above Rs 5 Cr	80%

Note: Sweep to be revised basis the collection or timeline whichever is earlier.

Escrow account

- The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
- BHFL will have full authority to monitor and operate the account as it deems fit/necessary.
- The designated escrow account shall be maintained by the Borrower during the entire tenure of the facilities and shall not be closed without prior written consent and approval of BHFL.
- With respect to any collections from the Project which are not deposited in the Escrow Account as agreed between Borrower and the Lender, the Borrower undertakes to pay towards the Loan Account, the proportionate amount calculated as per the applicable sweep percentage every week within the same week of collections. In case of any non-compliance, the Lender reserves the right to levy penal charges up to 4% per month on the entire loan outstanding. The Borrower also undertakes to upload on RERA website about the Lender's charge on the project within 7 (Seven) working days of creation of registered mortgage. Further, the Borrower also undertakes to update the details of Escrow Account on the RERA website and any other places as per statutory requirements in due course of time. Borrower also undertakes to update all the existing customers/ home loan provider from where future tranches are receivable regarding the changed escrow account & ensure that all subsequent payments/ disbursals are deposited in this BHFL escrow account. BHFL reserves the right to withhold subsequent disbursals in case of any violation/ non-compliance of the above clause.
- The Borrower agrees that the applicable sweep from the amounts collected as receivables from the Project from the date of sanction of the loan till the date of disbursal shall also be paid to BHFL immediately when the loan is disbursed or BHFL reserves the right to downsize the loan to that extent.
- All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated

	bank and such agreement shall be in a form and manner acceptable to BHFL.
	• Inform all customers of the Project to draw all cheques in favour of designated account as per RERA guidelines in compliance with BHFL and also undertake that all the receivables in connection with the Project are deposited only in this account.
	• BHFL will have the first right to adjust the sale proceeds against the principal outstanding/other dues in respect of the facilities.
	• BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL.
	• The Borrower can accelerate the repayments at any point during the tenure of the facilities without any prepayment charges.
	• The Borrower agrees that the Escrow Account will be opened and made operational within 90 days from the date of 1st disbursal. Any subsequent disbursals of the loan will be made post the Escrow Account being operational. In case the Borrower fails to open and operationalize the Escrow Account, the Lender reserves the right to:
	  o Increase the Rate of interest applicable on the Loan by 1% per annum, in case the Escrow Account is not opened within 90 days.
	  o Increase the Rate of interest applicable on the Loan by a further 1% per annum, in case the Escrow Account is not opened within 180 days.
	  o Recall the Loan if the Escrow Account is not opened within 210 days.

Security	• Extension of First Charge by way of registered mortgage on developer share of units of unsold units and UDS there upon in the project "SSVR Acacia" • Extension of first charge by way of registered mortgage on developer share of land owned pertaining to project "SSVR Acacia" • Exclusive First charge by way of Hypothecation on the receivables originating from the sold and unsold units of the Project and all insurance proceeds, both present and future cash flows of the project "SSVR Acacia". • The receivables will be monitored and controlled through an escrow arrangement. • Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms). • Security cover to be maintained during tenure of loan is 1.75 x. • Escrow arrangement and Security to be created before disbursement. • Debt Service Reserve Fund (DSRA) - Post disbursal of each tranche, an amount equivalent to 3 months' interest applicable on the principal outstanding on that date, is to be kept as a term deposit with Bajaj Finance Ltd and a lien in favour of BHFL is to marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been repaid in part.
Other securities	The securities should provide a minimum-security cover of 1.75 times of the Facility Amount throughout the tenor of the Facility as per valuation done by BHFL empanelled Valuers.
Pre-disbursement conditions	The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent: • Project to be RERA registered as per the prevailing byelaws • Escrow account to be operational with the designated bank Indusind Bank Limited. • Borrower shall execute the financing/loan documents as per BHFL requirements. • Satisfactory completion of all diligences.

	• Undertaking from the Borrower stating clearly sold and unsold units in the Project. • Company certified cash flow statement for the entire tenure of the facilities. • CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project • Draft sale agreement / demand letters incorporating condition that the booking money / payments for the Project need to be in favor of the escrow account with the designated bank. • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. • Execution of Registered Mortgage of Project Land and unsold units of Project in favor of BHFL. • Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower. • NACH Form and Security cheques as per BHFL norm to be provided • RERA Certificate to be provided before the first disbursement. • Project "SSVR Acacia" to be insured with TATA AIG for the entire project cost & for the entire loan tenor before 2nd tranche disbursement.
Conditions to be satisfied within 30 days from first disbursement	Borrower is required to insure the project for the entire loan tenor upfront and for the full project cost to the satisfaction of the lender. Policy obtained to be endorsed in favor of Lender within 30 days from date of first disbursement.
Event of default.	The following events will, inclusive and not restricted, will constitute an event/s of default. • Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days. • Failure to deposit receivables as documented in the loan documents in the designated escrow account. • Breach of any representation and warranty by the Borrower and sponsor. • Breach of covenant or undertaking or other obligation. • Any order passed or an application being initiated for winding up/ dissolution / or filing of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time. • Non-compliance of RERA Act, Rules, Circulars, Notifications. • Cessation of business • Repudiation • Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies • Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them • Any change constitution of partnership without written consent from BHFL. • Any of the Financing Agreements becomes unenforceable against the Borrower.
Consequences of default	The following consequences, inclusive and not restricted, can be undertaken by BHFL in case of an event of default: • Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements • Accelerate maturity of the facilities together with all accrued interest and declare all amounts payable by the Borrower in respect of the facilities to be due and payable immediately

	• Suspend and terminate all undrawn commitments • Revise the rate upward by 400 basis points • Revise the escrow sweep percentage • All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facilities agreement shall be payable by the Borrower
Other covenants	• Borrower needs to submit a monthly MIS/report providing details of sales, collections & cancellations in the Project latest by 10th of the succeeding month. • If any event or circumstances occur which in the sole opinion of BHFL is likely to and/or adversely affect the ability of the Borrower or Guarantor to perform all or any of its obligations under the Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc. • Right to step into the Project in case the Borrower has defaulted. • Borrower shall not do any unauthorized construction nor deviate from approved sanction plans. • Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost. • The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project within 30 days or if Borrower collects more than 10% of the agreement value. • Borrower will obtain a specific release letter for every unit sold before the agreement to sell/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter is not obtained. • Borrower will not sell a bulk portion of the units without prior consent from BHFL. • The Project sale agreements/demand letters to incorporate a condition that the booking money / payments need to be made in favour of the escrow account with the designated bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement as may be required. • In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL. • The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities. • The holding company should not withdraw the profits earned in the business/capital invested in the business without meeting the instalment/dues/ overdue under this facility. Dividend if any paid should be paid after clearing dues to BHFL. • Adherence to the building norms and technical specifications as laid down by National Building Code (NBC). • Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities. • Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time. • BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry

BAJAJ HOUSING FINANCE LTD BANGALORE

	out inspection/examine the books of accounts till the currency of the loan • Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigations at all points of time till your total repayment of the entire loan amount together with applicable interest and charges. • In the event of a litigation filed during the tenure of the credit facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities. • The Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facilities, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further, BHFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the Sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower or without assigning any reasons thereof. • Any default or Financial Indebtedness of the Borrower under any other agreement or arrangement or guarantee or security with BHFL shall also constitute an event of default under this Agreement. The Lender is hereby authorized by the Borrower to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to Lender and/or any or all member (s) of its affiliates.
	• In case of non adherence/ violation/ non compliance of any covenants/ conditions, the Lender reserves the right to increase the rate of interest up to 4% per month on the entire loan outstanding • During the currency of the loan Borrower shall not, without prior approval in writing: o Affect any change in the capital structure of the firm/company. o Formulate any schemed of amalgamation / reconstitution o Undertake guarantee obligations on behalf of any other Borrower / organization. o Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL. o Permit any transfer of the controlling interest or make any drastic change in the management set up. o Divert/utilize funds to other associates/group companies o Change the Project plan originally submitted during the application of facilities.
Assignability	BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefits and any other interest created in its favour under any of the agreements or hereunder without prior approval or intimation to the Borrower or to any other bank / lender or financial institution with the same condition agreed with Lender and Borrower.
Audit	• BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds. • BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion.

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Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. [illegible]

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Details of unsold units (mortgaged to BHFL)

Sr. No	Floor	Flat No	Configuration	Area(In Sq Ft)
1	GROUND FLOOR	G005	2BHK	1155
2	GROUND FLOOR	G006	2BHK	1155
3	GROUND FLOOR	G007	2BHK	1155
4	GROUND FLOOR	G011	3BHK	1490
5	GROUND FLOOR	G012	3BHK	1490
6	GROUND FLOOR	G013	3BHK	1445
7	GROUND FLOOR	G023	2BHK	1170
8	GROUND FLOOR	G026	3BHK	1510
9	FIRST FLOOR	105	2BHK	1155
10	FIRST FLOOR	107	2BHK	1155
11	FIRST FLOOR	111	3BHK	1490
12	FIRST FLOOR	113	3BHK	1445
13	FIRST FLOOR	126	3BHK	1510
14	FIRST FLOOR	128	3BHK	1520
15	SECOND FLOOR	205	2BHK	1155
16	SECOND FLOOR	206	2BHK	1155
17	SECOND FLOOR	207	2BHK	1155
18	SECOND FLOOR	211	3BHK	1490
19	SECOND FLOOR	226	3BHK	1510
20	THIRD FLOOR	305	2BHK	1155
21	THIRD FLOOR	306	2BHK	1155
22	THIRD FLOOR	307	2BHK	1155
23	THIRD FLOOR	308	2BHK	1120
24	THIRD FLOOR	311	3BHK	1490
25	THIRD FLOOR	312	3BHK	1490
26	THIRD FLOOR	323	2BHK	1170

27	THIRD FLOOR	328	3BHK	1520
28	FIRST FLOOR	101	2BHK	1545
29	FIRST FLOOR	102	2BHK	1555
30	SECOND FLOOR	202	2BHK	1555
31	THIRD FLOOR	302	2BHK	1555
32	THIRD FLOOR	301	2BHK	1013
Total				**42,788**

List of sold units (Developer Share)

Sr. No	Floor	Flat No	Configuration	Area(In Sq Ft)	Agreement Value(Rs.)	Amount Received(Rs.)	Committed Receivables(Rs.)
1	GROUND FLOOR	G008	2BHK	1120	62,50,000.00	1,00,000.00	61,50,000.00
2	GROUND FLOOR	G009	2BHK	1220	66,00,000.00	38,20,000.00	27,80,000.00
3	GROUND FLOOR	G010	2BHK	1220	66,00,000.00	33,00,000.00	33,00,000.00
4	GROUND FLOOR	G014	2BHK	1220	62,33,000.00	37,46,700.00	24,86,300.00
5	GROUND FLOOR	G015	2BHK	1220	67,77,000.00	1,00,000.00	66,77,000.00
6	GROUND FLOOR	G024	2BHK	1170	63,50,000.00	45,70,000.00	17,80,000.00
7	GROUND FLOOR	G025	3BHK	1580	83,00,000.00	58,60,000.00	24,40,000.00
8	GROUND FLOOR	G027	3BHK	1445	76,25,000.00	46,25,000.00	30,00,000.00
9	GROUND FLOOR	G028	3BHK	1563	83,00,000.00	4,00,000.00	79,00,000.00
10	FIRST FLOOR	106	2BHK	1155	64,75,000.00	47,95,000.00	16,80,000.00
11	FIRST FLOOR	108	2BHK	1120	57,50,000.00	5,50,000.00	52,00,000.00
12	FIRST FLOOR	109	2BHK	1220	66,00,000.00	1,00,000.00	65,00,000.00

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Corporate ID No. L65910MH2008PLC042961

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13	FIRST FLOOR	110	2BHK	1220	64,50,000.00	37,90,000.00	26,60,000.00
14	FIRST FLOOR	112	3BHK	1490	81,40,000.00	4,70,000.00	76,70,000.00
15	FIRST FLOOR	114	2BHK	1220	[illegible]	[illegible]	[illegible]
16	FIRST FLOOR	115	2BHK	1220	66,00,000.00	1,00,000.00	65,00,000.00
17	FIRST FLOOR	123	2BHK	1170	64,00,000.00	20,00,000.00	44,00,000.00
18	FIRST FLOOR	124	2BHK	1170	59,00,000.00	35,00,000.00	24,00,000.00
19	FIRST FLOOR	125	3BHK	1580	77,77,760.25	55,60,000.00	22,17,760.25
20	FIRST FLOOR	127	3BHK	1445	69,65,000.00	43,93,000.00	25,72,000.00
21	SECOND FLOOR	208	2BHK	1120	61,75,000.00	37,35,000.00	24,40,000.00
22	SECOND FLOOR	209	2BHK	1220	62,00,000.00	22,61,000.00	39,39,000.00
23	SECOND FLOOR	210	2BHK	1220	69,49,000.00	23,29,000.00	46,20,000.00
24	SECOND FLOOR	212	3BHK	1490	80,00,000.00	20,00,000.00	60,00,000.00
25	SECOND FLOOR	213	3BHK	1445	78,32,000.00	45,66,400.00	32,65,600.00
26	SECOND FLOOR	214	2BHK	1220	61,00,000.00	40,00,000.00	21,00,000.00
27	SECOND FLOOR	215	2BHK	1220	62,00,000.00	46,40,000.00	15,60,000.00
28	SECOND FLOOR	223	2BHK	1170	52,00,000.00	12,00,000.00	40,00,000.00
29	SECOND FLOOR	224	2BHK	1170	58,85,775.00	13,00,000.00	45,85,775.00
30	SECOND FLOOR	225	3BHK	1580	75,78,391.17	20,20,000.00	55,58,391.17
31	SECOND	228	3BHK	1520	81,89,539.35	1,00,000.00	80,89,539.35

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Corporate ID No.
[illegible]

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	FLOOR						
32	THIRD FLOOR	308	2BHK	1720	62,00,000.00	47,40,000.00	14,60,000.00
33	THIRD FLOOR	310	2BHK	1220	64,00,000.00	33,00,000.00	31,00,000.00
34	THIRD FLOOR	313	3BHK	1445	65,02,500.00	47,42,700.00	17,59,800.00
35	THIRD FLOOR	314	2BHK	1220	68,75,000.00	34,00,000.00	34,75,000.00
36	THIRD FLOOR	315	2BHK	1220	67,70,000.00	1,00,000.00	66,70,000.00
37	THIRD FLOOR	324	2BHK	1170	59,50,000.00	28,00,000.00	31,50,000.00
38	THIRD FLOOR	325	3BHK	1580	77,77,760.25	50,60,000.00	22,17,760.25
39	THIRD FLOOR	326	3BHK	1510	80,30,000.00	1,00,000.00	79,30,000.00
	Total			50,728	26,55,07,726.02	10,73,93,850.00	15,81,13,876.02

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

BAJAJ HOUSING FINANCE LTD

I 6472/19-20 BNG (U)-VRT 6472 /2019-2020/1-34 R

DATED 18-01-2020

INDENTURE OF MORTGAGE CUM CHARGE

BY

SSVR BUILDERS & DEVELOPERS
As Security Provider

IN FAVOUR OF

BAJAJ HOUSING FINANCE LIMITED

As Secured Party

For SSVR BUILDERS & DEVELOPERS

N Rajyalakshmi

Managing Partner

1

Annexure - 2

BNG (U)-VRT 6474/2019-2020 /2-34

INDENTURE OF MORTGAGE CUM CHARGE

THIS INDENTURE OF MORTGAGE CUM CHARGE is made at Bangalore on the 18 of January 2020 (the "Indenture") by:

> **SSVR BUILDERS & DEVELOPERS**, a partnership firm incorporated under the Indian Partnership Act, 1932 having its principal place of business at Sy No - 72/2, Panathur Village, Varthur, Hobli, Bangalore (Bangalore) urban, Karnataka, 560087 and having its Permanent Account Number ("PAN") ACYFS2205A Rep by the hand of Mrs. Nalaballi Rajyalakshmi its Partner and Authorised Signatory

(Hereinafter referred to as "**Borrower**" in which expression shall unless the context otherwise requires include its successors and permitted assignees)

IN FAVOUR OF:

Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956 and a 'Company' within the meaning of Companies Act 2013 and having its Registered Office at Mumbai-Pune Road, Akurdi, Pune - 411035, (hereinafter referred to as the "**Lender**" or the "**Secured Party**" which expression shall unless the context otherwise requires include its successors and permitted assignees). Rep by the hand of Mr. MAHESH KUMAR GUPTA Authorised Signatory

WHEREAS:

(A) Pursuant to the Loan agreement dated 13-01-2020 entered into amongst inter alia the Borrower and the Lender (the "**Facility Agreement**"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "**Facility**"), for a loan amount of **Rs.10,00,00,000/- (Rupees Ten Crores Only)**

(B) One of the conditions of the Facility Agreement is that the Facility with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, inter alia, by a first ranking and exclusive (i) Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule - I ("Mortgage Property"); and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule - I (hereinafter referred to as the "Receivables"); Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "**Mortgage Properties**")

(C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.

NOW THIS INDENTURE WITNESSESAND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

1. DEFINITIONS

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreement. In addition:

Current Assets shall have the meaning ascribed to it under Section 2(v) (Grants and Transfers).

Final Settlement Date shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, ever contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

"**First Mortgaged Properties**" shall have the meaning set forth in Clause 5 (i) of the Indenture.

For SSVR BUILDERS & DEVELOPERS

N. Rajyalakshmi

Print Date & Time : 18-01-2020 01:00:56 PM

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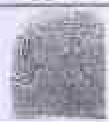
ಶ್ರೀ Bajaj Housing Finance Limited Rep by Authorised Signatory Maneesh Kumar Singh			

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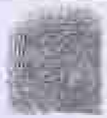
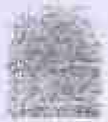
1	Bajaj Housing Finance Limited Rep by Authorised Signatory Maneesh Kumar Singh (ಬರೆಸಿಕೊಳ್ಳುವವರು)			
2	SBVR Builders &Developers Rep by its Partner and Authorised Signatory Nelaballi Rajyalakshmi (ಬರೆದುಕೊಡುವವರು)			N·Rajyalakshmi

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Suresh Varthur Bangalore 87	
2	Amar R D Jayanagar, Bangalore	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

"Fourth Mortgaged Properties" shall have the meaning set forth in Clause 5 (iv) of this Indenture.

Insurance Contracts shall mean collectively the insurance contracts and policies more particularly described in Schedule 2 (Insurance Contracts) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

Maximum Lending Rate shall have the meaning ascribed to it in Section 13(b)(iii) (Reimbursement with interest).

"Mortgaged Properties" means the Specifically Mortgaged Properties, the Current Assets and the Receivables.

Person shall mean any individual, corporation, partnership (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

"Second Mortgaged Properties" shall have the meaning set forth in Clause 5 (ii) of this Indenture.

Secured Liabilities shall mean the Facility or part of the Facility that has been secured by the Mortgaged Properties.

"Specifically Mortgaged Properties" or "Mortgaged Property" shall mean collectively the First Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"Third Mortgaged Premises" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

"Receivables" means all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Property and/or Project and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Property and/or Projects which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Property and/or Project and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, lease and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule** - I hereto.

2. CONSTRUCTION

In this Indenture:

(a) Reference to an account includes a reference to any sub-account of that account.

(b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and

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N. Rajagopal

(d) Words and abbreviations, which have well known technical or trade/commercial meanings are used in the Indenture in accordance with such meanings;

(e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and

(f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.

(g) The principles of interpretation set forth in Section 1.2 of the Facility Agreement shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

3. **BENEFIT OF INDENTURE**

The Secured Party shall hold the Security Interest created by the Security Provider in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Provider pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Security Provider under the Finance Documents on or prior to the Final Settlement Date.

4. **COVENANT TO PAY**

Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Provider covenants to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

5. **GRANT AND TRANSFERS**

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Obligors doth hereby grant, assure, charge and mortgage unto the Lender acting for its benefit by way of continuing security:

6. all and singular the premises, more particularly described in Schedule 1 hereto, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Obligors set against their name in Part A of Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "**First Mortgaged Properties**"), by way of registered mortgage in accordance with the terms of the Finance Documents.

7. Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors, in, to, under all assets of the Obligors relating to the Mortgaged Property including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors (the "**Second Mortgaged Properties**") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Obligors to commence and conduct in the name of the respective Obligors, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Obligors and pertaining to Second Mortgaged Properties and all other claims of the Obligors under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above description whether presently in existence or acquired hereafter, by way of registered mortgage in accordance with the terms of the Finance Documents.

For SEVK BUILDERS & DEVELOPERS

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ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಸ್ವೀಕೃತಿ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿ ಸ್ವೀಕೃತಿ ಪತ್ರ

ಶ್ರೀ Bajaj Housing Finance Limited Rep by Authorized Signatory Maneesh Kumar Singh ,
ಇವರಿಂದ 510000.00 ರೂಪಾಯಿಗಳನ್ನು ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕದ ಪಾವತಿಗಾಗಿ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

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ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	510000.00	DD No 829593 Rs.510000/- dated 17/Jan/2020 drawn on INDUSIND BANK,AECS LAYOUT.
ಒಟ್ಟು :	510000.00	

ಸ್ಥಳ : ಬೆಂಗಳೂರು

ದಿನಾಂಕ : 18/01/2020

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Designed and Developed by C- DAC Pune

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ನೋಂದಣಾಧಿಕಾರಿ (ವರ್ತೂರು)

Designed and Developed by C DAC, ACTS, Pune

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all the rights, interest, claims and benefit in the Escrow Account required to be created by the Issuer and/or Security Providers under any Transaction Documents, all cash flows relating to the Mortgaged Properties, more particularly the Project Receivables and Obligor's share of unsold Units in the Projects, and including all insurance proceeds, book debts, all cash flows, all bills, whether documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Obligors in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid account whether presently in existence or acquired hereafter (collectively, the "**Third Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents.

8. all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "**Fourth Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents.

9. by way of floating charge, all the current assets of the Borrower in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "**Current Assets**") by way of registered mortgage in accordance with the terms of the Finance Documents; and

(i) all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Mortgaged Property and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Mortgaged Property, which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of or under Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental

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discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor as more particularly described in **Part B of Schedule** - 3 hereto.

10. **CONVERSION OF FLOATING CHARGE**

The mortgage created over the Current Assets pursuant to Section 5 (c) above shall be a floating charge which shall be automatically and without prior notice by the Secured Party to the Borrower, be converted into a fixed charge upon the occurrence and continuance of any Event of Default which has not been cured within the relevant cure period or waived.

11. **RANKING**

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and shall have exclusive charge.

12. **SECURITY**

12.1 **Continuing Security**

The security created by or pursuant to these presents:

(a) is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Security Provider of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;

(b) is in addition and without prejudice to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and

(c) may be enforced against the Security Provider without first having recourse to any other rights of the Secured Party.

12.2 **Other Security**

This security is in addition to, and shall neither be merged in nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from the security hold or have) as regards the Security Provider or any other Person in respect of the Secured Liabilities.

12.3 **Cumulative Powers**

The powers conferred by this Indenture on the Secured Party and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised as often as the Secured Party or the receiver thinks appropriate in accordance with these presents; the Secured Party or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Security Provider acknowledges that the respective powers of the Secured Party and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Party or receiver as relevant.

12.4 **Avoidance of Payments**

If any amount paid by the Security Provider in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Security Provider or otherwise; or (b) required to be shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Provider or any other Person, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Security Provider or any other claimant by the Secured Party.

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13. **FURTHER ACQUISITION**

The Security Provider hereby covenants with the Secured Party that the Security Provider shall, so long as the Secured Liabilities remain outstanding, promptly upon acquisition, whether by way of ownership, lease or otherwise, of any other immovable property in India or elsewhere, inform the Secured Party.

14. **EASEMENTS**

For the consideration aforesaid the Security Provider doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties in and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all time thereafter.

15. **PROVISION FOR REDEMPTION**

If the Security Provider shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Security Provider, release unto the Security Provider or as the Security Provider shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

16. **REPRESENTATIONS AND WARRANTIES**

(a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.

(b) The Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

(c) The Security Provider further confirms and warrants that:

(i) The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;

(ii) The Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;

(iii) This Indenture when executed and delivered will constitute its legal valid and binding obligation;

(iv) Neither the execution and delivery by the Security Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;

(v) The Security Provider does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;

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(vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to grant charges and assignments pursuant hereto;

(vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and

(viii) All Authorisations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.

(ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

17. **COVENANTS AND PERMITTED USE**

(a) The Security Provider shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

(b) Additionally, the Security Provider hereby further covenants the following throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:

(i) _Enter possession upon the occurrence of Default etc._
Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(ii) _Further assurances_
The Security Provider and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Security Provider or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.

(iii) _Payment of all Taxes, rates etc._
The Security Provider shall at all times during the continuance of these presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Security Provider in respect of the Mortgaged Properties or any part thereof or the carrying out by the Security Provider or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged

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Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Security Provider and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Security Provider and would affect the security created hereunder.

(iv) <u>Maintenance of assets</u>
The Security Provider shall at all times and at its own cost and expense keep and maintain the Mortgaged Properties (other than Current Assets) in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Secured Party of any notice of defect or want of repair given pursuant to paragraph (v) below, repair and make good the same to the satisfaction of the Secured Party.

(v) <u>Inspection, repairs etc.</u>
The Security Provider shall permit the Secured Party and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Secured Party in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Party shall give notice thereof to the Security Provider calling upon the Security Provider to repair or replace the same. Upon the Security Provider's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part thereof at the expense of the Security Provider.
Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Party or any of them under these presents including the right to call for the whole of the Secured Liabilities as the case may be following the occurrence of a Default.

(vi) <u>*Property of the Security Provider*</u>
Ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute property of the Security Provider and at the disposal of the Security Provider save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Secured Party.

(vii) <u>Insurance</u>
Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Provider and the Secured Party in accordance with the requirements of the Finance Documents and in respect of the Mortgaged Properties and where applicable the Fixed Movable Assets being charged, the name of the Secured Party is duly endorsed as "**Beneficiary**"/"**Loss Payee**" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Security Provider.

(viii) <u>*Reimbursement with Interest*</u>
If any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Secured Party, the Security Provider will pay to the Secured Party the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purposes of this Indenture be taken to mean the applicable rate for the Lender which is the maximum lending rate for rupee loans prevailing at the time of any such payment by the Secured Party, whichever is higher (the "**Maximum Lending**

For SIVA BUILDERS & DEVELOPERS
N. Rajyalaxmi

BAJAJ HOUSING FINANCE LIMITED BANGALORE

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Rate"), from the date of payment by the Secured Party until the date of repayment by the Security Provider; and

(x) Receipts and other documents

Deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

(c) The Security Provider hereby confirms the provisions of Section 12 (Representations and Warranties) hereof and undertakes that during the subsistence of the Security created by the Security Provider in favour of the Secured Party, the Security Provider shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may in any manner prejudicially affect the securities and the rights created in favour of the Secured Party.

18. **SPECIFIC ACTIONS**

Without limiting the generality of the assurances and covenants hereinabove, the Security Provider will promptly upon receiving a request from the Secured Party:

(a) execute a valid legal mortgage (or in such other form as the Secured Party shall require) of any freehold or leasehold properties or other interests in immovable property, related to the Mortgaged Properties, presently or in the future belonging to the Security Provider and which is not hereby effectively charged or secured;

(b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage the Mortgaged Properties to the Secured Party and/or to enable the Secured Party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents;

(c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Security Provider of the same category as are intended to be secured or charged under these presents; and

(d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

19. **FAILURE TO PAY**

It is hereby agreed and declared that if the Security Provider shall fail to pay to the Secured Party the Secured Liabilities or any part thereof in the manner provided herein or in the Finance Documents, then the Mortgaged Properties hereby granted, assured and charged or expressed so to be shall not be redeemed or be redeemable by the Security Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities

(a) unless the Security Provider or such person or persons shall have given to the Secured Party one day's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day; or

(b) unless and in the alternative and in default or in lieu of such notice the Security Provider or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement as aforesaid.

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Managing Partners

and every failure on the part of the Security Provider or such Person or Persons to pay off the Secured Liabilities strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Party to a fresh notice of the same part of the default thereof or to one day's further interest at the rate aforesaid.

20. ENFORCEMENT

20.1 Occurrence of a Default

The Security created hereunder in favour of the Secured Party shall become enforceable by the Secured Party upon the occurrence of a Default.

20.2 General Enforcement Powers:

At any time after the security shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Indenture, the Secured Party may, without prejudice to any other rights it may have and without prior notice to the Security Provider:

(a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;

(b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Secured Party may consider fit;

(c) Exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;

(d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

(e) Substitute itself or its designee for the Security Provider under any or all of the contracts and arrangements in relation to the business of the Security Provider forming part of the Mortgaged Properties;

(f) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Secured Party or that of its officers or employees or assignee or designate or agent;

(g) Operate the accounts charged under this Indenture and appropriate all monies lying therein; and

(h) Take all such other action expressly or impliedly permitted under this Indenture or under the Applicable Law.

20.3 Powers of the Secured Party:

The Secured Party shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with the Applicable Law and the Finance Documents.

20.4 Sale without Intervention of Court:

(a) Subject to sub-clause 4(b) below, following the happening of a Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Provider, to sell, assign or concur with any other Person in selling, assigning the

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N. Rajgopal

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Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Party may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882 (the "**TP Act**");

(b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until:

(i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the TP Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Security Provider; or

(ii) interest on the Secured Liabilities amounting at least to Rs.1,00,000 shall be in arrears and remain unpaid for three months after becoming due.

(c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Security Provider in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only.

(d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act, shall apply to the security created hereunder as if the same were incorporated herein; and

(e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

20.6 : Appointment of Receiver

(i) At any time after the occurrence of an Event of Default, the Secured Party may appoint a receiver or receivers (the "**Receiver**") in respect of the Mortgaged Properties or any part thereof. Where more than one Receiver is so appointed any reference in this Deed to a Receiver shall apply to both or all of the receivers so appointed and the appointment shall be deemed to be

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a joint and several appointments so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

(ii) Such Receiver shall have and exercise all rights, powers and authorities vested in the Secured Party herein set forth or as such Receiver may have under the Applicable Law or equity or as the Secured Party may think expedient, including the following rights, power and authorities:

21. to take possession of and collect all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower/Mortgagor or otherwise as the Receiver shall consider fit;

22. to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Receiver shall consider fit, and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;

23. institute, prosecute and defend any proceedings in the name of the Security Provider or otherwise as may seem expedient in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties;

24. to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facility as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage);

25. to make any arrangement, settlement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the Receiver shall consider fit;

26. insure and keep insured the Mortgaged Properties against loss or damage by such risks and contingencies as the Secured Party or the Receiver may think fit, in such manner and in all respects as the Lender may think fit, and to maintain, renew or increase any insurances in respect of the Mortgaged Properties;

27. to make and effect all repairs, renewals, alterations, improvements, additions and developments, to or in respect of the Mortgaged Properties;

28. settle, arrange and compromise any accounts, claims, questions or disputes whatsoever which may arise in connection with the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties and/or in any way relating to the security interest created hereunder and execute releases and/or discharges in relation thereto;

29. execute and do all such acts, deeds and things as may appear to the Secured Party or the Receiver necessary or proper in relation to any of the aforesaid purposes;

30. operate the charged accounts and appropriate all monies lying therein in the manner as deemed fit;

31. do all such other acts and things as may be considered by the Secured Party or the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, perfection, improvement, realization or enforcement of the security interest created by this Deed;

32. for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by the Receiver in the exercise thereof or for any other purpose, to borrow from the Secured Party

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or any other Person on such terms (with or without security) as the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties ranking wholly or partly in priority to or exclusive with the security created hereunder provided that no person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

33. to obtain all Clearances, planning consents and permissions, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Secured Party or Receiver shall consider fit;

34. to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties or any part thereof as the Secured Party or the Receiver, as the case may be, shall consider fit or relating in any way to the Mortgaged Properties or part thereof;

35. to do all such things and take all such action as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Borrower;

36. to exercise all such other powers and authority as the Secured Party or the Receiver shall consider fit to confer and so that the Secured Party or the Receiver may in relation to the receivables originating from the Mortgaged Properties confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;

37. in the exercise of any of the above powers, to expend such sums as the Secured Party or the Receiver, as the case may be, may think fit. All such sums incurred by the Secured Party or the Receiver shall forthwith on receipt of a notice of demand from the Secured Party or the Receiver, be reimbursed by the Security Provider together with interest thereon at the rate which is equal to the Default Interest Rate and until such reimbursement by the Security Provider, such amounts shall form part of the Secured Liabilities.

38. Unless otherwise directed by the Secured Party, such Receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Law vested in the Secured Party.

39. Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions from time to time made and given by the Secured Party.

40. The Secured Party may from time to time fix the remuneration of such Receiver and shall direct payment thereof out of the receivables originating from the Mortgaged Properties Mortgaged Properties but the Security Provider alone shall be liable for the payment of such remuneration.

41. The Secured Party may from time to time and at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Secured Party but the Secured Party shall not be bound to require such security in any case.

42. The Secured Party may pay over to such Receiver any monies constituting part of the security to the intent that the same may be applied for the purpose hereof by such Receiver and the Secured Party may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.

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43. Every such Receiver shall be the agent of the Security Provider for all purposes and the Security Provider alone shall be responsible for his acts, defaults or misconduct and liable for any contract or engagement made or entered into by him (except in the case of gross negligence or willful default of the Receiver) and for his remuneration and.

44. The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Security Provider shall or shall not be in liquidation.

45. TRANSFER OF PROPERTY ACT

45.1 Section 67A

The provisions of section 67A of the TP Act, shall not apply to these presents and the Secured Party notwithstanding that the Secured Party may hold two or more mortgages executed by the Security Provider including these presents, in respect of which the Secured Party has the right to obtain the kind of decrees under section 67 of the TP Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due.

45.2 Continued Possession

It shall be lawful for the Security Provider to retain possession of and the Security Provider may use the Mortgaged Properties in accordance with the Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

45.3 Section 65A

The Security Provider shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Secured Party first had and obtained (which consent the Secured Party shall not be bound to give) on such terms and conditions as the Secured Party shall in their absolute discretion consider fit and the provisions of section 65A of the TP Act, shall not apply.

45.4 Proceeds of the Mortgaged Properties

The Secured Party shall not be liable to make any payment towards the Secured Liabilities from:

(a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof; or

(b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

46. APPOINTMENT OF RECEIVER

46.1 Right to appoint a Receiver

Subject to the observance of such restrictions as may be imposed by section 69A of the TP Act, or any other applicable statutory provisions, the Secured Party at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any Authorised Officer or Officers of such Person and may remove any receiver so appointed and appoint another in his stead.

46.2 Status, Powers and Remuneration of Receiver

(a) Appointment of any receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Properties.

(b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Party set forth herein or under

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Applicable Law or as the Secured Party may think expedient including the following rights, powers and authorities:

(i) to enter upon or take possession of, collect and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Security Provider or otherwise as the receiver shall consider fit;

(ii) to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or wilful default of the receiver;

(iii) To make any arrangement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the receiver shall consider fit;

(iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or pari passu with the security created hereunder;

(v) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;

(vi) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Security Provider or otherwise;

(vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;

(viii) to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Secured Party or receiver shall consider fit;

(ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Security Provider and the money so paid shall be deemed to be an expense properly incurred by the receiver;

(x) to settle, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Security Provider or relating in any way to the Mortgaged Properties or any part thereof;

(xi) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;

(xii) to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Properties and do all acts and things incidental thereto;

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(xiii) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Security Provider;

(xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;

(xv) To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Party or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

(xvi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

(xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Provider shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.

(c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Law vested in the Secured Party.

(d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;

(e) Subject to the provisions of section 69A of the TP Act, the Secured Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;

(f) The Secured Party from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Secured Party shall not be bound in any case to require any such security;

(g) The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Security Provider shall or shall not be in liquidation;

(h) All the powers, provisions and trusts contained in section 69A of the TP Act, shall apply to the receiver appointed under this Section;

(i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Security Provider and the Security Provider shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

(j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Secured Party.

47. **NOT MORTGAGEE IN POSSESSION**

It is hereby clarified that the Security Provider has not agreed to give possession of the Mortgaged Properties vide this Indenture and has not given possession of the Mortgaged Properties to the Secured Party.

Without prejudice to the generality of Section 17 (*Transfer of Property Act*), the Security Provider does hereby expressly agree with the Secured Party that neither the Secured Party

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DIRECTOR

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nor any receiver appointed as aforesaid shall, by reason of the Secured Party or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Security Provider to account as a mortgagee in possession for anything except actual receipts or be liable for any loss on for any default or omission for which a mortgagee in possession might be liable.

48. **PROTECTION OF SECURED PARTY AND RECEIVER: LIMITATION OF LIABILITY**

Neither the Secured Party nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise, of or the failure to exercise any of their respective rights, powers, authorities, discretions and trusts that may be vested in the Secured Party or the receiver.

49. **COSTS AND EXPENSES**

(a) The Security Provider shall, upon notice from the Secured Party pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Party under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture.

(b) The Security Provider shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization and recovery of the Secured Liabilities shall be added to the Secured Liabilities and be secured hereby.

(c) All costs, expenses, charges and fees paid or incurred by the Secured Party in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, (i) for payment of any costs, expenses, charges or fees in this Section or (ii) any expenses incurred by the Secured Party after a Default has occurred in connection with preservation of the Security Provider's assets (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Security Provider and the Security Provider undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or its authorised agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the Maximum Lending Rate from the date the Security Provider receives notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Provider, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.

50. **INDEMNITY**

The Secured Party and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those involving gross negligence or wilful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

51. **SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY**

51.1 **Appointment**

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N. Rajpalecl

Managing Partner

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The Security Provider hereby irrevocably appoints the Secured Party as well as each receiver:

(a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Provider to act and execute all deeds and things which the Security Provider is authorized to execute and do under the covenants and provisions herein contained;

(b) to generally to use the name of the Security Provider in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;

(c) to execute on behalf of the Security Provider at the cost of the Security Provider the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;

(d) to execute on behalf of the Security Provider at the cost of the Security Provider such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

and the Security Provider shall bear the expenses that may be incurred by the Secured Party or any receiver in that behalf.

Provided at any time prior to the occurrence of a Default, the Secured Party shall exercise its powers under this section 23.1 only if the Security Provider fails to comply with the instructions of the Secured Party under this Indenture.

51.2 Ratification

The Security Provider covenants with the Secured Party to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 23.1 hereinabove.

52. APPLICATION OF MONIES

All monies received by the Secured Party or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Secured Party and shall be applied (except as otherwise required by Applicable Law) in accordance with the Finance Documents.

53. WAIVER

53.1 No implied waiver or impairment

No delay or omission of the Secured Party or any receiver in exercising any right, power or remedy accruing of the Secured Party upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Secured Party or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Secured Party in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Secured Party herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Finance Documents.

53.2 Express Waiver

A waiver or consent granted by the Secured Party under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

54. MISCELLANEOUS

54.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Secured Liabilities by the Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Secured Party shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

54.2 Amendment

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Managing Partners

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The Security Provider and the Secured Party may amend or supplement the terms of this Indenture by mutual agreement in writing.

54.3 Other Remedies

The rights and remedies conferred upon the Secured Party under this Indenture:

(a) shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled; and

(b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Secured Party.

54.4 No Legal Title for Lender

The Lender shall not have any legal title to any part of the Mortgaged Properties provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

54.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right, remedy or claim under or in respect of this Indenture or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

54.6 Notices and Communications

Any notice or request to be given or made under this Agreement shall be given in address mentioned in Schedule 3 herein and in the manner prescribed in Clause 23 (Notices) of the Standard Terms and the said Clause shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full.

54.7 Provisions Severable

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

55. INCONSISTENCY

If there is any inconsistency between (i) the rights and the obligations of the Security Provider in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Security Provider in relation to the Finance Documents, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Security Provider under these presents are consistent with the rights and obligations of the Security Provider under the Finance Documents.

56. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with Indian law.

57. JURISDICTION

57.1 Jurisdiction

The Secured Party reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or any other Debt recovery laws available to the Secured Party from time to time.

57.2 Waiver of Objection

The Security Provider irrevocably waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at Pune and any claim that any such

For SSVR BUILDERS & DEVELOPERS

N. Rajalakshmi

Managing Partners

BANGALORE

Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Pune shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

67.3 **Right to take Proceedings in other Jurisdictions**
Nothing contained in this Section 29 (Jurisdiction), shall limit any right of the Secured Party to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Provider irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

67.4 **General Consent**
The Security Provider hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

67.5 **Waiver of Immunity**
To the extent that the Security Provider may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Provider hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

For SIVVI BUILDERS & DEVELOPERS

N. Rajagopal

Managing Partners

SCHEDULE 1 - PART - A

MORTGAGED PROPERTIES

Exclusive first charge by way of a registered mortgage of the following property:

All that land and parcel of land at project "SSVR Aasia" proportionate to the Unsold Flats listed hereinafter.

The Secured Obligations and the performance by the Obligors and Promoters of their obligations in relation thereto shall be secured by the Security in favour of the Secured Party. The Security shall include:

(ii) Exclusive first charge by way of a registered mortgage of the following property:

All that piece and parcel of unsold units constructed and erected on the following lands:

Item No.1

All that piece and parcel of the converted land bearing Sy No. 73/1, measuring 0-37 guntas, + 0-3 guntas of kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore – 560103 and the same is bounded by:

East by	:	Land bearing Sy No 73/3
West by	:	Road & land bearing Sy No 74
North by	:	Land bearing Sy No 72
South by	:	Land bearing Sy no 73/2

Item No.2

All that piece and parcel of the converted land bearing Sy no.73/3, measuring 38 guntas +0-3 guntas kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by:

East by	:	Land bearing Sy No 73/2
West by	:	Road & land bearing Sy No 75
North by	:	Land bearing Sy No 73/1
South by	:	Land bearing Sy no 71

Item No.3

All that piece and parcel of the converted land bearing Sy no 74/3, measuring 0-7 guntas out of 1 acre 20 guntas, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by:

East by	:	Adjacent land bearing Sy No 73/1 & 73/3
West by	:	Road
North by	:	Remaining Land in the same Sy No 74/3
South by	:	Land bearing Sy no 72/2

List of Unsold Units – Developers Share:

Sr. No.	Flat no.	Configuration 2/3 BHK	Area of Flat per sq ft
1	005	2BHK	1155
2	006	2BHK	1155
3	007	2BHK	1155
4	008	2BHK	1120
5	011	3BHK	1490

For SSVR BUILDERS & DEVELOPERS

N. Rajyalaxmi

Managing Partners

BAJAJ HOUSING FINANCE LIMITED BANGALORE

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6	012	3BHK	1490
7	013	3BHK	1445
8	014	2BHK	1220
9	023	2BHK	1170
10	024	2BHK	1170
11	025	3BHK	1580
12	026	3BHK	1510
13	028	3BHK	1520
14	105	2BHK	1135
15	106	2BHK	1155
16	107	2BHK	1135
17	111	3BHK	1490
18	112	3BHK	1490
19	113	3BHK	1445
20	114	2BHK	1220
21	115	2BHK	1220
22	126	3BHK	1510
23	128	3BHK	1520
24	205	2BHK	1155
25	207	2BHK	1135
26	211	3BHK	1490
27	212	3BHK	1490
28	226	3BHK	1510
29	228	3BHK	1520
30	305	2BHK	1135
31	306	2BHK	1155
32	307	2BHK	1135
33	308	2BHK	1120
34	311	3BHK	1490
35	312	3BHK	1490
36	314	2BHK	1220
37	315	2BHK	1220
38	323	2BHK	1170
39	326	3BHK	1510
40	328	3BHK	1520
41	161	2BHK	1545
42	102	2BHK	1555
43	202	2BHK	1555
44	303	2BHK	1013

For SPK BUILDERS & DEVELOPERS

N. Rajagopal

Managing Partners

BAJAJ HOUSING FINANCE LIMITED BANGALORE

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SCHEDULE 1 – PART – B

RECEIVABLES OF PROJECT

All the receivables from the property mentioned in Schedule – 1 – Part A and Part B including but not limited all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing / payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage become due, owing, payable or belonging to the Mortgagor in respect of the Mortgaged Property including without limitation to all the proceeds and considerations due to the Mortgagor, pursuant to the marketing of the Shop / Offices / Units and shall include the sale consideration, adjustable deposits premium, lease rentals, business centre charges, leave and license fees, advance rentals / licence fees / charges, rent out standings and claims but shall include all deposits (which are non adjustable) receivable by the Mortgagor in respect of Leases or Licenses to be created by the Mortgagor in respect of the Mortgaged Properties or the construction thereon or any part thereof.

List of Unsold Units Developers Share – Project "SSVR [illegible]"

Sr. No.	Flat no.	Configuration 2/3 BHK	Area of Flat per sq ft	Udu Sq.Ft.
1	005	2BHK	1155	571
2	006	2BHK	1155	571
3	007	2BHK	1155	571
4	008	2BHK	1120	554
5	011	3BHK	1490	737
6	012	3BHK	1490	737
7	013	3BHK	1445	715
8	014	2BHK	1220	603
9	023	2BHK	1170	579
10	024	2BHK	1170	579
11	025	3BHK	1580	784
12	026	3BHK	1510	747
13	028	3BHK	1520	752
14	105	2BHK	1155	571
15	106	2BHK	1155	571
16	107	2BHK	1155	571
17	111	3BHK	1490	737
18	112	3BHK	1490	737
19	113	3BHK	1445	715
20	114	2BHK	1220	603
21	115	2BHK	1220	603
22	126	3BHK	1510	747
23	128	3BHK	1520	752

For SSVR BUILDERS & DEVELOPERS

N. Rajyalakshmi

Managing Partners

HOUSING FINANCE LIMITED BANGALORE

24	205	2BHK	1155	571
25	207	2BHK	1155	571
26	211	3BHK	1490	737
27	212	3BHK	1490	737
28	226	3BHK	1510	747
29	228	3BHK	1520	752
30	305	2BHK	1155	571
31	306	2BHK	1155	571
32	307	2BHK	1155	571
33	308	2BHK	1120	554
34	311	3BHK	1490	737
35	312	3BHK	1490	737
36	314	2BHK	1220	603
37	315	2BHK	1220	603
38	323	2BHK	1170	579
39	326	3BHK	1510	747
40	328	3BHK	1520	752
41	101	2BHK	1545	764
42	102	2BHK	1555	764
43	202	2BHK	1555	769
44	201	2BHK	1013	501

List of sold Flats Developers Share - Project "SSVR Aquila"

Sr. No.	Flat no.	Configuration 2/3 BHK	Sale Price per sq ft	Area of Flat per sq ft	Agreement Value	Sales receivables towards Car Parking, Club etc.	Total value	Uds Sq.Ft.
1	009	2BHK	4537	1220	55,35,140	7,50,000	62,85,140	603
2	014	2BHK	4537	1220	55,35,140	7,50,000	62,85,140	603
3	015	2BHK	4528	1220	55,24,160	7,50,000	62,74,160	603
4	027	3BHK	4200	1445	60,69,000	7,50,000	68,19,000	715

For SSVR BUILDERS & DEVELOPERS

N. Rajagopal

Managing Partners

BANGALORE

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5	108	2BHK	4220	1120	47,26,400	7,50,000	54,76,400	504
6	109	2BHK	4303	1220	52,49,660	7,50,000	59,99,660	603
7	110	2BHK	4420	1220	53,92,400	7,50,000	61,42,400	603
8	123	2BHK	4569	1170	53,45,730	7,50,000	60,95,730	579
9	124	2BHK	4162	1170	48,69,540	7,50,000	56,19,540	579
10	125	3BHK	4214	1580	66,58,120	7,50,000	74,08,120	784
11	127	3BHK	4072	1445	58,84,040	7,50,000	66,34,040	715
12	206	2BHK	4463	1155	51,54,765	7,50,000	59,04,765	571
13	208	2BHK	4200	1120	47,04,000	7,50,000	54,54,000	504
14	209	2BHK	4225	1220	51,54,500	7,50,000	59,04,500	603
15	210	2BHK	4342	1220	52,97,240	7,50,000	60,47,240	603
16	213	3BHK	4200	1445	60,69,000	7,50,000	68,19,000	715
17	214	2BHK	4147	1220	50,59,340	7,50,000	58,09,340	603
18	215	2BHK	4225	1220	51,54,500	7,50,000	59,04,500	603
19	223	2BHK	4243	1170	49,64,310	7,50,000	57,14,310	579
20	224	2BHK	4150	1170	48,55,500	7,50,000	56,05,500	579
21	225	3BHK	4200	1580	66,36,000	7,50,000	73,86,000	784
22	309	2BHK	4225	1220	51,54,500	7,50,000	59,04,500	603
23	310	2BHK	4381	1220	53,44,820	7,50,000	60,94,820	603
24	313	3BHK	4200	1445	60,69,000	7,50,000	68,19,000	715

For SEVE BUILDERS & DEVELOPERS

N. Rajyalaxmi

Managing Partners

25	324	2BHK	4202	1170	49,16,340	7,50,000	56,66,340	579
26	325	3BHK	4214	1580	66,58,120	7,50,000	74,08,120	784
27	302	3BHK	4463	1555	69,39,965	7,50,000	76,89,965	769

For [illegible] Builders & Developers

N. Rajagopal [signature]

Managing Partners

Housing Finance Limited Bangalore

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SCHEDULE 2
INSURANCE CONTRACTS

[illegible]

N. Rajagopal

Managing Partners

BNG (U)-VRT 6470/2019-2020/33-34

58.

SCHEDULE 1

NOTICES TO PARTIES

The address for service of notice to the Security Provider shall be:

Address:

> **SSVK BUILDERS & DEVELOPERS**, a partnership firm incorporated under the Indian Partnership Act, 1932 having its principal place of business at Sy No – 72/2, Panathur Village, Varthur, Hobli, Bengaluru (Bangalore) urban, Karnataka, 560087 and having its Permanent Account Number ("PAN") [illegible].

Attn: Mrs. Nelahalli Rajyalakshmi

The address for service of notice to the Secured Party shall be:

Bajaj Housing Finance Limited

Address: 2nd Floor, J K Towers, 4th Cross Road, Sangam Circle, 8th Block, Jayanagar, Bengaluru, Karnataka 560011

Fax No.:

Attn: Mr. Siddesh Kumar N

Or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider.

For SSVK BUILDERS & DEVELOPERS

N. Rajyalakshmi

Managing Partners

BNG (U)-VRT 6474/2019-2020/34-36

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written

SIGNED AND DELIVERED by the within named Borrower, **SSVR BUILDERS & DEVELOPERS**, by the hand of **Nelabolli Rajyalakshmi**, its Partner and Authorized Signatory

For SSVR BUILDERS & DEVELOPERS

N. Rajyalaksh

Managing Partners

SIGNED, SEALED AND DELIVERED by the within named "**Lender**" **Bajaj Housing Finance Limited** by the hand of

Mr. NAWEESH KUMAR SINGH

authorized representative of the Lender

BAJAJ HOUSING FINANCE LIMITED
BANGALORE

WITNESS

1) Suresh
Venkatesh
Bangalore

2) (ANIR R.D)
Jayanagar, Bangalore

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE

Annexure - 2

2735/2021 BNG (U)-VRT 2735/2020-21 / 1-32

DATED 14 - 10 - 2020

INDENTURE OF MORTGAGE CUM CHARGE

BY

SSVR BUILDERS AND DEVELOPERS AND OTHERS
As Security Provider

IN FAVOUR OF

BAJAJ HOUSING FINANCE LIMITED

As Secured Party

N.P. N. Rajagopal

BNG(U)-VRT 2735/2020-21 / 38

INDENTURE OF MORTGAGE CUM CHARGE

THIS INDENTURE OF MORTGAGE CUM CHARGE is made at Bangalore on this 14 of 10 2020 (the "**Indenture**") by:

SSVR Builders and Developers, a partnership firm incorporated under the Indian Partnership Act 1932 having its principal place of business at Sy No. 72/1, 72/2, Panathuru Village, Varthur, Hobli, Bengaluru(Bangalore) Urban, Karnataka 560087 and having its Permanent Account Number ("PAN") ACYFS3205R Represented by its Managing Partner **Mrs Nelaballi Rajyalakshmi**

(Hereinafter referred to as "**Borrower**" or which expression shall unless the context otherwise requires include its successors and permitted assignees).

IN FAVOUR OF:

Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956 and a 'Company' within the meaning of Companies Act 2013 and having its Registered Office at Mumbai-Pune Road, Akurdi, Pune – 411035, (hereinafter referred to as the "**Lender**" or the "**Secured Party**" which expression shall unless the context otherwise requires include its successors and permitted assignees). Rep By it's Authorised Signatory Mr. MAHEESH KUMAR SINGH

WHEREAS:

(A) Pursuant to the Loan agreement dated 13-10-2020 entered into amongst *inter alia* the Borrower and the Lender (the "**Facility Agreement**"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "**Facility**"), for a loan amount of **Rs.6,00,00,000/- (Rupees Six Crores Only)**

(B) One of the conditions of the Facility Agreement is that the Facility with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and exclusive (i) Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule – I ("Mortgage Property") and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule – I (hereinafter referred to as the "Receivables"). Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "**Mortgage Properties**")

(C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.

NOW THIS INDENTURE WITNESSESAND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

1. DEFINITIONS

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreement. In addition:

Current Assets shall have the meaning ascribed to it under Section 5(v) (*Grants and Transfers*).

Final Settlement Date shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

"**First Mortgaged Properties**" shall have the meaning set forth in Clause 5 (i) of this Indenture.

"**Fourth Mortgaged Properties**" shall have the meaning set forth in Clause 5 (iv) of this

For SSVR BUILDERS & DEVELOPERS N. Rajyalakshmi Partner

Print Date & Time : 14-10-2020 04:03:36 PM

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BNG (U) -VRT 2735 /2020-21 / 3-32

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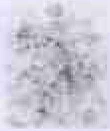
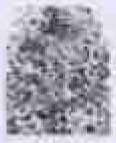
1	ನೋಂದಣಿ ಶುಲ್ಕ	25000.00
2	ಸೇವಾ ಶುಲ್ಕ	1260.00
	ಒಟ್ಟು :	26260.00

ಶ್ರೀ BAJAJ HOUSING FINANCE LIMITED REP BY ITS AUTHORISED SIGNATORY MR.MANEESH KUMAR SINGH ಬಿನ್ JAGAT NARAYAN ಇವರಿಂದ ಹಾಜರ್ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ BAJAJ HOUSING FINANCE LIMITED REP BY ITS AUTHORISED SIGNATORY MR.MANEESH KUMAR SINGH ಬಿನ್ JAGAT NARAYAN			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	BAJAJ HOUSING FINANCE LIMITED REP BY ITS AUTHORISED SIGNATORY MR.MANEESH KUMAR SINGH . ಬಿನ್ JAGAT NARAYAN (ಬರೆದುಕೊಡುವವರು)			
2	SSVR BUILDERS AND DEVELOPERS REP BY ITS MANAGING PARTNER NELABALLI RAJYALAKSHMI . (ಬರೆದುಕೊಡುವವರು)			For SSVR BUILDERS & DEVELOPERS N Rajyalakshmi Partner

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

BNG(U)-VRT 2235 /2020-21 / I - 528

Indenture.

Insurance Contracts shall mean collectively the insurance contracts and policies, more particularly described in Schedule 2 (*Insurance Contracts*) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

Maximum Lending Rate shall have the meaning ascribed to it in Section 13(b)(viii) (*Reimbursement with Interest*).

"**Mortgaged Properties**" means the Specifically Mortgaged Properties, the Current Assets and the Receivables.

Person shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

"**Second Mortgaged Properties**" shall have the meaning set forth in Clause 5 (ii) of this Indenture.

Secured Liabilities shall mean the Facility or part of the Facility that has been secured by the Mortgaged Properties.

"**Specifically, Mortgaged Properties**" or "Mortgaged Property" shall mean collectively the First Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"**Third Mortgaged Premises**" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

"**Receivables**" means all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Property and/or Project and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Property and/or Projector which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Property and/or Project and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule** – I hereto.

2. CONSTRUCTION

In this Indenture:

(a) Reference to an account includes a reference to any sub-account of that account;

(b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and

(d) Words and abbreviations, which have, well known technical or trade/commercial

N Rajgopal Partner

BAJAJ HOUSING FINANCE LTD. BANGALORE

ಸಾಕ್ಷಿದಾರರು

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2735 /2020-21 /5-32

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	AMAR R D JAYANAGAR, BANGALORE	
2	PRASAD VARTHUR, BANGALORE	B Prasad

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ VRT-1-02735-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ VRTD804 ರಲ್ಲಿ
ದಿನಾಂಕ 14-10-2020 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ (ವರ್ತೂರು)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

Designed and Developed by C-DAC, ACTS, Pune

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meanings are used in this Indenture in accordance with such meanings;

(e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and

(f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.

(g) The principles of interpretation set forth in Section 1.2 of the Facility Agreement shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

3. BENEFIT OF INDENTURE

The Secured Party shall hold the Security Interest created by the Security Provider in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Provider pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Security Provider under the Finance Documents on or prior to the Final Settlement Date.

4. COVENANT TO PAY

Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Provider covenants to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

5. GRANT AND TRANSFERS

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Obligors doth hereby grant, assure, charge and mortgage unto the Lender acting for its benefit by way of continuing security:

(i) all and singular the premises more particularly described in Schedule 1 hereto, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Obligors set against their name in Part A of Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "**First Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents.

(ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors in, to, under all assets of the Obligors relating to the Mortgaged Property including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors (the "**Second Mortgaged Properties**") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Obligors to commence and conduct in the name of the respective Obligors any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Obligors and pertaining to Second Mortgaged Properties and all other claims of the Obligors under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above description whether presently in existence or acquired hereafter, by way of registered mortgage in

For [illegible] BUILDERS & DEVELOPERS

N. Rajyalaxmi

BAJAJ HOUSING FINANCE LTD. BANGALORE

BNG (U) -[illegible] 2735 /2020-21 / 7-32[illegible]

[redacted]

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಸ್ವೀಕೃತಿ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿನ ಸ್ವೀಕೃತಿ ಪತ್ರ

ಶ್ರೀ BAJAJ HOUSING FINANCE LIMITED REP BY ITS AUTHORISED SIGNATORY MR.MANEESH KUMAR SINGH . ರವರಿಂದ 306000.00 ರೂಪಾಯಿಗಳನ್ನು [illegible] ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಸ್ವೀಕರಿಸಲಾಗಿದೆ

ವಿವರ	ಮೊತ್ತ (ರೂ.)	ಪಾವತಿ ಮಾಡಿರುವ ವಿಧ
[illegible] ಡಿ.ಡಿ	306000.00	DD No 204943 Rs 306000/- dated 14/Oct/2020 drawn on UNION BANK OF INDIA,BHUVANESHWARINAGAR.
ಒಟ್ಟು :	306000.00	

ಸ್ಥಳ : ಬೆಂಗಳೂರು

ದಿನಾಂಕ : 14/10/2020

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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(ಬೆಂಗಳೂರು)

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accordance with the terms of the Finance Documents;

all the rights, interest, claims and benefit in the Escrow Account required to be created by the Issuer and/or Security Providers under any Transaction Documents, all cash flows relating to the Mortgaged Properties, more particularly the Project Receivables and Obligor's share of unsold Units in the Projects, and including all insurance proceeds, book debts, all cash flows, all bills, whether documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Obligors in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid account whether presently in existence or acquired hereafter (collectively, the "**Third Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents;

(iii) all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "**Fourth Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents;

(iv) by way of floating charge, all the current assets of the Borrower in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "**Current Assets**") by way of registered mortgage in accordance with the terms of the Finance Documents; and

(v) all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Mortgaged Property and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Mortgaged Property, which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of or under Mortgaged Property and all other building and structures constructed /to be constructed under

For [illegible] BUILDERS & DEVELOPERS

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or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule** – I hereto.

6. CONVERSION OF FLOATING CHARGE

The mortgage created over the Current Assets pursuant to Section 5 (v) above shall be a floating charge which shall be automatically and without prior notice by the Secured Party to the Borrower, be converted into a fixed charge upon the occurrence and continuance of any Event of Default which has not been cured within the relevant cure period or waived.

7. RANKING

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and shall have exclusive charge.

8. SECURITY

8.1 Continuing Security

The security created by or pursuant to these presents:

(a) is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Security Provider of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;

(b) is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and

(c) may be enforced against the Security Provider without first having recourse to any other rights of the Secured Party.

8.2 Other Security

This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Security Provider or any other Person in respect of the Secured Liabilities.

8.3 Cumulative Powers

The powers conferred by this Indenture on the Secured Party and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised as often as the Secured Party or the receiver thinks appropriate in accordance with these presents; the Secured Party or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever and the Security Provider acknowledges that the respective powers of the Secured Party and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Party or receiver as relevant.

8.4 Avoidance of Payments

If any amount paid by the Security Provider in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Security Provider or otherwise, or (b) required to be shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Provider or any other Person, then for the purpose of this Indenture such amount shall not be considered to have been paid when such

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payment is returned or becomes liable to be returned to the Security Provider or any other claimant by the Secured Party.

9. FURTHER ACQUISITION

The Security Provider hereby covenants with the Secured Party that the Security Provider shall, so long as the Secured Liabilities remains outstanding, promptly upon acquisition, whether by way of ownership, lease or otherwise, of any other immovable property in India or elsewhere, inform the Secured Party.

10. EASEMENTS

For the consideration aforesaid the Security Provider doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all-time thereafter.

11. PROVISION FOR REDEMPTION

If the Security Provider shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Security Provider, release unto the Security Provider or as the Security Provider shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

12. REPRESENATIONS AND WARRANTIES

(a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.

(b) The Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

(c) The Security Provider further confirms and warrants that:

(i) The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;

(ii) The Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;

(iii) This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

(iv) Neither the execution and delivery by the Security Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;

(v) The Security Provider does not have any outstanding lien or obligation to

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create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;

(vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to grant charges and assignments pursuant hereto;

(vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and

(viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.

(ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

13. COVENANTS AND PERMITTED USE

(a) The Security Provider shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

(b) Additionally, the Security Provider hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:

(i) _Enter possession upon the occurrence of Default etc._
Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(ii) _Further assurances_
The Security Provider and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Security Provider or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.

(iii) _Payment of all Taxes, rates, etc._
The Security Provider shall at all times during the continuance of these presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable

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by the Security Provider in respect of the Mortgaged Properties or any part thereof or the carrying out by the Security Provider or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Security Provider and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Security Provider and would affect the security created hereunder.

(iv) *Maintenance of assets*

The Security Provider shall at all times and at its own cost and expense keep and maintain the Mortgaged Properties (other than Current Asset) in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Secured Party of any notice of defect or warrant of repair given pursuant to paragraph (v) below, repair and make good the same to the satisfaction of the Secured Party.

(v) *Inspection, repairs, etc.*

The Security Provider shall permit the Secured Party and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Secured Party in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Party shall give notice thereof to the Security Provider calling upon the Security Provider to repair or replace the same. Upon the Security Provider's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part hereof at the expense of the Security Provider.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Party or any of them under these presents including the right to call for the whole of the Secured Liabilities as the case may be following the occurrence of a Default.

(vi) *Property of the Security Provider*

Ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute property of the Security Provider and at the disposal of the Security Provider save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Secured Party.

(vii) *Insurance*

Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Provider and the Secured Party in accordance with the requirements of the Finance Documents and in respect of the Mortgaged Properties and where applicable the Fixed Movable Assets being charged, the name of the Secured Party is duly endorsed as "**Beneficiary**"/"**Loss Payee**" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Security Provider.

(viii) *Reimbursement with Interest*

If any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Secured Party, the Security Provider will pay to the Secured Party the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purposes of this

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indenture be taken to mean the applicable rate for the Lender which is the maximum lending rate for rupee loans prevailing at the time of any such payment by the Secured Party, whichever is higher (the "**Maximum Lending Rate**"), from the date of payment by the Secured Party until the date of repayment by the Security Provider; and

(ix) *Receipts and other documents*
Deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

(c) The Security Provider hereby confirms the provisions of Section 12 (*Representations and Warranties*) hereof and undertakes that during the subsistence of the Security created by the Security Provider in favour of the Secured Party, the Security Provider shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in any manner prejudicially affect the securities and the rights created in favour of the Secured Party.

14. SPECIFIC ACTIONS

Without limiting the generality of the assurances and covenants hereinabove, the Security Provider will promptly upon receiving a request from the Secured Party:

(a) execute a valid legal mortgage (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property, related to the Mortgaged Properties, presently or in the future belonging to the Security Provider and which is not hereby effectively charged or secured;

(b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage the Mortgaged Properties to the Secured Party and/or to enable the Secured Party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents;

(c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Security Provider of the same category as are intended to be secured or charged under these presents; and

(d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

15. FAILURE TO PAY

It is hereby agreed and declared that if the Security Provider shall fail to pay to the Secured Party, the Secured Liabilities or any part thereof in the manner provided herein or in the Finance Documents, then the Mortgaged Properties hereby granted, assured and charged or expressed so to be shall not be redeemed or be redeemable by the Security Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities:

(a) unless the Security Provider or such person or persons shall have given to the Secured Party one day's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day; or

(b) unless and in the alternative and in default or in lieu of such notice the Security Provider or such Person or Persons shall pay to the Secured Party in addition to the

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Secured Liabilities and at the same time a further sum equivalent to one day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement as aforesaid.

and every failure on the part of the Security Provider or such Person or Persons to pay off the Secured Liabilities strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Party to a fresh notice of the same part of the default thereof or to one day's further interest at the rate aforesaid.

16. ENFORCEMENT

16.1 Occurrence of a Default

The Security created hereunder in favour of the Secured Party shall become enforceable by the Secured Party upon the occurrence of a Default.

16.2 General Enforcement Powers:

At any time after the security shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Indenture, the Secured Party may, without prejudice to any other rights it may have and without prior notice to the Security Provider:

(a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;

(b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as the Secured Party may consider fit;

(c) Exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;

(d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

(e) Substitute itself or its designee for the Security Provider under any or all of the contracts and arrangements in relation to the business of the Security Provider forming part of the Mortgaged Properties;

(f) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or willful misconduct of the Secured Party or that of its officers or employees or assignee or designee or agent;

(g) Operate the accounts charged under this Indenture and appropriate all monies lying therein; and

(h) Take all such other action expressly or impliedly permitted under this Indenture or under the Applicable Law.

16.3 Powers of the Secured Party:

The Secured Party shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and May in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with the Applicable Law and the Finance Documents.

16.4 Sale without Intervention of Court:

(a) Subject to sub-clause 4(b) below, following the happening of a Default, it shall be

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lawful for the Secured Party at any time without any further consent of the Security Provider to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Party may deem proper with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882 (the "**TP Act**");

(b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until: -

(i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the TP Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Security Provider; or

(ii) interest on the Secured Liabilities amounting at least to Rs 1,00,000 shall be in arrears and remain unpaid for three months after becoming due;

(c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Security Provider in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

(d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act shall apply to the security created hereunder as if the same were incorporated herein; and

(e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

16.5 : Appointment of Receiver

(i) At any time after the occurrence of an Event of Default, the Secured Party may appoint a receiver or receivers (the "**Receiver**") in respect of the Mortgaged Properties or any part thereof. Where more than one Receiver is

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so appointed any reference in this Deed to a Receiver shall apply to both or all of the receivers so appointed and the appointment shall be deemed to be a joint and several appointments so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

(ii) Such Receiver shall have and exercise all rights, powers and authorities vested in the Secured Party herein set forth or as such Receiver may have under the Applicable Law or equity or as the Secured Party may think expedient, including the following rights, power and authorities:

a. to take possession of and collect all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower/Mortgagor or otherwise as the Receiver shall consider fit;

b. to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise.

c. institute, prosecute and defend any proceedings in the name of the Security Provider or otherwise as may seem expedient in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties;

d. to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facility as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage);

e. to make any arrangement, settlement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the Receiver shall consider fit;

f. insure and keep insured the Mortgaged Properties against loss or damage by such risks and contingencies as the Secured Party or the Receiver may think fit, in such manner and in all respects as the Lender may think fit, and to maintain, renew or increase any insurances in respect of the Mortgaged Properties;

g. to make and effect all repairs, renewals, alterations, improvements, additions and developments, to or in respect of the Mortgaged Properties;

h. settle, arrange and compromise any accounts, claims, questions or disputes whatsoever which may arise in connection with the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties and/or in any way relating to the security interest created hereunder and execute releases and/or discharges in relation thereto;

i. execute and do all such acts, deeds and things as may appear to the Secured Party or the Receiver necessary or proper in relation to any of the aforesaid purposes;

j. operate the charged accounts and appropriate all monies lying therein in the manner as deemed fit;

k. do all such other acts and things as may be considered by the Secured Party or the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, perfection, improvement, realization or enforcement of the security interest created by this Deed.

l. for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or

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expenses which may be incurred by the Receiver in the exercise thereof or for any other purpose, to borrow from the Secured Party or any other Person on such terms (with or without security) as the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties ranking wholly or partly in priority to or exclusive with the security created hereunder provided that no person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

m. to obtain all Clearances, planning consents and permissions, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Secured Party or Receiver shall consider fit;

n. to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties or any part thereof as the Secured Party or the Receiver, as the case may be, shall consider fit or relating in any way to the Mortgaged Properties or part thereof;

o. to do all such things and take all such action as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Borrower;

p. to exercise all such other powers and authority as the Secured Party or the Receiver shall consider fit to confer and so that the Secured Party or the Receiver may in relation to the receivables originating from the Mortgaged Properties confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;

q. in the exercise of any of the above powers, to expend such sums as the Secured Party or the Receiver, as the case may be, may think fit. All such sums incurred by the Secured Party or the Receiver shall forthwith, on receipt of a notice of demand from the Secured Party or the Receiver, be reimbursed by the Security Provider together with interest thereon at the rate which is equal to the Default Interest Rate and until such reimbursement by the Security Provider, such amounts shall form part of the Secured Liabilities.

iii. Unless otherwise directed by the Secured Party, such Receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Law vested in the Secured Party;

iv. Such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions from time to time made and given by the Secured Party;

v. The Secured Party may from time to time fix the remuneration of such Receiver and shall direct payment thereof out of the receivables originating from the Mortgaged Properties Mortgaged Properties, but the Security Provider alone shall be liable for the payment of such remuneration;

vi. The Secured Party may from time to time and at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Secured Party but the Secured Party shall not be bound to require such security in any case;

vii. The Secured Party may pay over to such Receiver any monies constituting part of the security to the intent that the same may be applied for the purpose hereof by such Receiver and

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the Secured Party may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.

viii. Every such Receiver shall be the agent of the Security Provider for all purposes and the Security Provider alone shall be responsible for his acts, defaults or misconduct and liable on any contract or engagement made or entered into by him (except in the case of gross negligence or willful default of the Receiver) and for his remuneration; and

ix. The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for in respect of any debts or other liabilities incurred by any such Receiver whether the Security Provider shall or shall not be in liquidation.

17. TRANSFER OF PROPERTY ACT

17.1 Section 67A

The provisions of section 67A of the TP Act, shall not apply to these presents and the Secured Party notwithstanding that the Secured Party may hold two or more mortgages executed by the Security Provider including these presents, in respect of which the Secured Party has the right to obtain the kind of decrees under section 67 of the TP Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due;

17.2 Continued Possession

It shall be lawful for the Security Provider to retain possession of and the Security Provider may use the Mortgaged Properties in accordance with the Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

17.3 Section 65A

The Security Provider shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Secured Party first had and obtained (which consent the Secured Party shall not be bound to give) on such terms and conditions as the Secured Party shall in their absolute discretion consider fit and the provisions of section 65A of the TP Act, shall not apply;

17.4 Proceeds of the Mortgaged Properties

The Secured Party shall not be liable to make any payment towards the Secured Liabilities from:

(a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or

(b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

18. APPOINTMENT OF RECEIVER

18.1 Right to appoint a Receiver

Subject to the observance of such restrictions as may be imposed by section 69A of the TP Act, or any other applicable statutory provisions, the Secured Party at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any Authorised Officer or Officers of such Person and may remove any receiver so appointed and appoint another in his stead.

18.2 Status, Powers and Remuneration of Receiver

(a) Appointment of any receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Properties;

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(b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Party set forth herein or under Applicable Law or as the Secured Party may think expedient, including the following rights, powers and authorities:

(i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Security Provider or otherwise as the receiver shall consider fit;

(ii) to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the receiver;

(iii) To make any arrangement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the receiver shall consider fit;

(iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or pari passu with the security created hereunder;

(v) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;

(vi) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Security Provider or otherwise;

(vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;

(viii) to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Secured Party or receiver shall consider fit;

(ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Security Provider and the money so paid shall be deemed to be an expense properly incurred by the receiver;

(x) to settle, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Security Provider or relating in any way to the Mortgaged Properties or any part thereof;

(xi) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;

(xii) to implement or continue the development of (and obtain all clearances and

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other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Properties and do all acts and things incidental thereto;

(xiii) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Security Provider;

(xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;

(xv) To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Party or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

(xvi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

(xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Provider shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.

(c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Secured Party;

(d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;

(e) Subject to the provisions of section 69A of the TP Act, the Secured Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;

(f) The Secured Party from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Secured Party shall not be bound in any case to require any such security;

(g) The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Security Provider shall or shall not be in liquidation;

(h) All the powers, provisions and trusts contained in section 69A of the TP Act, shall apply to the receiver appointed under this Section;

(i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Security Provider and the Security Provider shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

(j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Secured Party.

19. NOT MORTGAGEE-IN-POSSESSION

It is hereby clarified that the Security Provider has not agreed to give possession of the Mortgaged Properties vide this Indenture and has not given possession of the Mortgaged

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Properties to the Secured Party.

Without prejudice to the generality of Section 17 (*Transfer of Property Act*), the Security Provider does hereby expressly agree with the Secured Party that neither the Secured Party nor any receiver appointed as aforesaid shall, by reason of the Secured Party or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Security Provider to account as a mortgagee in possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee in possession might be liable.

20. PROTECTION OF SECURED PARTY AND RECEIVER: LIMITATION OF LIABILITY

Neither the Secured Party nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise, of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Secured Party or the receiver.

21. COSTS AND EXPENSES

(a) The Security Provider shall, upon notice from the Secured Party pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Party under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this indenture.

(b) The Security Provider shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization and recovery of the Secured Liabilities shall be added to the Secured Liabilities and be secured hereby.

(c) All costs, expenses, charges and fees paid or incurred by the Secured Party in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, (i) for payment of any costs, expenses, charges or fees in this Section or (ii) any expenses incurred by the Secured Party after a Default has occurred in connection with preservation of the Security Provider's assets (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Security Provider and the Security Provider undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or its authorized agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the Maximum Lending Rate from the date the Security Provider receives notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Provider, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.

22. INDEMNITY

The Secured Party and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those involving gross negligence or wilful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

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23. SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY

23.1 Appointment

The Security Provider hereby irrevocably appoints the Secured Party as well as each receiver:

(a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Provider to act and execute all deeds and things which the Security Provider is authorized to execute and do under the covenants and provisions herein contained;

(b) to generally to use the name of the Security Provider in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;

(c) to execute on behalf of the Security Provider at the cost of the Security Provider the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;

(d) to execute on behalf of the Security Provider at the cost of the Security Provider such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

and the Security Provider shall bear the expenses that may be incurred by the Secured Party or any receiver in that behalf.

Provided at any time prior to the occurrence of a Default, the Secured Party shall exercise its powers under this section 23.1 only if the Security Provider fails to comply with the instructions of the Secured Party under this Indenture.

23.2 Ratification

The Security Provider covenants with the Secured Party to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 23.1 hereinabove.

24. APPLICATION OF MONIES

All monies received by the Secured Party or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Secured Party and shall be applied (except as otherwise required by Applicable Law) in accordance with the Finance Documents.

25. WAIVER

25.1 No implied waiver or impairment

No delay or omission of the Secured Party or any receiver in exercising any right, power or remedy accruing of the Secured Party upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Secured Party or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Secured Party in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Secured Party herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Finance Documents.

25.2 Express Waiver

A waiver or consent granted by the Secured Party under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

26. MISCELLANEOUS

26.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Secured Liabilities by the Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Secured Party shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had

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occurred.

26.2 Amendment

The Security Provider and the Secured Party may amend or supplement the terms of this Indenture by mutual agreement in writing.

26.3 Other Remedies

The rights and remedies conferred upon the Secured Party under this Indenture:

(a) Shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled; and

(b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Secured Party.

26.4 No Legal Title for Lender

The Lender shall not have any legal title to any part of the Mortgaged Properties: provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

26.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

26.6 Notices and Communications

Any notice or request to be given or made under this Agreement shall be given in address mentioned in Schedule 3 herein and in the manner prescribed in Clause 21 (Notices) of the Standard Terms and the said Clause shall apply herein, mutatis mutandis, as if set out in this Agreement in full.

26.7 Provisions Severable

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

27. INCONSISTENCY

If there is any inconsistency between: (i) the rights and the obligations of the Security Provider in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Security Provider in relation to the Finance Documents, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Security Provider under these presents are consistent with the rights and obligations of the Security Provider under the Finance Documents.

28. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with Indian law.

29. JURISDICTION

29.1 Jurisdiction

The Secured Party reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or any other Debt recovery laws available to the Secured Party from time to time.

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29.2 Waiver of Objection

The Security Provider irrevocably waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at Pune and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Pune shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

29.3 Right to take Proceedings in other Jurisdictions

Nothing contained in this Section 29 (*Jurisdiction*), shall limit any right of the Secured Partyto take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Provider irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

29.4 General Consent

The Security Provider hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

29.5 Waiver of Immunity

To the extent that the Security Provider may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Provider hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

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SCHEDULE 1 – PART - A

MORTGAGED PROPERTIES

Exclusive first charge by way of a registered mortgage of the following property:

All that land and parcel of land at project **"SSVR Acadia"** proportionate to the Unsold Flats listed hereinafter.

The Secured Obligations and the performance by the Obligors and Promoters of their obligations in relation thereto, shall be secured by the Security in favour of the Secured Party. The Security shall include:

(a) Exclusive first charge by way of a registered mortgage of the following property:

All that piece and parcel of unsold units constructed and erected on the following lands:

Item No.1

All that piece and parcel of the converted land bearing Sy No. 72/1, measuring 0-37 guntas, + 0-2 guntas of kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore – 560103 and the same is bounded by

East by	:	Land bearing Sy No.72/3,
West by	:	Road & land bearing Sy No.74
North by	:	Land bearing Sy No.73
South by	:	Land bearing Sy no.72/2

Item No.2

All that piece and parcel of the converted land bearing Sy no.72/2, measuring 38 guntas +0-3 guntas kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by

East by	:	Land bearing Sy No.72/3,
West by	:	Road & land bearing Sy No.75
North by	:	Land bearing Sy No.72/1
South by	:	Land bearing Sy no.71

Item No.3

All that piece and parcel of the converted land bearing Sy no.74/3, measuring 0-2 guntas out of 1 acre 20 guntas, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by

East by	:	Adjacent land bearing Sy No.72/1 &72/2,
West by	:	Road
North by	:	Remaining Land in the same Sy No.74/3
South by	:	Land bearing Sy no.72/2

List of Unsold Units – Developers Share:

Sr. No	Floor	Flat No	Configuration	Area(In Sq Ft)
1	GROUND FLOOR	G005	2BHK	1155
2	GROUND FLOOR	G006	2BHK	1155
3	GROUND FLOOR	G007	2BHK	1155
4	GROUND FLOOR	G011	3BHK	1490
5	GROUND FLOOR	G012	3BHK	1490
6	GROUND FLOOR	G013	3BHK	1445

N. Rajya Gowri

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7	GROUND FLOOR	G023	2BHK	1170
8	GROUND FLOOR	G026	3BHK	1510
9	FIRST FLOOR	105	2BHK	1155
10	FIRST FLOOR	107	2BHK	1155
11	FIRST FLOOR	111	3BHK	1490
12	FIRST FLOOR	113	3BHK	1445
13	FIRST FLOOR	126	3BHK	1510
14	FIRST FLOOR	128	3BHK	1520
15	SECOND FLOOR	205	2BHK	1155
16	SECOND FLOOR	206	2BHK	1155
17	SECOND FLOOR	207	2BHK	1155
18	SECOND FLOOR	211	3BHK	1490
19	SECOND FLOOR	226	3BHK	1510
20	THIRD FLOOR	305	2BHK	1155
21	THIRD FLOOR	306	2BHK	1155
22	THIRD FLOOR	307	2BHK	1155
23	THIRD FLOOR	308	2BHK	1120
24	THIRD FLOOR	311	3BHK	1490
25	THIRD FLOOR	312	3BHK	1490
26	THIRD FLOOR	323	2BHK	1170
27	THIRD FLOOR	328	3BHK	1520
28	FIRST FLOOR	101	2BHK	1545
29	FIRST FLOOR	102	2BHK	1555
30	SECOND FLOOR	202	2BHK	1555
31	THIRD FLOOR	302	2BHK	1555
32	THIRD FLOOR	301	2BHK	1013
Total	-	-	-	42,788

N. Rajagopal

BAJAJ HOUSING FINANCE LTD. BANGALORE

SCHEDULE 1 - PART - B
RECEIVABLES OF PROJECT

All the receivables from the property mentioned in Schedule - I - Part A and Part B including but not limited all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing / payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage become due, owing, payable or belonging to the Mortgagor in respect of the Mortgaged Property including without limitation to all the proceeds and considerations due to the Mortgagor pursuant to the marketing of the Shop / Offices/s / Units and shall include the sale consideration, adjustable deposits premium, lease rentals, business centre charges, leave and license fees, advance rentals / licence fees / charges, rent, out standings and claims but shall exclude all deposits (which are non-adjustable) receivable by the Mortgagor in respect of Leases or Licenses to be created by the Mortgagor in respect of the Mortgaged Properties or the construction thereon or any part thereof.

List of Unsold Units - Developers Share:

Sr No	Floor	Flat No	Configuration	Area(in Sq Ft)
1	GROUND FLOOR	G005	2BHK	1155
2	GROUND FLOOR	G006	2BHK	1155
3	GROUND FLOOR	G007	2BHK	1155
4	GROUND FLOOR	G011	3BHK	1490
5	GROUND FLOOR	G012	3BHK	1490
6	GROUND FLOOR	G013	3BHK	1445
7	GROUND FLOOR	G023	2BHK	1170
8	GROUND FLOOR	G026	3BHK	1510
9	FIRST FLOOR	105	2BHK	1155
10	FIRST FLOOR	107	2BHK	1155
11	FIRST FLOOR	111	3BHK	1490
12	FIRST FLOOR	113	3BHK	1445
13	FIRST FLOOR	126	3BHK	1510
14	FIRST FLOOR	128	3BHK	1520
15	SECOND FLOOR	205	2BHK	1155
16	SECOND FLOOR	206	2BHK	1155
17	SECOND FLOOR	207	2BHK	1155
18	SECOND FLOOR	211	3BHK	1490
19	SECOND FLOOR	226	3BHK	1510
20	THIRD FLOOR	305	2BHK	1155
21	THIRD FLOOR	306	2BHK	1155
22	THIRD FLOOR	307	2BHK	1155
23	THIRD FLOOR	308	2BHK	1120
24	THIRD FLOOR	311	3BHK	1490
25	THIRD FLOOR	312	3BHK	1490
26	THIRD FLOOR	323	2BHK	1170
27	THIRD FLOOR	328	3BHK	1520
28	FIRST FLOOR	101	2BHK	1545

N. Rajagopal

BAJAJ HOUSING FINANCE LTD. BANGALORE

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29	FIRST FLOOR	102	2BHK	1555
30	SECOND FLOOR	202	2BHK	1555
31	THIRD FLOOR	302	2BHK	1555
32	THIRD FLOOR	301	2BHK	1013
Total	-	-	-	42,768

List of Sold Units – Developers Share:

Sr. No	Floor	Flat No	Configuration	Area(in Sq Ft)	Agreement Value(Rs.)	Amount Received(Rs.)	Committed Receivables(Rs.)
1	GROUND FLOOR	G008	2BHK	1120	62,50,000.00	1,00,000.00	61,50,000.00
2	GROUND FLOOR	G009	2BHK	1220	66,00,000.00	38,20,000.00	27,80,000.00
3	GROUND FLOOR	G010	2BHK	1220	66,00,000.00	33,00,000.00	33,00,000.00
4	GROUND FLOOR	G014	2BHK	1220	62,33,000.00	37,46,700.00	24,86,300.00
5	GROUND FLOOR	G015	2BHK	1220	67,77,000.00	1,00,000.00	66,77,000.00
6	GROUND FLOOR	G024	2BHK	1170	63,50,000.00	45,70,000.00	17,80,000.00
7	GROUND FLOOR	G025	3BHK	1580	83,00,000.00	58,60,000.00	24,40,000.00
8	GROUND FLOOR	G027	3BHK	1445	76,25,000.00	46,25,000.00	30,00,000.00
9	GROUND FLOOR	G028	3BHK	1563	83,00,000.00	4,00,000.00	79,00,000.00
10	FIRST FLOOR	106	2BHK	1155	64,75,000.00	47,95,000.00	16,80,000.00
11	FIRST FLOOR	108	2BHK	1120	57,50,000.00	5,50,000.00	52,00,000.00
12	FIRST FLOOR	109	2BHK	1220	66,00,000.00	1,00,000.00	65,00,000.00
13	FIRST FLOOR	110	2BHK	1220	64,50,000.00	37,90,000.00	26,60,000.00
14	FIRST FLOOR	112	3BHK	1490	81,40,000.00	4,70,000.00	76,70,000.00
15	FIRST FLOOR	114	2BHK	1220	66,00,000.00	32,20,050.00	33,79,950.00
16	FIRST FLOOR	115	2BHK	1220	66,00,000.00	1,00,000.00	65,00,000.00
17	FIRST FLOOR	123	2BHK	1170	64,00,000.00	20,00,000.00	44,00,000.00
18	FIRST FLOOR	124	2BHK	1170	59,00,000.00	35,00,000.00	24,00,000.00
19	FIRST FLOOR	125	3BHK	1580	77,77,760.25	55,60,000.00	22,17,760.25
20	FIRST FLOOR	127	3BHK	1445	69,65,000.00	43,93,000.00	25,72,000.00
21	SECOND	208	2BHK	1120	61,75,000.00	37,35,000.00	24,40,000.00

N. Rajya Lakshmi

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	FLOOR						
22	SECOND FLOOR	209	2BHK	1220	62,00,000.00	22,61,000.00	39,39,000.00
23	SECOND FLOOR	210	2BHK	1220	69,49,000.00	23,29,000.00	46,20,000.00
24	SECOND FLOOR	212	3BHK	1450	80,00,000.00	20,00,000.00	60,00,000.00
25	SECOND FLOOR	213	3BHK	1445	78,32,000.00	45,66,400.00	32,65,600.00
26	SECOND FLOOR	214	2BHK	1220	61,00,000.00	40,00,000.00	21,00,000.00
27	SECOND FLOOR	215	2BHK	1220	62,00,000.00	46,40,000.00	15,60,000.00
28	SECOND FLOOR	223	2BHK	1170	52,00,000.00	12,00,000.00	40,00,000.00
29	SECOND FLOOR	224	2BHK	1170	58,85,775.00	13,00,000.00	45,85,775.00
30	SECOND FLOOR	225	3BHK	1580	75,78,391.17	20,20,000.00	55,58,391.17
31	SECOND FLOOR	228	3BHK	1520	81,89,539.35	1,00,000.00	80,89,539.35
32	THIRD FLOOR	309	2BHK	1220	62,00,000.00	47,40,000.00	14,60,000.00
33	THIRD FLOOR	310	2BHK	1220	64,00,000.00	33,00,000.00	31,00,000.00
34	THIRD FLOOR	313	3BHK	1445	65,02,300.00	47,42,700.00	17,59,800.00
35	THIRD FLOOR	314	2BHK	1220	68,75,000.00	34,00,000.00	34,75,000.00
36	THIRD FLOOR	315	2BHK	1220	67,70,000.00	1,00,000.00	66,70,000.00
37	THIRD FLOOR	324	2BHK	1170	59,50,000.00	28,00,000.00	31,50,000.00
38	THIRD FLOOR	325	3BHK	1580	77,77,760.25	50,60,000.00	27,17,760.25
39	THIRD FLOOR	326	3BHK	1510	80,30,000.00	1,00,000.00	79,30,000.00
	Total			50,728	26,55,07,726.02	10,73,93,850.00	15,81,13,876.02

N. Rijyalakshmi

BAJAJ HOUSING FINANCE LTD BANGALORE

SCHEDULE 2
INSURANCE CONTRACTS

N. Rajyalakshmi

BAJAJ HOUSING FINANCE LTD. BANGALORE

BNG(U)-VRT 2235 /2020-21 /31-32

SCHEDULE 3

NOTICES TO PARTIES

The address for service of notice to the Security Provider shall be

Address

SSVR Builders and Developers, a partnership firm incorporated under the **Indian** Partnership Act, 1932 having its principal place of business at Sy No. 72/1, **72/2**, Panathuru Village, Varthur Hobli, Bengaluru(Bangalore) Urban, Karnataka 560087 and having its **Permanent** Account Number ("PAN") ACYFS3205R.

Attn: **Mrs. Nelaballi Rajyalakshmi**

The address for service of notice to the Secured Party shall be

Bajaj Housing Finance Limited

Address: 2nd Floor, J K Towers, 4th Cross Road, Sangam Circle, 8th Block, Jayanagar, Bengaluru, Karnataka 560011

Fax No:

Attn: Mr. Rohit Kumar Likhmania

Or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider

N. Rajyalakshmi

BAJAJ HOUSING FINANCE LTD BANGALORE

BNG (U) -VRT 2735 /2020-21 /32-32

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written.

SIGNED AND DELIVERED by the within named Borrower, **SSVR Builders and Developers**, by the hand of Mrs. N. Rajyalakshmi Partner and Authorized Signatory

For SSVR BUILDERS & DEVELOPERS
N. Rajyalakshmi
Partner

SIGNED, SEALED AND DELIVERED by the within named 'Lender' **Bajaj Housing Finance Limited** by the hand of Mr. NANEESH KUMAR SINGH an authorized representative of the Lender

BAJAJ HOUSING FINANCE LTD. BANGALORE

WITNESS

1) (AMAR. F.D)
Jayanagar, Bangalore.

2) B. Prasad
(B. PRASAD)
Varthur, Bangalore

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

Contractors All Risk Insurance

26/06/2020

To,
SSVR BUILDERS & DEVELOPERS
SY NO 72/1, 72/2, PANATHURU (V),
VARTHUR (H), BANGALURU URBAN,
BANGALORE - 560087
BANGALORE
KARNATAKA
INDIA
29ACYFS3205R1Z2(GSTIN Number)

Dear Sir / Madam,

Sub: Contractors All Risk Insurance Policy No. 2600021808 00 00

We take this opportunity to welcome you to the Tata AIG family! Thank you for choosing us to meet your insurance requirement. We take immense pride in having you with us and are glad to offer the best of our services. Tata AIG General Insurance Company Ltd. (Tata AIG) combines the Tata Group's pre-eminent leadership position in India and AIG's global presence as the world's leading international insurance and financial services organization. We at Tata AIG, strive to anticipate customer priorities and exceed their expectations. You can be assured that you have chosen the right partner to be **'With You Always'**

This booklet contains information about policy and other important details. We request you to kindly go through the terms and conditions of your insurance and keep this document safe.

Following are the basic details of your policy

Client ID	6076972582
Insured Name	SSVR BUILDERS & DEVELOPERS
Communication Address	SY NO 72/1, 72/2, PANATHURU (V), VARTHUR (H), BANGALURU URBAN, BANGALORE - 560087 BANGALORE KARNATAKA INDIA 29ACYFS3205R1Z2(GSTIN Number)
Product	Contractors All Risk Insurance
Project Period	From 01/11/2018 to 30/06/2021
Policy Period	From 22/06/2020 to 30/06/2021
Total Sum Insured (INR)	300,000,000.00
Net Premium (INR)	**283,898.00**
IGST @ 18% (INR)	51,102.00
Gross Premium (INR)	**335,000.00**

Should you have any concerns or require any assistance, you can always reach us at

1) 24X7 toll free helpline - 1800 266 7780
2) SMS 'TAG' to 5616181
3) Write to us customersupport@tataaig.com

Thank you again for entrusting us with your business requirement. We sincerely appreciate you for expressing your confidence in TATA AIG.

We look forward to your continued patronage always.

Yours Sincerely,

Authorized Signatory
For Tata AIG General Insurance Company Ltd. Ltd.

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

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Contractors All Risk Insurance

Schedule

Policy No. : 2600021808 **Issued at :** PUNE
Renewal : 00
Endorsement : 00
Name of the Insured : SSVR BUILDERS & DEVELOPERS
Communication Address : SY NO 72/1, 72/2, PANATHURU (V), VARTHUR (H), BANGALURU URBAN, BANGALORE - 560087
BANGALORE
KARNATAKA
INDIA
29ACYFS3305R1Z2(GSTIN Number)
Place of supply -KARNATAKA
State code -29

Intermediary Name : DIRECT Intermediary Code : 0032358000

Business of the Insured : RCC framed structure not more than 5 storeys
Period of Insurance : From 22/06/2020 to 30/06/2021
Financial Interest : BAJAJ HOUSING FINANCE LTD - ., 0,

Principal Name : SSVR Builders & Developers
Principal Address : SY No 72/1, 72/2, Panathuru (v), Varthur (H), Bangaluru Urban, Karnataka - 560087
Contractor Name : M V SUBBAREDDY
Contractor Address : SY No 72/1, 72/2, Panathuru (v), Varthur (H), Bangaluru Urban, Karnataka - 560087
Sub - Contractor Name :
Sub - Contractor Address :

Project Period : From 01/11/2018 to 30/06/2021
NKORL Warranty : It is hereby agreed and understood that we, as insurer are not liable for any loss and/or damage that might have happened from 01/11/2018 to 21/06/2020. We are also not liable for any losses that may be revealed after 21/06/2020 but would have happened during the period of gap in cover from 01/11/2018 to 21/06/2020

Risk Location Address : SY NO 72/1, 72/2, NEAR VIDYA VIKAS SCHOOL,, BESIDE SIGNIFA SPRINGS APARTMENT KAVERAPPA, LAYOUT PANATHURU VILLAGE VARTHUR, BANGALORE SOUTH- 560103, BANGALORE, KARNATAKA, INDIA

Description of Contract Works : Residential project G+ 4, 2 blocks A and B

Sr. No.	Insured Item	Sum Insured (INR)
	Section I - Material Damage	
1	**Contract Works (Permanent and Temporary Works And materials to be incorporated therein)**	
1.1	**Contract Price (as per schedule of Quantities & Rates &/or Values attached)**	**300,000,000.00**
1.2	**Materials and Item supplied by the principal**	
2	**Any other works, & installations not Included in 1.1 and 1.2 above (e.g. camp. Colony, stores etc. as per list enclosed)**	
3	**Construction Plant Machinery (Memo. 6) (as per list enclosed)**	
	Total Sum Insured	**300,000,000.00**

Add-on Covers for Section I

Sr. No.	Risk Description	Any one Accident	Any one Year
1	Owners surrounding property without FLEXA Risk	30,000,000.00	30,000,000.00

Sr. No.	Insured Item	Sum Insured (INR)
	Section II - Third Party Liability	
1	**Limit of indemnity in respect of any One accident or series of accidents Arising out of one event**	**30,000,000.00**
2	**Total limit of Section II during Policy period**	**30,000,000.00**

Add-on Covers for Section II

Sr. No.	Risk Description	Any one Accident	Any one Year
1	Including cross liability	30,000,000.00	30,000,000.00

POS PAN No: POS Aadhar No:

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Deductible/Excess -
Section I & II

1. Normal - 5% of claim amount subject to minimum of INR 25000
2. AOG/Major Perils/ Collapse - 10% of claim amount subject to minimum of INR 500000

Terms & Conditions -

1. AGREED BANK CLAUSE
2. Earthquake
3. Owners surrounding property without FLEXA Risk
4. Terrorism Damage Exclusion Warranty
5. Third Party Liability with Cross Liability
6. Adequate fire fighting measure shall be there at site. Minimum required protection is portable hand appliances.
7. Round the clock security provisions/ Watch and Ward facility to be made available at all times at the site/premises throughout the policy period.
8. Watch and Ward facility shall be provided round the clock at the site/premises.
9. No coverage for materials susceptible to water damage stored in open and in basement.
10. Warranted that wet work is excluded.
11. Dewatering provisions to be made available at the site.
12. Communicable Disease Endorsement / Infectious Diseases Exclusion Clause as per LMA 5393
13. Underinsurance (if any) to be applicable as per policy terms and conditions.
14. Cyber Risk Exclusion clause NMA 2915
15. Our terms are based on the claim details provided by the client/broker/agent and subject to no known or further reported losses and no deterioration of loss ratio till inception of cover/confirmation of cover by us.

Total Sum Insured (INR)	**300,000,000.00**
Total Net Premium (INR)	**283,898.00**
IGST @ 18% (INR)	**51,102.00**
Total Gross Premium (INR)	**335,000.00**

Subject otherwise to terms and conditions of Contractors All Risk Insurance

IN WITNESS WHEREOF the undersigned being duly authorised by directors of the Company has/have hereunder set his/their hand(s) at Mumbai on this 1st day of August 2013.
GSTIN : 27AABCT3518Q1ZW - MAHARASHTRA, Service Accounting Code : 9971

The stamp duty of ₹ 0.5/- paid in cash or demand draft or by pay order,vide Receipt/Challan no: CSD/07/2020/1354/2020 dated the 29/04/2020

On Date : 26/06/2020

For Tata AIG General Insurance Company Limited.

Authorized Signatory

Policy Servicing Office
Tata AIG General Insurance Company Limited
3RD FLOOR,THE ORION KOREGAON PARK ROAD, OPP. ST. MIRA'S COLLEGE FOR GIRLS,,PUNE,MAHARASHTRA,PUNE-411001
Tel No:--

CONTRACTORS ALL RISK INSURANCE

WHEREAS the Insured named in the schedule hereto had made to Tata AIG General Insurance Company Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;

b) Nuclear reaction, Nuclear radiation or Radioactive contamination;

c) Willful act or willful negligence of the Insured or of his responsible representative;

d) Cessation of work whether total or partial.

Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

PERIOD OF COVER

Construction Period -

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

'If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.'

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

GENERAL CONDITIONS

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4 (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions

TATA AIG INSURANCE
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RECEIPT

Receipt No. : 102001014706883

Receipt Date : 22/06/2020

Policy No : 2600021808 00 00

Received with thanks from SSVR BUILDERS & DEVELOPERS a sum of ₹ **3,35,000.00** (Rupees Three Lakhs Thirty Five Thousand And Paise 00 Only)

Sr. No.	Policy Number	Total Premium (₹)	Utilized from the receipt for policy (₹)	Balance (₹)
1	2600021808 00 00	3,35,000.00	3,35,000.00	0.00

Note:

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

GSTIN : 27AABCT3518Q1ZW - MAHARASHTRA Service Accounting Code : 9971

Revenue (consolidated) Stamp Duty duly paid vide challan No.CSD/245/2019/5930/19 date 19/12/2019 for applicable cases.

POS PAN No:

POS Aadhar No:

TATA AIG INSURANCE

WITH YOU ALWAYS

RECEIPT

Receipt No. : 102001014706883

Receipt Date : 22/06/2020

Policy No : 2600021808 00 00

Received with thanks from SSVR BUILDERS & DEVELOPERS a sum of ₹ **3,35,000.00** (Rupees Three Lakhs Thirty Five Thousand And Paise 00 Only)

Sr. No.	Policy Number	Total Premium (₹)	Utilized from the receipt for policy (₹)	Balance (₹)
1	2600021808 00 00	3,35,000.00	3,35,000.00	0.00

Note:

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

GSTIN : 27AABCT3518Q1ZW - MAHARASHTRA Service Accounting Code : 9971

Revenue (consolidated) Stamp Duty duly paid vide challan No.CSD/245/2019/5930/19 date 19/12/2019 for applicable cases.

POS PAN No:

POS Adhar No:

breakage of glass;

d) loss or damage due to faulty design,

e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;

f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;

g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;

h) any damage or penalties on account of the Insured's non- fulfillment of the terms of delivery or completion under his Contract of Construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;

i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

PROVISIONS APPLYING TO SECTION I

Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured the amount recoverable by the insured under the policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

Memo 2. PREMIUM ADJUSTMENT

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

Memo 3. REINSTATEMENT OF SUM INSURED -

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

Memo 4. BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,

OR

b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy

Memo 5. EXTENSION OF COVER - Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight), are not covered by this insurance, unless agreed upon at an additional premium to be prescribed by the Company.

Memo 6. CONSTRUCTION PLANT AND MACHINERY -

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

Memo 7. SURROUNDING PROPERTY

Loss of or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 8. MAJOR PERILS/AOG PERILS -

The Major Perils/Acts of God Claims shall mean the claims arising out of

a) Earthquake - Fire & Shock

b) Landslide/Rockslide/Subsidence,

c) Flood/Inundation,
d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.
e) Collapse
f) Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.

Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of ₹1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY Third party liability (TPL) cover cannot be granted during extended maintenance.

SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the Insured against

a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon;
b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against

a) all cost and expenses of litigation recovered by any claimant from the Insured,
b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

EXCLUSIONS TO SECTION II

The Company will not indemnify the Insured in respect of

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.

2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;

3. Liability consequent upon

a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CONDITIONS APPLYING TO SECTION II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

AGREED BANK CLAUSE
Attached to and forming part of Policy No. 2600021808 00 00

All policies in which a Bank/Financial institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given here under

It is hereby declared and agreed:-

i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it
may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B.: In cases where the name of any Central Government or State Government owned and/or sponsored Industrial Financing or Rehabilitation Financing corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/any financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

Earthquake (Fire and Shock)
Attached to and forming part of Policy No. 2600021808 00 00

In consideration of the payment by the Insured to the Company of the additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed Exclusions of this Policy to the contrary, this insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

Special conditions

1. Deductible as mentioned on the schedule of the policy
2. This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
3. Onus of proof In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of Earthquake.

OWNERS SURROUNDING PROPERTY - EXCLUDING FLEXA RISKS
Attached to and forming part of Policy No. 2600021808 00 00

In consideration of insured having paid extra premium amounting to ₹__________ it is hereby agreed and declared, subject to otherwise terms and conditions of the policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in use for construction or erection during the period of policy. The Company will pay to the insured the value of the damaged property at the time of accident or at its option reinstate or replace such damaged property or any part thereof provided that : The liability of the Company shall in no case exceed ₹__________ for any one accident or series of accidents arising out of any one event and in the whole the total indemnity of ₹__________ during the currency of the policy. The insured shall bear the same excess as mentioned in the schedule of the Policy. In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured with the relevant authorities about the exact locations or position of such cables, pipes or other underground facilities. Cracks that neither impairs the stability of the structure nor safety of its users are not covered.

Terrorism Damage Exclusion Warranty
Attached to and forming part of Policy No. 2600021808 00 00

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

GRIEVANCE REDRESSAL POLICY

Grievance Lodgment Stage
The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780
Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097
Visit the Servicing Branch mentioned in the policy document

Nodal Officer
Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.
After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1
For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2
For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

List of Insurance Ombudsman Offices

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email : bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email : bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email : bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email : bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email : bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut,Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email:bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE

Annexure - 5

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಅರ್ಜಿ ಸಂಖ್ಯೆ: ECC-27022024-7949514
ಪ್ರಮಾಣಪತ್ರದ ಸಂಖ್ಯೆ: VRT-EC-A-276990-2023-24

ನಮೂನೆ 15 (148ನೇ ನಿಯಮ)

ಕೆಳಗೆ ತಿಳಿಸಿದ ಆಸ್ತಿಯ ಸಂಬಂಧದಲ್ಲಿ ಋಣಭಾರಗಳು ಏನಾದರೂ ಇದ್ದರೆ ಮತ್ತು ನೋಂದಣಿಯಾದ ಕ್ರಮಗಳವಿವರಣೆಗಳ ಬಗ್ಗೆ ಪ್ರಮಾಣಪತ್ರಕ್ಕಾಗಿ ಅರ್ಜಿಯನ್ನು ಸಲ್ಲಿಸಲಾಗಿದೆ (ಅರ್ಜಿಯಲ್ಲಿ ಹೇಳಿದಂತೆ ತಿಳಿಸಬೇಕು ಮತ್ತು ವಿವರಿಸಬೇಕು)

ಸ್ವತ್ತಿನ ವಿವರಗಳು:
Village: Panathuru
Hobli: Varthur Hobli 2
Boundry Details North: , East: , West: , South: , North to South: , East to West: ;
Converted Survey No: 72/1 Converted Survey No: 72/2 Converted Survey No: 74
Area Hectare: , Acre: , Gunta: , Cent:

ಮೇಲೆ ತಿಳಿಸಿದ ಆಸ್ತಿಯ ವಿವರಗಳನ್ನು 01-04-2018 ರಿಂದ 27-02-2024 ರವರೆಗೆ ಪುಸ್ತಕ 1 ರಲ್ಲಿ ಸೂಚಿಯಲ್ಲಿರುವುದನ್ನು ಶೋಧನೆ ನಡೆಸಲಾಯಿತು ಮತ್ತು ಈ ಶೋಧನೆಯಿಂದ ಕೆಳಗೆ ತೋರಿಸಿದ ಕ್ರಮಗಳು ಹಾಗೂ ಋಣಭಾರಗಳು ಕಂಡುಬಂದುವೆಂಬುದನ್ನು ಪ್ರಮಾಣೀಕರಿಸುತ್ತೇನೆ.

ಕ್ರಮಾಂಕ	(ಎ) ಆಸ್ತಿ ವಿವರ	ನಿರ್ವಹಣಾ ಜಾರಿಯ ದಿನಾಂಕ	(ಬಿ) ದಸ್ತಾವೇಜಿನ ಸ್ವರೂಪ ಮತ್ತು ಮೌಲ್ಯ (₹)	ಕಕ್ಷಿಗಾರರ ಹೆಸರು		ಸಂಪುಟ	ಪುಟ	ದಸ್ತಾವೇಜಿನ ಉಲ್ಲೇಖ
				ಬರೆದು ಕೊಟ್ಟವರು	ಬರೆಯಿಸಿಕೊಂಡವರು			
1	2	3	4	5	6	7	8	9
1	Note: [Schedule A:] Converted Sy No .72/2, Measuring 38 Guntas + 3 Guntas of Kharab Land, at Panathur Village, Varthur hobli, BETQ conversion order No .ALN EV?H)SR/83/15)-16- Dt: 15-12-15- .	20-04-2018	Article Name: Joint Development Agreement; Market Value:0; Consideration Amount:72225000	P R Krishnappa S/o P Ramaiah ., P R Pillappa S/o P Ramaiah .,	M/s SSVR Builders and Developers rep by its Managing partner N Rajya Lakshmi W/o N Rajasekhar Reddy ., , M/s SSVR Build	21	MDPD233	MDP-1-00777-2018-19

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE

ಕ್ರಮಾಂಕ	(ಎ) ಆಸ್ತಿ ವಿವರ	ನಿರ್ವಹಣಾ ಜಾರಿಯ ದಿನಾಂಕ	(ಬಿ) ದಸ್ತಾವೇಜಿನ ಸ್ವರೂಪ ಮತ್ತು ಮೌಲ್ಯ (₹)	ಪಕ್ಷಗಾರರ ಹೆಸರು		ಸಂಪುಟ	ಪುಟ	ದಸ್ತಾವೇಜಿನ ಉಲ್ಲೇಖ
				ಬರೆದು ಕೊಟ್ಟವರು	ಬರೆಯಿಸಿಕೊಂಡವರು			
1	2	3	4	5	6	7	8	9
					ers and Developers rep by its Managing partner Pylla Ananthapal Reddy.,.,			
2	Note: [Schedule A:] Undeveloped Sy Nos 72/1, Measuring 37 Guntas + 02 Guntas of Kharab at Panathur Village, Varthur Hobli BETQ	20-04-2018	Article Name: Joint Development Agreement; Market Value:0; Consideration Amount:70420000	P.R.Krishnappa S/o P.Ramaiah., P.R.Pillappa S/o P.Ramaiah.,	M/s SSVR Builders & Developes Rep by Managing Partner N.Rajya Lakshmi.,, M/s SSVR Builders & Developes Rep by Managing Partner Pylla Ananthapal Reddy.,.,	23	MDPD233	MDP-1-00778-2018-19

ಸದರಿ ಆಸ್ತಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪೂರ್ವೋಕ್ತ ಕ್ರಮಗಳು ಮತ್ತು ಋಣಭಾರಗಳ ಹೊರತು ಯಾವುದೇ ಕ್ರಮಗಳು, ಋಣಭಾರಗಳು ಉಂಟಾಗಿಲ್ಲವೆಂದು ಸಹ ಪ್ರಮಾಣೀಕರಿಸುತ್ತೇನೆ.

ಶೋಧನೆ ನಡೆಸಿದವರು ಮತ್ತು ಪ್ರಮಾಣ ಪತ್ರ ಸಿದ್ಧಪಡಿಸಿದವರು (Preparer)	ಶೋಧನೆ ಪರಿವೀಕ್ಷಿಸಿದವರು ಮತ್ತು ಪ್ರಮಾಣಪತ್ರವನ್ನು ಪರಿವೀಕ್ಷಿಸಿದವರು (Verifier)
Digitally signed by KIRANAKUMAR RUDRAMUNI Date: 2024.02.29 16:56:29 +05:30 Reason: EC Certificate Location: Varthur SR	Digitally signed by B R SHAMBHULINGA Date: 2024.03.01 21:02:15 +05:30 Reason: EC Certificate Location: Varthur SR
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ (SRO) Digitally signed by PRAVEEN KUMAR C G Date: 2024.03.01 21:58:10 +05:30 Reason: EC Certificate Location: Varthur SR	

ಸೂಚನೆಗಳು-

(1) ಈ ಋಣಭಾರ ಪ್ರಮಾಣಪತ್ರದಲ್ಲಿ ಕಂಡು ಬರುವ ಕ್ರಮಗಳು ಮತ್ತು ಋಣಭಾರಗಳ ಆಸ್ತಿಗಳ ವಿವರಣೆಯ ಮೇಲೆ ಅರ್ಜಿದಾರನು ಕೊಟ್ಟ ಪ್ರಕಾರವೇ ಇದೆ, ಒಂದು ವೇಳೆ ನೋಂದಣಿಯಾದ ಪತ್ರಗಳಲ್ಲಿ ಅರ್ಜಿದಾರನು ಕೊಟ್ಟಿರುವ ಆಸ್ತಿಯ ವಿವರಣೆ ವ್ಯತ್ಯಾಸವಾಗಿದ್ದಲ್ಲಿ ಅಂತಹ ವಿವರಣೆಯು ಈ ಋಣಭಾರ ಪತ್ರಿಕೆಯಲ್ಲಿ ಸೇರಿಸಲು ಸಾಧ್ಯವಿಲ್ಲ.

(2) ನೋಂದಣಿ ಅಧಿನಿಯಮ 57 ಪ್ರಕರಣ ಮತ್ತು ನಿಯಮ 138(1)ರ ಪ್ರಕಾರ ಅರ್ಜಿದಾರನು ಇಚ್ಛೆಪಟ್ಟಲ್ಲಿ ನಿಗದಿಪಡಿಸಿದ ಫೀಜನ್ನು ಕೊಟ್ಟಲ್ಲಿ, ತಾನೇ ಸ್ವತಃ ನೋಂದಣಿ ಪುಸ್ತಕ ಮತ್ತು ಸೂಚಿಕೆಯನ್ನು ಋಣಭಾರ ಪತ್ರಿಕೆ ಮತ್ತು ಯಥಾ ನಕಲನ್ನು ತಯಾರು ಮಾಡಲು ಅವರ ವಶಕ್ಕೆ ಕೊಡಲಾಗುವುದು,

(ಎ) ಆದರೆ ಈ ಪ್ರಸ್ತುತ ಅರ್ಜಿಯ ಪ್ರಕಾರ ಅರ್ಜಿದಾರನು ಸ್ವತಃ ಪರೀಕ್ಷಿಸಲು ಇಚ್ಛೆಪಡದಿದ್ದ ಕಾರಣ ಆಫೀಸಿನ ಸಿಬ್ಬಂದಿಯ ಶೋಧನೆಯನ್ನು ಆದಷ್ಟು ಜಾಗರೂಕತೆಯಿಂದ ಮಾಡಲಾಗಿದೆ. ಆದ್ದರಿಂದ ಈ ತತ್ಸಂಬಂಧವಾಗಿ ಯಾವುದೇ ತಪ್ಪುಗಳು ಶೋಧನೆಯಲ್ಲಿ ಕಂಡು ಬಂದಲ್ಲಿ ಇಲಾಖೆಯು ಯಾವುದೇ ರೀತಿ ಜವಾಬ್ದಾರಿಯಾಗಿರುವುದಿಲ್ಲ,

(ಬಿ) ಮತ್ತು ಈ ಪ್ರಸ್ತುತ ಅರ್ಜಿಯ ಪ್ರಕಾರ ಅರ್ಜಿದಾರನೇ ಸ್ವತಃ ತಾವು ಋಣಭಾರಕ್ಕಾಗಿ ಶೋಧನೆಯನ್ನು ಮಾಡಿರುವುದರಿಂದ ಈ ಋಣಭಾರ ಪತ್ರಿಕೆಯಲ್ಲಿ ಸದರಿ ಆಸ್ತಿಯ ವಿಚಾರದಲ್ಲಿ ಯಾವುದೇ ಲೋಪದೋಷಗಳು ಕಂಡುಬಂದಲ್ಲಿಯೂ ಸಹ ಇಲಾಖೆಯು ಯಾವರೀತಿಯಲ್ಲಿಯೂ ಜವಾಬ್ದಾರರಾಗುವುದಿಲ್ಲ,

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

Annexure - 4

I 6592/21-22

6592 /1—8

DEED OF RECONVEYANCE OF MORTGAGED PROPERTY

THIS DEED OF RECONVEYANCE OF MORTGAGED PROPERTY made at Bangalore this 08th day of February 2022 BETWEEN

> **SSVR Builders & Developers,** a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at SY.NO.72/2, Panathur Village, Varthur, Hobli, Bengaluru, Urban, Karnataka – 560087 and having its Permanent Account Number ("PAN") ACYFS3205R, represented by its authorised partner and signatory **Mrs. Nelaballi Rajyalakshmi** R/o. Flat No-401, Fourth Floor, Keerthana Kings Place, LN Temple Road, Munnekolala, Marathahalli, Bengaluru - 560037 **THE MORTGAGOR "**

hereinafter called **"THE MORTGAGOR"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART** and **Bajaj Housing Finance Limited** a company registered under the Companies Act, 1956 and a Company within the meaning of the Companies Act, 2013 and having its registered office at Mumbai-Pune Road, Akurdi, Pune – 411035 Represented by its Authorised Signatory **MR. Joseph Alex Benedict** and one of its branches at Bangalore (hereinafter referred to as "Mortgagee" which expression shall unless the context otherwise requires include its successors and assigns) of the **OTHER PART**.

WHEREAS:

(a) The Mortgagor is the owner of the property more particularly described in the Schedule hereunder written and hereinafter referred to as **"the said property"**

(b) By a **INDENTURE OF MORTGAGE CUM CHARGE** dated **18/01/2020 and 14/10/2020 respectively** registered in the office of the Sub-Registrar of the Bangalore under document No. **6472/2019-20 and 2735/2020-21** the Mortgagor created mortgage of the said property in favour of the Mortgagee for securing repayment of amounts advanced by the Mortgagee to the Mortgagor as mentioned in the said Deed of Mortgage

(c) The Mortgagor has paid off all the dues of the Mortgagee under the said Deed in full and the Mortgage debt stands satisfied in full.

(d) In the circumstances, the Mortgagor has requested the Mortgagee to execute the re-conveyance of Mortgaged property to which the Mortgagee has agreed as appearing hereinafter

For SSVR BUILDERS & DEVELOPERS

Managing Partner

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

BAJAJ HOUSING FINANCE LIMITED BANGALORE

Print Date & Time : 08-02-2022 03:10:13 PM

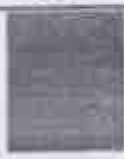
BNG(U)-VRT 6592/2021-22 / ೨-೮ ಕ

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 6592

ವರ್ತೂರು ದಕ್ಷಿಣ ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-02-2022 ರಂದು 01:43:22 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗಿನ ಶುಲ್ಕದೊಂದಿಗೆ ಹಾಜರುಪಡಿಸಿದ್ದಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ.
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	400.00
	ಒಟ್ಟು :	600.00

ಶ್ರೀ M/S SSVR Builders & Devenpers Rep by its Partner and Authorized Signatory Nelaballi Rajyalakshmi ಇವರಿಂದ ಹಾಜರ್ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S SSVR Builders & Developers Rep by its Partner and Authorized Signatory Nelaballi Rajyalakshmi			For SSVR BUILDERS & DEVELOPERS N. Rajyalakshmi Managing Partner

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟವರು(ಗಳು) ಪೂರ್ಣ ನಗದು ಸ್ವೀಕರಿಸಿದ ರೂ. .... (ರೂಪಾಯಿ ....)

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S SSVR Builders & Developers Rep by its Partner and Authorized Signatory Nelaballi Rajyalakshmi , C/o (ಬರೆದುಕೊಡುವವರು)			For SSVR BUILDERS & DEVELOPERS N. Rajyalakshmi Managing Partner
2	M/S Bajaj Housing Finance Limited Rep by Authorized Signatory, Mr. Joseph Alex Benedict (ಬರೆಸಿಕೊಳ್ಳುವವರು)			BAJAJ HOUSING FINANCE LIMITED BANGALORE

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ

BNG(U)-V... 6592 /2021-22 /3-8

NOW THIS DEED OF RECONVEYANCE OF MORTGAGED PROPERTY WITNESSETH that in consideration of the said sum of **Rs. 10,00,00,000/- (Rupees Ten Crores only) and Rs. 6,00,00,000/- (Rupees Six Crores only) respectively,** together with all accrued interest thereof paid to the Mortgagee by the Mortgagor in full of all principal moneys and interest comprising of the entire Mortgage debt due and owing to the Mortgagee on the security of the said equitable Mortgage recited above (the receipt whereof the Mortgagee doth hereby admit and acknowledge and of and from the same doth hereby acquit, release and forever discharge the Mortgagor) HE the Mortgagee doth hereby grant, convey and release forever unto the Mortgagor all and singular the said property described in the **Schedule** hereunder written and referred in hereinbefore recited **INDENTURE OF MORTGAGE CUM CHARGE** dated **18/01/2020 and 14/10/2020 respectively** AND all the estate of the Mortgagee TO HAVE AND TO HOLD the said property hereby granted, conveyed and released or otherwise assured or intended so to be with their rights, easements and appurtenances unto and to the use of the Mortgagor forever freely and absolutely discharged of and from all the principal money and interest intended to be secured by the said **INDENTURE OF MORTGAGE CUM CHARGE** dated **18/01/2020 and 14/10/2020 respectively** and of and from all actions, suits, accounts, reckonings, claims and demands whatsoever either at law or in equity for upon on account or in respect of the said **INDENTURE OF MORTGAGE CUM CHARGE** dated **18/01/2020** or of any act, deed, matter or thing in anywise relating to the said property AND the Mortgagee for himself doth hereby covenant with the Mortgagor that the Mortgagee hath not at any time hereto before made, done or executed or knowingly or willingly permitted suffered or been party or privy to any act, deed or thing whereby or by reason or means whereof the said property hereby granted, conveyed and released or intended so to be or any of them or any part thereof are is can shall or may be impeached, affected or encumbered in title, estate or otherwise howsoever AND it is recorded that the Mortgagee has on or before execution hereof returned all the title deeds in respect of the said property to the Mortgagor.

IN WITNESS WHEREOF the said Mortgagor and Mortgagee have hereunto set their respective hands the day and year first hereinabove written.

For SSVR BUILDERS & DEVELOPERS

N. Rajgopal

Managing Partner

ಗುರುತಿಸುವವರು

BNG(U)-VRT 6594/2021-22/A-8

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Praveen Varthur, Bangalore	[signature]
2	Suresh Varthur, Bangalore	[signature]

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ VRT-1-06592-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ VRTD1130 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 08-02-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ (ವರ್ತೂರು)

Designed and Developed by C-DAC, ACTS, Pune

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು

BNG(U)-VRT 6594/2021-22/5-84

THE SCHEDULE OF THE PROPERTY – "SSVR Acacia"

SCHEDULE 'A' PROPERTY

All that piece and parcel of unsold units constructed and erected on the following lands:

Item No.1

All that piece and parcel of the converted land bearing Sy No. 72/1, measuring 0-37 guntas, + 0-2 guntas of kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore – 560103 and the same is bounded by

East by	:	Land bearing Sy No.72/3,
West by	:	Road & land bearing Sy No.74
North by	:	Land bearing Sy No.73
South by	:	Land bearing Sy no.72/2

Item No.2

All that piece and parcel of the converted land bearing Sy no.72/2, measuring 38 guntas +0-3 guntas kharab, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by

East by	:	Land bearing Sy No.72/3,
West by	:	Road & land bearing Sy No.75
North by	:	Land bearing Sy No.72/1
South by	:	Land bearing Sy no.71

Item No.3

All that piece and parcel of the converted land bearing Sy no.74/3, measuring 0-2 guntas out of 1 acre 20 guntas, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, Bangalore - 560103 and the same is bounded by

East by	:	Adjacent land bearing Sy No.72/1 &72/2,
West by	:	Road
North by	:	Remaining Land in the same Sy No.74/3
South by	:	Land bearing Sy no.72/2

For SSVR BUILDERS & DEVELOPERS
N. Rijyalaxmi
Managing Partner

BNG(U)-VRP 6592/2021-22/6-8

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S SSVR Builders & Devoopers Rep by its Partner and Authorized Signatory Nelaballi Rajyalakshmi , ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	200.00	Challan No CR0222003000249468 Rs.200/- dated 08/Feb/2022
ಒಟ್ಟು :	200.00	

ಸ್ಥಳ : [illegible]

ದಿನಾಂಕ : 08/02/2022

ಉಪ-ನೋಂದಣಿ [illegible] ಅಧಿಕಾರಿ

Designed and Developed by C- DAC Pune

BNG(U)-VRT 6592 /2021-22 / 7 - 8

List of Units:

Sr. No.	Flat no.	Configuration 2/3 BHK	Area of Flat per sq ft
1	5	2BHK	1155
2	6	2BHK	1155
3	7	2BHK	1155
4	8	2BHK	1120
5	11	3BHK	1490
6	12	3BHK	1490
7	13	3BHK	1445
8	14	2BHK	1220
9	23	2BHK	1170
10	24	2BHK	1170
11	25	3BHK	1580
12	26	3BHK	1510
13	28	3BHK	1520
14	105	2BHK	1155
15	106	2BHK	1155
16	107	2BHK	1155
17	111	3BHK	1490
18	112	3BHK	1490
19	113	3BHK	1445
20	114	2BHK	1220
21	115	2BHK	1220
22	126	3BHK	1510
23	128	3BHK	1520
24	205	2BHK	1155
25	207	2BHK	1155
26	211	3BHK	1490
27	212	3BHK	1490
28	226	3BHK	1510

For SSVR BUILDERS & DEVELOPERS
N Rajyalaxmi
Managing Partner

BNG(U)-VRT 6597/2021-22/8-8

29	228	3BHK	1520
30	305	2BHK	1155
31	306	2BHK	1155
32	307	2BHK	1155
33	308	2BHK	1120
34	311	3BHK	1490
35	312	3BHK	1490
36	314	2BHK	1220
37	315	2BHK	1220
38	323	2BHK	1170
39	326	3BHK	1510
40	328	3BHK	1520
41	101	2BHK	1545
42	102	2BHK	1555
43	202	2BHK	1555
44	301	2BHK	1013

SIGNED, AND DELIVERED by the

Within named Mortgagee ---

Bajaj Housing Finance Limited

SIGNED, AND DELIVERED by the

Within named Mortgagor

SSVR Builders & Developers

in the presence of

For SSVR BUILDERS & DEVELOPERS

Managing Partner

M.S. REDDY & ASSOCIATES CHARTERED ACCOUNTANTS BANGALORE

WITNESS

1) Pravin
Yamtur
Bangalore

2) Sreelu
Yamtur
Bangalore

Annexure - 3

BAJAJ FINSERV

Loan Closure Letter

Customer Name : SSVR Builders & Developers

Loan Agreement No : H404CFC0311065

This is to certify that Bajaj Housing Finance Limited, has duly received full payment due to them under Home Loan Agreement No: H404CFC0311065 dated 2021-12-23.

Bajaj Housing Finance Limited at it's a sole discretion may retain the original property documents offered as security under the Loan until any linked loan/s or other financial facilities availed by you from Bajaj Housing Finance Limited or secured by you, is/are fully repaid and closed.

Date :2021-12-23

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED
(This is the system generated loan closure letter, signature is not required)

https://www.bajajhousingfinance.in/ 8698010101 wecare@bajajfinserv.in

M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE

BAJAJ FINSERV

Loan Closure Letter

Customer Name : SSVR Builders & Developers

Loan Agreement No : H404CFC0387978

This is to certify that Bajaj Housing Finance Limited, has duly received full payment due to them under Home Loan Agreement No: H404CFC0387978 dated 2021-12-15.

Bajaj Housing Finance Limited at it's a sole discretion may retain the original property documents offered as security under the Loan until any linked loan/s or other financial facilities availed by you from Bajaj Housing Finance Limited or secured by you, is/are fully repaid and closed.

Date :2021-12-15

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED
[illegible]

https://www.bajajhousingfinance.in/ 8698010101 wecare@bajajfinserv.in

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M.S. REDDY & ASSOCIATES
CHARTERED ACCOUNTANTS
BANGALORE