




CHALLAN
MTR Form Number-6

GRN	MH008014226201516E	BARCODE								Date	11/03/2016-14:51:47				Form ID														
Department	Inspector General Of Registration										Payer Details																		
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only										TAX ID (If Any)																		
Office Name	GENERAL STAMP OFFICE MUMBAI										Full Name					NILKANTH TECH PARK PVT LTD													
Location	MUMBAI																												
Year	2015-2016 One Time										Flat/Block No.					TIMES SQUARE													
Account Head Details										Amount In Rs.					Premises/Building														
0030056201 General Stamps										600.00					Road/Street					ANDHERI KURLA ROAD									
															Area/Locality					ANDHERI EAST									
															Town/City/District					*									
															PIN					4 0 0 0 5 9									
															Remarks (If Any)														
															SUPPLEMENTAL DEBENTURE TRUST DEED														
															Amount In		Six Hundred Rupees Only												
Total										600.00					Words														
Payment Details										DENA BANK										FOR USE IN RECEIVING BANK									
Cheque-DD Details										Bank CIN					REF No.					02502982016031122498					4681352				
Cheque/DD No										Date					11/03/2016-14:51:02														
Name of Bank										Bank/Branch					DENA BANK														
Name of Branch										Scroll No. , Date					Not Verified with Scroll														

Mobile No. : Not Available



DEED OF AMENDMENT

DATED _____,

BY AND AMONGST

NILKANTH TECH PARK PRIVATE LIMITED
as "Company"

AND

MR. RAJNIKANT AJMERA
as "Obligor 1"

AND

MR. DHAVAL AJMERA
as "Obligor 2"

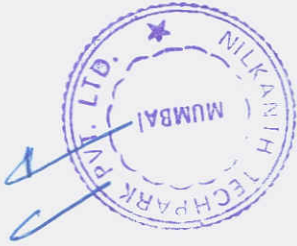
AND

GDA TRUSTEESHIP LIMITED
as "Debenture Trustee"



[Handwritten signature]

[Handwritten signature: D. R. A.]



DEED OF AMENDMENT

This **DEED OF AMENDMENT** ("Amendment Deed") is made at Mumbai this ____ day of March, 2016 ("Amendment Date"), by and between:

MILKANTH TECH PARK PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 with corporate identity number U45200MH2004PTC149113 and having its registered office at Times Square, Andheri-Kurla Road, Near Sakinaka Jn, Opp. Mittal Industrial Estates, Andheri (E), Mumbai 400059, hereinafter called "**the Company**", (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the **First Part**;

AND

MR. RAJNIKANT AJMERA, s/o Late Mr. Shamalji Ajmera, aged 62 years, residing at B/6, Pramukh Palace, kapole CHS JVPD Scheme, Vile Parle, Mumbai 400 049 and holding permanent account number AALPA2739H (hereinafter referred to as "**Obligor 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his estate, heirs, successors, administrators and permitted assigns) of the **Second Part**;

AND

MR. DHAVAL AJMERA, s/o Mr. Rajnikanth Ajmera, aged 35 years, residing at B/6, Pramukh Palace, kapole CHS JVPD Scheme, Vile Parle, Mumbai 400 049 and holding permanent account number ADLPA4775E (hereinafter referred to as "**Obligor 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his estate, heirs, successors, administrators and permitted assigns) of the **Third Part**;

AND

GDA TRUSTEESHIP LIMITED, a company established under the Companies Act, 1956 with corporate identity number U74999PN1997PLC110 and having its Registered Office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411038 hereinafter called the "**Debenture Trustee**" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include the Trustee or the Debenture Trustee for the time being hereof) of the **Fourth Part**.

(The Company, the Obligors and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as the "**Parties**")

WHEREAS:

1. By and under a debenture trust deed dated _____ and bearing registration number _____ (hereinafter referred to as the "**Debenture Trust Deed**"), the Company had issued/ agreed to issue and allot up to 18,000 (Eighteen Thousand) unlisted, secured, redeemable, non-convertible debentures as Class A and Class B debentures of the face value of Rs 1,00,000/- (Rupees One Lakh Only) each (the "**Debentures**"), aggregating to up to Rs 180,00,00,000 (Rupees One Hundred Eighty Crores only) (the "**Subscription Monies**"), on a private placement basis in accordance with the terms more specifically contained in the said Debenture Trust Deed.



2. The parties are now desirous to amend and modify certain clauses in the Debenture Trust Deed by way of executing this Amendment Deed.
3. The Parties now wish to record the aforementioned understanding agreed between the Parties in the manner set out below.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Amendment Deed, the following terms, to the extent not inconsistent with the context thereof shall have the meanings assigned to them herein below. Capitalized terms and other words and expressions used in this Amendment Deed but not expressly defined herein shall bear the meanings assigned to them in the Debenture Trust Deed to the extent not inconsistent with the context thereof. Unless otherwise specified, references to recitals and clauses shall mean references to recitals and clauses of the Debenture Trust Deed. In pursuance of the aforesaid, the Debenture Trust Deed shall stand corrected as set out hereinafter. The Recitals hereinabove shall be deemed to be an integral part of this Amendment Deed and shall have the same force and effect as the Clauses set forth herein.
- 1.2 The provisions of Clause 1.2 (Construction) in the First Schedule of the Debenture Trust Deed shall apply to this Amendment Deed, as if set out herein.

2. AMENDMENTS

- 2.1 Under the table of terms and conditions mentioned in Part 1 of the Second Schedule to the Debenture Trust Deed, the purpose has been presently described as follows:

Purpose

All amounts raised from the issue of the Class A Debentures shall be utilised in the following manner:

1. *An amount of upto Rs. 50,00,00,000/- (Rupees Fifty Crore only) shall be used for refinancing of existing loans of the Company;*
 2. *An amount of upto Rs. 80,00,00,000/- (Rupees Eighty Crore only) shall be used for meeting expenses which are to be incurred in relation to Project Phase II.*
- In the Offer Letter issued for each Tranche of Class A Debentures, the Company shall identify the end use for the monies being raised under the said Tranche.*

All amounts raised from the issue of the Class B Debentures shall be utilised for the general corporate purposes of the Company

- 2.2 The above Clause on Purpose shall hereinafter be read as follows:

All amounts raised from the issue of the Class A Debentures shall be utilised in the following manner:

1. *An amount of upto **Rs. 60,00,00,000/- (Rupees Sixty Crore only)** shall be used for refinancing of existing loans of the Company;*
2. *An amount of upto **Rs. 60,00,00,000/- (Rupees Sixty Crore only)** shall be used for meeting expenses which are to be incurred in relation to Project Phase II.*



All amounts raised from the issue of the Class B Debentures up to Rs. 60,00,00,000/- (Rupees Sixty Crore only) shall be utilised for the general corporate purposes of the Company

- 2.3 Upon repayment of the existing loans of HDFC Limited and ICICI Bank, the Debenture Trustee shall have first and exclusive charge over the Mortgaged Assets as defined in the Debenture Trust Deed and accordingly the relevant clauses of the Debenture Trust Deed stand amended hereto.

16 MISCELLANEOUS

- 16.2 This Amendment Deed shall form an integral part of the Debenture Trust Deed and shall be read along with the Debenture Trust Deed. All references in the Debenture Trust Deed to "this Deed" shall include the reference to this Amendment Deed, wherever the context so requires. Further, reference to the Debenture Trust Deed in any other documents shall include reference to the Debenture Trust Deed as amended by this Amendment Deed.
- 16.3 This Amendment Deed shall modify the agreement and the understanding set out in the Debenture Trust Deed, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Amendment Deed, all other provisions of the Debenture Trust Deed shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties. In the event of conflict between the terms of Amendment Deed and the provisions of the Debenture Trust Deed, the provisions of this Amendment Deed shall prevail in relation to the matters set out herein.
- 16.4 This Amendment Deed may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.



[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment Deed on the day and year first hereinabove written:

THE COMMON SEAL of NILKANTH TECH PARK PRIVATE LIMITED has been hereunto affixed pursuant to the resolution of its Board passed on _____ hereunto been affixed in the presence of _____, _____ who has signed these presents in token thereof and which is countersigned by _____,

1. Harish Taparia

Harish Taparia

2. Evinish Polvankar

Evinish Polvankar



SIGNED AND DELIVERED BY

MR. RAJNIKANT AJMERA,

as Obligor 1

Ajmera

SIGNED AND DELIVERED BY

MR. DHAVAL AJMERA,

as Obligor 2

D. R. Ajmera

SIGNED AND DELIVERED by GDA TRUSTEESHIP LIMITED the Debenture Trustee within named, by its Authorised Signatory _____ in the presence of :

1.

2.