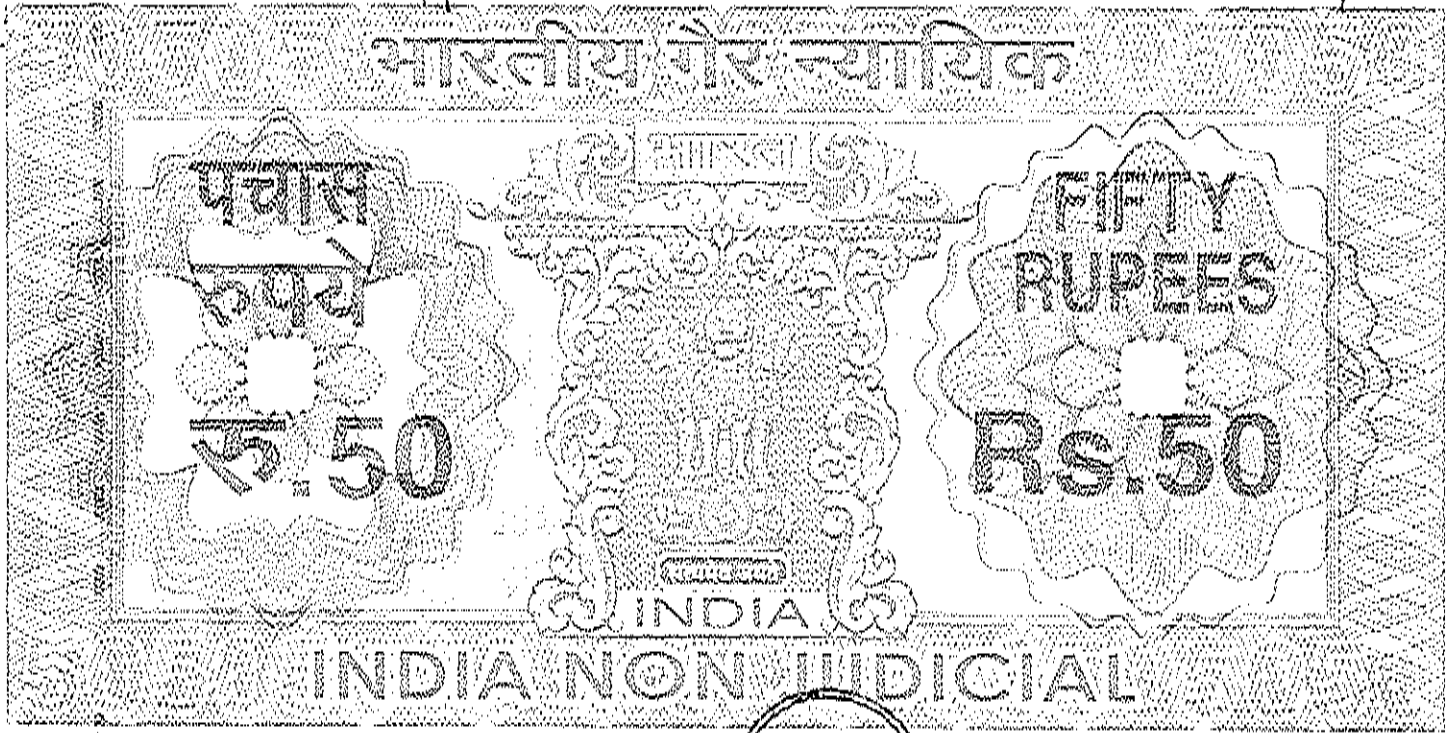


9084/18

07402/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



X 259467

द. 21.8.18  
 अ. 13426w/18  
 Mr. Loan Amt  
 = 14,00,000/-  
 Additional Registrar of  
 Assurances-IV, Kolkata

Certified that the Document is admitted to  
 Registration. The Signature Sheet and the  
 endorsement sheets attached to this document  
 are the part of this Document.

Additional Registrar  
 of Assurances-IV, Kolkata

23 AUG 2018

**DEED OF SIMPLE MORTGAGE**

**(Without possession)**

**THIS DEED OF SIMPLE MORTGAGE ("Deed")** is executed at the place  
 mentioned in Item **No. 1** of **Schedule 1** hereto and on the date mentioned at  
**Item No. 2** of **Schedule 1** hereto.

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-027742517-1

Payment Mode Online Payment

GRN Date: 21/08/2018 14:55:59

Bank : State Bank of India

BRN : CKG8579775

BRN Date: 21/08/2018 14:56:47

DEPOSITOR'S DETAILS

Name : Supriyo Basu

Id No. : 19040001342648/2/2018  
(Query No./Query Year)

Contact No. :

Mobile No. : +91 9831046425

E-mail :

Address : 6 Old Post Office Street Kolkata 1

Applicant Name : Mr Shanky Agarwal

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Mortgage, Mortgage without Possession by others

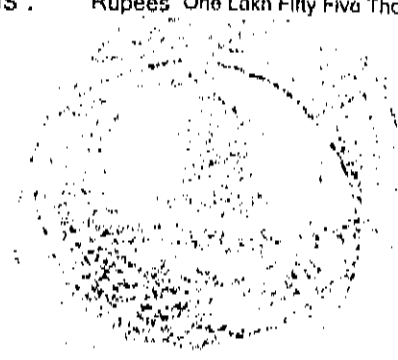
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040001342648/2/2018	Property Registration- Stamp duty	.0030-02-103-003-02	100020
2	19040001342648/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	55098

In Words : Rupees One Lakh Fifty Five Thousand One Hundred Eighteen only

Total

155118





Government of West Bengal  
Office of the A.R.A. - IV KOLKATA, District: Kolkata  
W.B. FORM NO. 1504

Query No / Year	19040001342648/2018	Serial No/Year	1904009084/2018
Transaction Id	0001686451	Date of Receipt	23/08/2018 12:17PM
Deed No / Year	I - 190409402 / 2018		
Presentant Name	Shri Shanky Agarwal		
Mortgagor	Shivrashi Exports Private Limited , Dhanshree Highrise Private Limited , Randata Commercial Private Limited , Rashiamrit Vintrade Private Limited , Panchparv Commodeal Private Limited , Madhudhan Complex Private Limited , Blueland Promoters Private Limited , Nirmalmaya Projects Private Limited , Oswal Towers LLP		
Mortgagee	Tata Capital Housing Finance Limited		
Transaction	[0310] Mortgage, Mortgage without Possession by others		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 14,00,00,000/-	Loan Amount	Rs. 14,00,00,000/-
Stamp Duty Paid	Rs. 50/-	Stamp Duty Articles	40(b)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	590/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	S Mukherjee	63945	21/08/2018	50/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		590/-

\*Total Amount Received by Cash Rs. 590/-

(Asit Kumar Joarder)  
ADDITIONAL REGISTRAR  
OF ASSURANCE



Mortgage  
Shanky Agarwal  
23/8/2018  
A.R.A. IV  
7073944508



Government of West Bengal



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata



Signature / LTI Sheet of Query No/Year 19040001342648/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Exocutant	Category	Photo	Finger Print	Signature with date

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SACHIN BAFNA 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007	Representative of Mortgagor [Shivrashi Exports Private Limited ] ,[Dhanshr ee Highrise Private Limited ] ,[Randata Commercial Private Limited ] ,[Rashiam rit Vitrade Private Limited ] ,[Panchpa rv Commode al Private Limited ] ,[Madhudh an Complex Private Limited ] ,[Blueland Promotors Private Limited ] ,[Nirmalm aya Projects Private Limited ]		15/12 	S. Bafna 21/5/18

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr SACHIN BAFNA 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007	Representative of Mortgagor [Oswal Towers LLP ]			<i>S.B.N.</i> 21/8/18
3	Shri Shanky Agarwal 2C And 2D , Park PLaza , 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Representative of Mortgagee [Tata Capital Housing Finance Limited ]		<i>SHI</i> 	<i>Shanky Agarwal</i> 21/08/2018
SI No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Shri Susanta Rajbanshi Son of Shri Suresh Rajbanshi Ichapur Provash Pally, P.O:- Ichapur Nawabganj, P.S:- Noapara, District:- North 24-Parganas, West Bengal, India; PIN - 743144	Mr SACHIN BAFNA, Mr SACHIN BAFNA, Shri Shanky Agarwal		<i>Susanta Rajbanshi</i> 21/8/18	



(Asit Kumar Joarder)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal

**BY**

The Mortgagors, the details whereof are given in Item **No. 3 (i)** of the **Schedule 1** attached herewith (hereinafter referred to as "**Mortgagors/Land Owners**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**,

**AND**

**OSWAL TOWERS LLP (PAN: AADFO9095N)** a Limited Liability Partnership constituted under the Limited Liability Partnership Act 2008, the details whereof are given in Item **No. 3 (ii)** of the **Schedule-1** attached herewith (hereinafter referred to as "**BORROWER/DEVELOPER**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest/office administrators, and assigns) of the **SECOND PART**, being represented by its designated partner, namely **SRI SACHIN BAFNA (PAN: ADDPB8175D)**, son of Late Sohanlal Bafna

**IN FAVOUR OF**

**TATA CAPITAL HOUSING FINANCE LIMITED (PAN : AADCT0491L)**, an existing Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at One Forbes, Dr. V. B. Gandhi Marg, Fort, Mumbai - 400 001, and its branch office at the place mentioned in **Item No. 4 of Schedule 1** hereto (hereinafter referred to as "**TCHFL**" or "**the Mortgagee**") which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-office, administrators and assigns) of the **THIRD PART**, being represented by its Authorised Signatory, **Sri Shanky Agarwal (PAN: BCEPA0006K)**, son of Sri Bhopal Agarwal (9051053023).

The Mortgagors, Borrower and the Mortgagee are hereinafter jointly referred to as "Parties" and individually referred to as "Party".

**WHEREAS:**

a. By virtue of eight several Deed of Conveyances all dated 30<sup>th</sup> June, 2013 which were registered in the office of Additional Registrar or Assurances-II, Kolkata and recoded in its Book no.I as Being nos. 09729, 09730, 09731, 09732, 09733, 09734, 09743 & 09744 all of the year 2013, (1) M/s. Shivrashi Exports Private Limited, (2) Dhanshree Highrise Private Limited, (3) Randata Commercial Private Limited, (4) Rashiamrit Vintrade Private Limited, (5) Panchparv Commercial Private Limited, (6) Madhudhan Complex Private Limited, (7) Blueland Promoters Private Limited and (8) Nirmalmaya Projects Private Limited (the Mortgagors herein) jointly became the absolute owners of ALL THAT piece and parcel of land admeasuring about 3 Bighas 15 Cottahs (on physical measurement it actually found 3 Bighas and 17 Cottahs), more or less, forming part of C.S./R.S. Dag nos. 1192, 1193, 1191/1308, 1191/1314 under C.S. Khatian no. 65, R.S. Khatian no. 702 in Mouza Agarpara, J.L. no. 11, Touzi no. 155 under Police Station Khardah in the district of North 24-Parganas presently known and numbered as municipal holding no. 126F, B. T. Road (previously known as 110F, B.T. Road) under municipal ward no. 10 within the limits of the Panihati Municipality (hereinafter referred to as the **Said Premises/Project Land'** which is more fully described in the **Part-A** of the **Schedule 2** written hereunder) together with structure thereon free from all encumbrances.

b. The said (1) M/s. Shivrashi Exports Private Limited, (2) Dhanshree



Highrise Private Limited, (3) Randata Commercial Private Limited, (4) Rashiamrit Vintrade Private Limited, (5) Panchparv Commercial Private Limited, (6) Madhudhan Complex Private Limited, (7) Blueland Promoters Private Limited and (8) Nirmalmaya Projects Private Limited (the Mortgagors herein) while seized and possessed of and/or otherwise well and sufficiently entitled to

c. The said (1) M/s. Shivrashi Exports Private Limited, (2) Dhanshree Highrise Private Limited, (3) Randata Commercial Private Limited, (4) Rashiamrit Vintrade Private Limited, (5) Panchparv Commercial Private Limited, (6) Madhudhan Complex Private Limited, (7) Blueland Promoters Private Limited and (8) Nirmalmaya Projects Private Limited (the Mortgagors herein) while seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises/Project Land and the structure thereon mutated its name in the concerned BL & L.R Office and also in the records of concerned local authority and paid taxes and revenue thereon.

d. The said (1) M/s. Shivrashi Exports Private Limited, (2) Dhanshree Highrise Private Limited, (3) Randata Commercial Private Limited, (4) Rashiamrit Vintrade Private Limited, (5) Panchparv Commercial Private Limited, (6) Madhudhan Complex Private Limited, (7) Blueland Promoters Private Limited and (8) Nirmalmaya Projects Private Limited (the Mortgagors herein) by a LLP Agreement dated 30th October 2016 formed a Limited Liability Partnership firm under the name and style of '**Oswal Tower LLP**' incorporated under the provisions of the Limited Liability Partnership Act, 2008 (the Borrower/ Developer herein) for construction of a residential project namely "**Orchard 126**" consisting of two towers/blocks on the land of the said Premises/Project Land through M/s. **Oswal Tower LLP**' (the Borrower/Developer herein) as per the sanctioned building plan of the concerned local authority.

e. The Borrower herein along with Mortgagors who are the co-borrowers ("**Borrowers**"), the details whereof are given at Sr. No.(II) and (III) of Item No.3 of **Schedule 1** hereto ("Co-Borrowers") had approached the Mortgagee to avail a financial facility (hereinafter referred to as the "**said Facility**") for the said Project for an amount more particularly mentioned in **Item No. 5 of Schedule 1** hereto ("**Facility Amount**") as per details given in Item No. 5 of **Schedule 1** hereto. The Mortgagee acceded to such request of the Borrower and granted the said Facility to the Borrower pursuant to a Facility Agreement details whereof are given in Item No. 6 of **Schedule 1** hereto (hereinafter referred to as the "**said Facility Agreement**") entered into between the Borrower and the Mortgagee.

f. One of the terms of the Facility Agreement is that the obligations of the Borrower/s to repay the Facility Amount together with interest, additional interest, default interest, penal interest, costs, charges, expenses and all other monies payable by the Borrowers in terms of the Facility Agreement ("**Mortgage Debt**") shall be secured, inter alia, by a first charge by way of Mortgage on the Said Premises/Immovable Property and the structure/building constructed or any further structure to be constructed thereon which are more fully described in the **Part-A of the Schedule 2** and the Receivables as more particularly described in **Part-B of the Schedule 2** hereunder written, standing in the name of the Mortgagors (the said Premises/Immovable Property and the structure thereon and the Receivables are hereinafter jointly referred to as the "**Mortgaged Properties**").

g. In pursuance of the Facility Agreement between the Borrower and the Mortgagee, the Mortgagors and the Borrower have agreed to create charge/mortgage by executing this Indenture of Simple Mortgage in respect of the Mortgaged Properties in favour of the Mortgagee to secure due repayment of the Mortgage Debt as is hereinafter appearing.

h. Capitalised terms, which are used in this Deed but not defined herein, shall have the meanings assigned to them under the Facility Agreement.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

**I. CONSIDERATION**

That in pursuance of the Facility Agreement and in consideration of the said Facility and as continuing security for the repayment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured, the Mortgagors doth hereby, from the date of this Deed, create a first and exclusive charge by way of simple mortgage (*without possession, i.e. the possession will remain with the Mortgagors*) in favour of the Mortgagee by way of security on:

(i) all and singular the Immovable Property/Said Properties more particularly described in **Schedule 2** hereunder written or any part thereof and all appurtenances whatsoever and subject to the powers and provisions herein declared and contained.

PROVIDED FURTHER THAT the Mortgagors have not given nor agreed to give possession of the said Properties/Mortgaged Properties to the Mortgagee.

(ii) the Receivables specified in the Part-B of **Schedule 2** hereunder written together with all records, documents and instruments which represent the Receivables that are in existence as on the date hereof and that shall come into existence at any time and from time to time hereafter and charged as and by way of mortgage UPON TRUST and subject to the powers and provisions herein contained.

**II. REPAYMENT DATE**

The Borrower has agreed to pay to the Mortgagee the said Facility Amount together with interest thereon in terms of the said Facility Agreement with monthly rests repayable in the manner provided in the repayment schedule of the Facility Agreement, and will also pay the said Facility Amount or any part thereof or interest thereof so long as the same shall remain unpaid by the Borrower to the Mortgagee in the manner aforesaid. The rate of interest shall be fixed/ floating in nature as set out in the Facility Agreement which may be altered, modified or varied as mentioned in the Facility Agreement.

**III. MORTGAGORS' COVENANT**

The Mortgagors hereby agree and confirm that:

i) if any payment of interest is not made in the manner as provided in the Facility Agreement / Escrow Agreement (whether formally demanded or not) it shall be added to the principal sum and be subject to the payment of penal charges as specified in the Facility Agreement and shall be chargeable upon the Mortgaged Properties for all intents and purposes recorded herein, however, this provision shall not in any way permit the Borrower/s to allow any interest or the agreed installment/s towards the principal amount to fall in arrears nor shall it in anywise interfere with, prejudice, limit or affect the right of sale or any other powers or remedies for securing and enforcing payment of the Mortgage Debt hereunder payable.

ii) if the Borrower shall pay to the Mortgagee the said Facility Amount in the manner as provided in the Facility Agreement / Escrow Agreement together with the agreed rate of interest, and in the aforesaid manner and also all

other moneys by law or under these presents or under the Facility Agreement payable by the Borrower/s to the Mortgagee then and in such case the Mortgagee shall at the request, cost, charges and expenses of the Borrower/s release the said Properties by executing a Deed of Release.

iii) The Borrower shall pay default interest, penal charges and such other additional charges as specified in the Facility Agreement in case of default of payment of any installment or interest on the date fixed for payment thereof at the rate as agreed by the Borrower/s in the Facility Agreement.

iv) The Mortgagee shall be entitled to charge, at its own discretion, enhanced rates of interest on the accounts either on the entire outstandings or a portion thereof for any default in the payment of principal or interest prescribed in the Facility Agreement for such period as the default continues or for such time as the Mortgagee deems it necessary and or in the manner agreed to by the Borrower in the Facility Agreement. Charging of such enhanced rate shall be without prejudice to the Mortgagee's other rights and remedies under this Agreement or otherwise, provided that the interest rate payable by the Borrower shall be subject to the changes in the interest rates made by Reserve Bank of India ("RBI") or the Mortgagee due to variation in the Prime Lending Rate from time to time.

v) The Mortgagors and the Borrower further covenant that in the event of the Borrower's failing to pay and discharge the amounts due hereunder, the Mortgagee shall at its option also be entitled, to file a suit against the Mortgagors for the recovery of the amounts due from the Mortgaged Properties described in the **Schedule 2** hereto and to enforce all the remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.

vi) That the Borrower will pay all costs, charges and expenses between attorney and client in any way lawfully incurred or paid by the Mortgagee and incidental to or in connection with these presents or its security and incurred as well as for the assertion or defence of the rights of the Mortgagee as of the production and security of the mortgaged premises and for the demand, realisation and recovery of the said principal sum, interest and other moneys payable to the Mortgagee and the same shall, on demand be paid by the Borrower/s to the Mortgagee with interest thereon at the rate aforesaid from the time of the same having been so incurred and until such payment the same shall be a charge upon the Mortgaged Properties.

vii) All the obligations of Mortgagors and all the rights remedies and powers of a Mortgagee under the law for the time being in force except so far as they may be expressly varied by or may be inconsistent with these presents shall be deemed to be incorporated in these presents provided that the provisions of Section 61, 65A and 67A respectively of the Transfer of Property Act, 1882 shall not apply to these presents or to the Mortgagors or the Mortgagee inter se and this shall be deemed a contract to the contrary for the purpose of those Sections.

viii) The security hereby created shall be a continuing security to the extent at any time of together with interest as more particularly set out in the said Facility Agreement and penal rate as set out in the Facility Agreement over and above the aforesaid interest, in the event of delayed payment plus interest tax with monthly rests payable thereon as also the costs, charges, expenses payable under the said facility, and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation at any time hereafter of any sum or sums of money for the time being due in respect of

the facility granted by the Mortgagee to the Borrower/s, but shall within the limit aforesaid extend to cover and be a security for every sum and all sums of money at any time due to the Mortgagee in respect thereof notwithstanding the fact that the said facility as aforesaid may at any time or from time to time be reduced or extinguished or the balance or the said facility be brought to credit. This security may be enforced against the Mortgagors, in accordance with the Facility Agreement, without first having recourse to any other rights of the Mortgagee.

ix) Upon the happening and continuance of an Event of Default in terms of Finance Documents, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of the Mortgaged Properties and henceforth the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or Persons whomsoever acting on behalf of the Mortgagors.

x) The Mortgagors 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 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 Mortgagors or borrower/s 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 and to the use of the Mortgagee on the terms of these presents as shall be reasonably required by the Mortgagee.

xi) The Mortgagors 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 Mortgagors in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagors 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 Mortgagor and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Mortgagors and would affect the security created hereunder.

xii) The Mortgagee shall have all powers incidental to and necessary for realisation of the security of the Receivables and the Mortgagors hereby appoints the Mortgagee at the Mortgagor's risk and expenses as the Attorney for and in the name of the Mortgagors or otherwise to do all such acts, deeds and things as may be necessary in connection with the same and shall, without prejudice to aforesaid powers conferred on the Mortgagee, execute (if necessary ) a power of attorney in favour of the Mortgagee for the same and shall also execute such further documents and provide and furnish all information, reports, returns, certificates and statements as may be required by the Mortgagee from time to time in connection with this Receivables.

#### **IV MORTGAORS' REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

(a) The Mortgagors are the owners and beneficiary of the Mortgaged Properties and are absolutely entitled to the same and to all incidental rights thereof and to the use, enjoyment and occupation of the Mortgaged Properties and except the Mortgagors and Borrower no other person or persons have any right, title, interest, claim or demand of any nature whatsoever over the



Mortgaged Properties and the Mortgaged Properties are free from any prior charge or encumbrance and the Mortgagors now hath good right, full power and absolute authority to grant, convey, transfer and assure the Mortgaged Properties unto and to the use of the Mortgagee;

(b) The Mortgagors shall not at any time during the continuance of these presents create any further mortgage, charge, lien or any encumbrance of any kind whatsoever on the Mortgaged Properties;

(c) The Mortgagors shall at all times during the continuance of these presents and the security hereby created pay or cause to be paid all the ground rent, taxes, rates and other charges, duties and outgoings, present as well as future, payable in respect of the Mortgaged Properties immediately they shall have become due;

(d) The Mortgagors shall at all times during the continuance of these presents as a security hereby created keep the Mortgaged Properties and every part thereof in good and substantial state of repair and will if so required by the Mortgagee also keep the same adequately insured (and if so required by the Mortgagee in the joint names of itself and the Mortgagee) against loss or damage by fire, flood and other customary risks or such other risks as the Mortgagee may require and the Mortgagors or Borrower shall duly and punctually pay all premia in respect of such insurance and shall keep the insurance in force through out the term of the security hereby created and will deliver and leave with the Mortgagee the original insurance policy and will lodge with the Mortgagee all receipts for premia thereof and shall not do or suffer to be done any act or commit or allow to be committed any default whereby any such insurance shall be rendered void and voidable or any increased premium will become payable thereof;

(e) In case the Mortgagors or the Borrower shall neglect to keep the said Properties or any part thereof in good and substantial repair or to pay the ground rent, rates, taxes and other dues, charges, and outgoings as aforesaid or to effect or keep up such insurance, it shall be lawful but not obligatory upon the Mortgagee to do the same and all monies expended by the Mortgagee in so doing shall on demand be forthwith repaid by the Borrower and until such repayment the same shall be a charge upon the Mortgaged Properties jointly with the principal sum and interest hereby secured as if they had formed part thereof;

(f) The Mortgagors will permit the Mortgagee with the officers, servants and agents from time to time and at all reasonable times to enter into and upon the said Properties and to inspect the same and if upon such inspection it appears to the Mortgagee that the said Properties or any part thereof require repairs or replacement, the Mortgagee may give notice to the Mortgagors' calling upon it to repair or replace the same and in the event of the failure on the part of the Borrower/s to do so within a reasonable time, it shall be lawful but not obligatory as the Mortgagee to do the same and all expenses incurred by the Mortgagee shall be forthwith repaired by the Mortgagors and until such repayment will be charge upon the Mortgaged Properties jointly with the said Mortgage Debt hereby secured as if they had formed part thereof;

(g) The Mortgagors shall not without the written consent of the Mortgagee first had and obtained let or otherwise transfer or put any third party in possession or otherwise create any third party's rights into or upon the Mortgaged Properties or any part thereof and the Mortgagee shall be entitled in its absolute discretion to refuse to give such consent;

## **V. MORTGAGORS' DECLARATION**

It is agreed and declared by the Mortgagors and Mortgagee as under:-

1. The powers of leasing contained in Section 65A of the said Transfer of Property Act shall not be exercised by the Mortgagors.

2. The Mortgagee shall have the right by a notice in writing to require the Mortgagors forthwith to discharge in full its liabilities to the Mortgagee hereunder in the following cases and in any of such cases the whole of the amount then remaining payable to the Mortgagee shall at the option of the Mortgagee become payable to the Mortgagee as if the time for the payment thereof had expired and the Mortgagee shall be entitled to exercise all its rights and remedies hereunder:-

(i) The Mortgagee may by notice require the Mortgagors to discharge in full the Borrower's liability to the Mortgagee in the following cases, namely:

a) If it appears to the Mortgagee that false or misleading information in any material particulars was given to the Mortgagee in respect of the said Mortgage Debt hereby secured; or

b) If there is any reasonable apprehension that the Borrower/s or Mortgagor/s is/are unable to pay its debts or proceedings for taking it into liquidation may be commenced; or

c) If the Mortgaged Properties hereby mortgaged and assigned to the Mortgagee for the benefit of the Mortgagee as security for the Facility hereby secured are not insured and kept insured by the Mortgagors to the satisfaction of the Mortgagee or if the Mortgaged Properties depreciate in valuation in the sole opinion of the Mortgagee by more than such percentage as shall be fixed by the Mortgagee

- d) If default shall be committed by the Borrower/s in making payment of the Mortgage Debt as set out in Facility Agreement ; or
- e) If default shall be committed by the Mortgagors or Borrower/s in the observance or performance of any of the covenants or provisions of these presents; or
- f) If the Immovable Property or any part thereof are taken up by the Government or any public body entitled to do so for a public purpose; or
- g) If execution or distress is levied against the whole or any part of the Mortgaged Properties; or
- h) If a Receiver is appointed of the Mortgaged Properties or any part thereof; or
- i) If any circumstances shall occur which shall prejudice impair or imperil or are likely to impair or imperil or depreciate the Mortgaged Properties of the Mortgagee; or
- j) If any Event of Default as defined in the Facility Agreement has happened;
- k) If for any reasons, it is necessary in the opinion of the Mortgagee to protect the interest of the Mortgagee,

PROVIDED ALWAYS that the decision of the Mortgagee as to whether any of the aforesaid events or circumstances had occurred shall be final conclusive and binding on the Mortgagors/Borrowers.

3. If the said Properties/Mortgaged Properties or any part thereof shall at any time or times be taken up or requisitioned or acquired by the Government or any public body or authority entitled to do so, the Mortgagee shall be entitled to receive the whole of the compensation which the Mortgagors will be entitled or be declared and entitled to and to apply the same or a sufficient portion thereof towards repayment of the Mortgaged Debt hereby secured.
4. Any notice required to be served on the Mortgagors shall for the purpose of these presents be deemed to be sufficiently served if it is left at the abovementioned address of the Mortgagors or left or affixed and such notice shall also be deemed to properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagors and such service shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered even though returned unserved on account of refusal or otherwise howsoever.
5. The Mortgagors or Borrower shall pay the costs, charges and expenses between "Advocate and Client" anywise incurred or paid by the Mortgagee of and incidental to or in connection with these presents or this security and incurred as well for the assertion of defence of the rights of the Mortgagee as for the protection and security of the Mortgaged Properties and for the demand, realization and recovery of the Mortgaged Debt and other moneys payable to the Mortgagee the same shall on demand be paid by the Mortgagors/Borrower the Mortgagee and until such repayment the same shall be a charge upon the mortgaged premises.
6. If the Borrower/s fail to pay to the Mortgagee the Mortgage Debt in the agreed manner as provided above, then and in such case the Mortgagee shall have full right and liberty to cause the Mortgaged Properties to be sold through the court of law and recover the Mortgage Debt.

7. The Mortgagors have executed this deed in favour of the Mortgagee out of its free will and volition and is not under coercion, force, fraud or misrepresentation.

8. The Stamp duty and registration charges payable on this instrument as also all incidental cost, charges and expenses thereof shall be paid and borne by the Mortgagors/Borrower.

**VI. THE MORTGAGORS, BORROWER AND THE MORTGAGEE' S COVENANT:**

1. That at the request of the Borrower or Mortgagors, the Mortgagee may release individual units/flats together with proportionate and impartible land share and also common rights in the common areas and facilities of the said building/premises forming part of the said mortgaged property on receipt of or by appropriating of the sale proceeds of the flats/units as may mutually agreed between the parties of the market value of the flats/units towards the repayment of the loan subject to the maintenance of LTV as may be required by the Mortgagee as mentioned in the said Letter of Sanction and/or the said Agreement and in such event the Mortgagee herein shall release the individual flat/unit forming part of the said properties/mortgaged property by a letter of release only and no registered Deed of Release shall be executed unless the said loan is fully repaid.

2. In case the Mortgagors/ Borrower herein are desirous of selling any individual flat/unit forming part of the said mortgaged property, in such case before entering into any Agreement for Sale, the Mortgagors and Borrower herein shall obtain specific written No Objection from the Mortgagee herein and the Mortgagee shall only grant such NOC subject to aforementioned clause and on receipt of the sale value as mutually agreed between the parties, the Mortgagee shall provide Letter of Release of individual flats/units together with

proportionate and imaptible share of land and also common rights in the common areas and facilities of the said building/premises.

3. On repayment of the entire dues by the Borrower or Mortgagors to the Mortgagee in terms of the said Loan Agreement/Facility Agreement, the said Mortgagee shall execute appropriate Deed of Re-conveyance/Release at the cost of the Mortgagors or Borrower herein.

### VII. DISPUTE RESOLUTION

Clauses 27 (*Dispute Resolution*) and 28 (*Governing Law and Jurisdiction*) of the Facility Agreement shall apply mutatis mutandis to this Deed.

#### SCHEDULE 1

Item.	Particulars	
1.	Place of Execution of the Deed	_____ Kolkata
2.	Date of Execution of the Deed	<del>21st</del> August, 2018
3.	Details of the Mortgagors and Borrower and Co-Borrowers	<p><b>I. <u>MORTGAGORS</u></b></p> <p><b>1. Name: Shivrashi Exports Private Limited</b> (having PAN: <b>AASCS1630F</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna  <b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,</p>

		<p>Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>2. Name: Dhanshree Highrise Private Limited</b> (having PAN: <b>AAECD6718M</b>) <b>Constitution:</b> Private Limited Company <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna. <b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>3. Name: Randata Dhanshree Highrise Private Limited</b> (having PAN: <b>AAGCR1049D</b>) <b>Constitution:</b> Private Limited Company <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna <b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p>
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		<p><b>4. Name: Rashiamrit Vintrade Private Limited</b> (having PAN: <b>AAGCR1047P</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna (Mobile No. 9830067701  <b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>5. Name: Panchparv Commodeal Vintrade Private Limited</b> (having PAN: AAGCP8441B)  <b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna (Mobile No. 9830067701  <b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>6. Name: Madhudhan Complex</b></p>
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		<p><b>Private Limited</b> (having PAN: <b>AAICM6263G</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna  <b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>7. Name: Blueland Promoters Private Limited</b> (having PAN: <b>AAFCE5097C</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna  <b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>8. Name: Nirmalmaya Projects Private Limited</b> (having PAN: <b>AAECN3595Q</b>)</p>
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		<p><b>Constitution:</b> Private Limited Company</p> <p><b>Director:: SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>II. BORROWER</b></p> <p><b>Name: Oswal Towers LLP,</b> (PAN: AADFO9095N) a limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008.</p> <p><b>Authorised Signatory/ Designated Partner : Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>III. CO-BORROWERS</b></p>
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		<p><b>1. Name: Shivrashi Exports Private Limited</b> (having PAN: <b>AASCS1630F</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna  <b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>2. Name: Dhanshree Highrise Private Limited</b> (having PAN: <b>AAECD6718M</b>)  <b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna  <b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>3. Name: Randata Dhanshree Highrise Private Limited</b> (having</p>
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	<p><b>PAN: AAGCR1049D</b></p> <p><b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>4. Name: Rashiamrit Vintrade Private Limited</b> (having PAN: <b>AAGCR1047P</b>)</p> <p><b>Constitution:</b> Private Limited Company  <b>Director:: Sri SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007,  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>5. Name: Panchparv Commodeal Vintrade Private Limited</b> (having PAN: AAGCP8441B)</p> <p><b>Constitution:</b> Private Limited Company</p>
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		<p><b>Director:: Sri SACHIN BAFNA ( PAN : ADDPB8175D)</b> son of Late Sohan Lal Bafna.</p> <p><b>Registered Office :</b> 159, Rabindra Sarani, Onkar Mansion, 2<sup>nd</sup> Floor Room No.- 2C. Post Office Burrabazar, Police Station Burrabazar, PIN: 700007, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>6. Name: Madhudhan Complex Private Limited (having PAN: AAICM6263G)</b></p> <p><b>Constitution:</b> Private Limited Company</p> <p><b>Director:: SACHIN BAFNA ( PAN : ADDPB8175D)</b> son of Late Sohan Lal Bafna.</p> <p><b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>7. Name: Blueland Promoters Private Limited (having PAN: AAFCB5097C)</b></p> <p><b>Constitution:</b> Private Limited Company</p> <p><b>Director:: SACHIN BAFNA ( PAN :</b></p>
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		<p><b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>8. Name: Nirmalmaya Projects Private Limited</b> (having PAN: <b>AAECN3595Q</b>)</p> <p><b>Constitution:</b> Private Limited Company <b>Director:: SACHIN BAFNA</b> ( PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna (Mobile No. 9830067701</p> <p><b>Registered Office :</b> 71, Biplabi Rash Behari Basu Road, 3<sup>rd</sup> Floor, Room No – C-306 Post Office Burrabazar, Police Station Burrabazar, PIN: 700001, Email ID: info@oswalgroup.net Tel No.: 033-22739403</p> <p><b>9. Name: Sri Sachin Bafna</b> (PAN : <b>ADDPB8175D</b>) son of Late Sohan Lal Bafna</p> <p><b>Constitution:</b> Individual <b>Address:</b> P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata –</p>
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		<p>700054  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>10. Name: Sri Saurav Bafna</b> (PAN : <b>AMVPB0829K</b>), son of Late Sohan Lal Bafna  <b>Constitution:</b> Individual  <b>Address:</b> P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station – Phool Bagan, Kolkata – 700054  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p> <p><b>11. Name: Sri Amit Kumar Agarwal</b> (PAN : <b>ACVPA5587H</b>), son of Sri. Arjun Lal Agarwal  <b>Constitution:</b> Individual  <b>Address:</b> BF—262, Salt Lake City, Kolkata – 700097, Near Salt Lake Swimming Pool  Email ID: info@oswalgroup.net  Tel No.: 033-22739403</p>
4.	Address and contact details of concerned branch of TCHFL	<p><b>Tata Capital Housing Finance Limited</b>  Flat No 2C &amp; 2D , South Block Park PLaza , 71 Park Street , Post Office Park street, Police Station : Park Street,</p>



		Kolkata 700016, India
5.	Details of the said Facility	Amount of the Facility: <b>INR 14,00,00,000/- (Rupees Fourteen Crores only).</b> Nature of the Facility: <b>Project Loan</b>
6.	Details of Facility Agreement	<b>Facility Agreement dated</b> <u>14th August</u> <b>2018</b>

**SCHEDULE 2**

**(the Mortgaged Properties**

**Part-A**

**ALL THAT** piece and parcel of land admeasuring about 3 Bighas 15 Cottahs equivalent to 1.20 acres (on physical measurement it actually found 3 Bighas and 17 Cottahs), more or less, forming part of C.S./R.S./L.R. Dag nos. 1192, 1193, 1191/1308, 1191/1314 under C.S. Khatian no. 65, R.S. Khatian no. 702, L.R. 447, 510, 534, 689, 822, 985, 1030 in Moujza Aparpara, J.L. no. 11, Touzi no. 155 under Police Station Khardah in the district of North 24-Parganas presently known and numbered as municipal holding no. 122F, B. T. Road (previously known as 126F, B.T. Road), PIN: 700109 under municipal ward no. 10 within the limits of the Panihati Municipality together with the building complex named '**Orchard 126**' constructed /to be constructed thereon measuring about **1,90,000 sq.ft.** approx. or any other structure to be constructed in future and the aforesaid land is also delineated in **map or plan** annexed with this deed and bordered in color '**red**' thereon.

**Dag wise land area**

R.S./L.R. Dag	R.S. Khatian	L.R. Khatian	Land Area
1192	702	447, 510,	0.25 Acre
1193		534, 689,	0.19 Acre
1191/1308		804, 822,	0.06 Acre

1191/1314		985 & 1030	0.70 Acre
		TOTAL	1.20 Acre

**AND BUTED AND BOUNDED:**

- ON THE NORTH** : Pre. No. 613, B.T.Road;  
**ON THE SOUTH** : North Station Road, Agarpara  
**ON THE EAST** : 136, North Station Road, Agarpara;  
**ON THE WEST** : B.T.Road;

**Floor wise details of structure**

- Ground floor : 1869.41 sq.M.  
First floor : 960.05 sq.M.  
Second floor : 802.34 sq.M.  
Third floor to Twenth floor : 14442.12 sq.M.  
Twenty one floor : 619.57 Sq.M

**Description of the Receivables**

All the monies accruing or arising out of or accrued or arisen but not collected or received out of the residential project titled "**Orchard 126**" constructed on the project land as described hereinabove in Schedule 2 and includes without which are either presently payable or payable in the future in respect of the purchase price payable towards the allotment/ purchase of the Flats and/or the amenities annexed thereto, by the allottees / purchasers (present or future) of the said Flats whether under a letter of allotment and/or agreement for sale executed or any other document executed between the Borrower and the allottee / flat purchaser in this regard, the Escrow Account, the approvals for the Project and the proceeds payable under the Insurance Policies;

**IN WITNESS WHEREOF** the Parties herein have set and subscribed their hands hereto, the day and year first hereinabove mentioned.

<p><b>SIGNED, SEALED AND DELIVERED</b> by the within named MORTGAGORS in presence of</p> <p>1. <i>Srusanta Rajbanshi</i>  <i>Sehapur, Provas h pally</i>  <i>24 Pgs (N) - 743144.</i></p> <p>2. <i>Santosh Kumar</i>  <i>29 Sri Chopal Meelbark Rd</i>  <i>Flat - 213, Kol Katta SC</i>  <i>West - Bengal.</i></p>	<p><i>S. Bafna</i></p> <p><b>(SACHIN BAFNA)</b>  Director  <i>For and on behalf of:</i>  (1) Shivrashi Exports Private Limited,  (2) Dhanshree Highrise Private Limited,  (3) Randata Commercial Private Limited,  (4) Rashiamrit Vintrade Private Limited,  (5) Panchparv Commercial Private Limited,  (6) Madhudhan Complex Private Limited,  (7) Blueland Promoters Private Limited  (8) Nirmalmaya Projects Private Limited</p> <hr/> <p>MORTGAGORS</p>
<p><b>SIGNED, SEALED AND DELIVERED</b> by the within named BORROWER in presence of</p> <p>1. <i>Srusanta Rajbanshi</i></p> <p>2. <i>Santosh Kumar</i></p>	<p>OSWAL TOWERS LLP</p> <p><i>S. Bafna</i>  Authorized Designated partner  <b>OSWAL TOWERS LLP</b></p> <hr/> <p>BORROWER</p>

<p>SIGNED, SEALED AND DELIVERED by the withinnamed MORTGAGEE in presence of</p> <p>1. <i>Susanta Rajbanshi</i></p> <p>2. <i>Gandhin Kumar</i></p>	<p>TATA CAPITAL HOUSING FINANCE LTD.</p> <p><i>Shanky Grewal</i> Authorized Signatory</p> <p>TATA CAPITAL HOUSING FINANCE LIMITED</p> <p>_____</p> <p>MORTGAGEE</p>

Prepared in my office

*Sucanjil Balar*

*WB/2414/1999*

Advocate

Identified by:

*Rampurhat - Comd -*

Susanta Rajbanshi,  
Son of Suresh Rajbanshi,  
Ichapur Provash Pally,  
P.O. Ichapur Nawabganj,  
P.S. Noapara  
North 24 Parganas  
Pin - 743144  
Service

*Susanta Rajbanshi*



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr SACHIN BAFNA</b> Son of Late Sohan Lal Bafna 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADDPB8175D Status : Representative, Representative of : Shivrashi Exports Private Limited (as Director), Dhanshree Highrise Private Limited (as Director), Randata Commercial Private Limited (as Director), Rashiamrit Vintrade Private Limited (as Director), Panchparv Commodeal Private Limited (as Director), Madhudhan Complex Private Limited (as Director), Blueland Promoters Private Limited (as Director), Nirmalmaya Projects Private Limited (as Director)
2	<b>Mr SACHIN BAFNA</b> Son of Late Sohan Lal Bafna 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADDPB8175D Status : Representative, Representative of : Oswal Towers LLP
3	<b>Shri Shanky Agarwal (Presentant )</b> Son of Shri Bishnudas Agarwal 2C And 2D , Park PLaza , 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: BCEPA0006K Status : Representative, Representative of : Tata Capital Housing Finance Limited (as Authorized Signatory)

**Identifier Details :**

Name & address
Shri Susanta Rajbanshi Son of Shri Suresh Rajbanshi Ichapur Provash Pally, P.O:- Ichapur Nawabganj, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 741314, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr SACHIN BAFNA, Mr SACHIN BAFNA, Shri Shanky Agarwal

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 10, Holding No:126F

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1192(Corresponding RS Plot No:- 1192), LR Khatian No:- 447	Owner:শ্রী হারিশ শ্রী: Gurdian:শ্রী: Address:নিজ, Classification:পুকুর, Area:0.03000000 Acre,

Major Information of the Deed :- I-1904-09402/2018-23/08/2018

L2	LR Plot No:- 1193(Corresponding RS Plot No:- 1193), LR Khatian No:- 510	Owner:নির্মল মায়ো প্রজেক্ট, Gurdian:প্রা:লি:, Address:নিজ, Classification:পুকুরগাড়া, Area:0.02000000 Acre,
L3	LR Plot No:- 1191/1308(Corresponding RS Plot No:- 1191/1308), LR Khatian No:- 534	Owner:পঞ্চপর্ব কমোডিল প্রা:লি:, Gurdian:প্রা:লি:, Address:নিজ, Classification:ডাঙ্গা,
L4	LR Plot No:- 1191/1314(Corresponding RS Plot No:- 1191/1314), LR Khatian No:- 689	Owner:মধুধন কমপ্লেক্স প্রা:লি:, Gurdian:প্রা:লি:, Address:নিজ, Classification:বাগান, Area:0.08000000 Acre,

**Endorsement For Deed Number : I - 190409402 / 2018**

**On 21-08-2018**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 15:34 hrs on 21-08-2018, at the Private residence by Shri Shanky Agarwal .

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 21-08-2018 by Mr SACHIN BAFNA, Director, Shivrashi Exports Private Limited (Private Limited Company), 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007; Director, Dhanshree Highrise Private Limited (Private Limited Company), 71, Biplabi Rash Behari Basu Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001; Director, Randata Commercial Private Limited (Private Limited Company), 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007; Director, Rashiamrit Vintrade Private Limited (Private Limited Company), 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007; Director, Panchparv Commodal Private Limited (Private Limited Company), 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007; Director, Madhudhan Complex Private Limited (Private Limited Company), 71, Biplabi Rash Behari Basu Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001; Director, Blueiland Promoters Private Limited (Private Limited Company), 71, Biplabi Rash Behari Basu Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001; Director, Nirmalmaya Projects Private Limited (Private Limited Company), 71, Biplabi Rash Behari Basu Road, 3rd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Shri Susanta Rajbanshi, , Son of Shri Suresh Rajbanshi, Ichapur Provash Pally, P.O: Ichapur Nawabganj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, by caste Hindu, by profession Others

Execution is admitted on 21-08-2018 by Mr SACHIN BAFNA, Partner, Oswal Towers LLP (LLP), 159, Rabindra Sarani, Onkar Mansion, 2nd Floor, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Shri Susanta Rajbanshi, , Son of Shri Suresh Rajbanshi, Ichapur Provash Pally, P.O: Ichapur Nawabganj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, by caste Hindu, by profession Others

Execution is admitted on 21-08-2018 by Shri Shanky Agarwal, Authorized Signatory, Tata Capital Housing Finance Limited (Public Limited Company), 2C And 2D , Park PLaza , 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016

Indetified by Shri Susanta Rajbanshi, , Son of Shri Suresh Rajbanshi, Ichapur Provash Pally, P.O: Ichapur Nawabganj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 743144, by caste Hindu, by profession Others



**Asit Kumar Joarder**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - IV KOLKATA**

**Kolkata, West Bengal**

Major Information of the Deed :- I-1904-09402/2018-23/08/2018

On 23-08-2018

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 40 (b) of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 55,098/- ( A(1) = Rs 55,000/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 55,098/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/08/2018 2:56PM with Govt. Ref. No: 192018190277425171 on 21-08-2018, Amount Rs: 55,098/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG8579775 on 21-08-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,00,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 63945, Amount: Rs.50/-, Date of Purchase: 21/08/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/08/2018 2:56PM with Govt. Ref. No: 192018190277425171 on 21-08-2018, Amount Rs: 1,00,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKG8579775 on 21-08-2018, Head of Account 0030-02-103-003-02



**Asit Kumar Joarder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Major Information of the Deed :- I-1904-09402/2018-23/08/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 190409402 for the year 2018.



Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2018.09.07 16:05:20 +05:30  
Reason: Digital Signing of Deed.

*AK*

(Asit Kumar Joarder) 07-09-2018 16:05:09  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)