

12874/2024

12665/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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Additional Registrar of Assurances-IV, Kolkata

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

Additional Registrar of Assurances-IV, Kolkata

29 AUG 2024

**INDENTURE OF MORTGAGE (WITHOUT POSSESSION)**

THIS INDENTURE is made at Kolkata on this 29<sup>th</sup> of August 2024 (the "Indenture")

BY:

121766

**SUPRIYO BASU LLP**  
Temple Chambers  
Room No. 48, Ground Floor  
6, Old Post Office Street,  
Kolkata-700001

No.....Sold  
Address.....  
Rs.....  
Date.....

22 AUG 2024

**SIPRA DEY**

Licence No. 18A

Cod. 1070

1 N. S. Road, Kolkata-700 001

22 AUG 2024



**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**  
29 AUG 2024



Government of West Bengal

Office of the A.R.A. - IV KOLKATA, District: Kolkata

W.B. FORM NO. 1504

Query No / Year	19042002291718/2024	Serial No/Year	1904012874/2024
Transaction id	0002312068	Date of Receipt	29/08/2024 5:24PM
Deed No / Year	I - 190412665 / 2024		
Presentant Name	Mr Tuhin Mondal		
Mortgagor	Smt Sarla Tantia, Smt Anita Tantia, Smt Laxmi Tantia, Shri Harshvardhan Tantia, Tamopaha Bulcon LLP		
Mortgagee	Bajaj Housing Finance Limited		
Transaction	[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 15,00,00,000/-	Loan Amount	Rs. 15,00,00,000/-
Stamp Duty Paid	Rs. 10/-	Stamp Duty Articles	40(b)
Registration Fees Paid	Rs. 84/-	Fees Articles	A(1), E, I, M(a), M(b)
Standard User Charge	471/-	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 Dey	121766	22/08/2024	10/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	84/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	471/-
Requisition Form Fee	50/-

**\*Total Amount Received by Cash Rs. 605/-**

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(Mohul Mukhopadhyay)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal

# राष्ट्रीय आवास बैंक NATIONAL HOUSING BANK

(भारतीय रिज़र्व बैंक के संपूर्ण स्वामित्व में) - Wholly owned by the Reserve Bank of India



## पंजीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION

यह प्रमाणपत्र केवल उद्देश्य के लिए जारी किया गया है कि यह संस्था  
PUBLIC VALIDITY FOR ACCEPTANCE OF PUBLIC DEPOSIT ONLY

सं. / No. 09.0127.15

राष्ट्रीय आवास बैंक अधिनियम की धारा 29A के तहत  
भारतीय रिज़र्व बैंक को प्रस्ताव स्वीकारने का अधिकार प्राप्त है।

### बजाज हाउसिंग फाइनेंस लिमिटेड

को दूसरी तरफ उद्धृत शर्तों पर  
राष्ट्रीय आवास बैंक अधिनियम की धारा 29A के तहत  
आवास फाइनेंस संस्थान का स्थापन करने के लिए शर्तों के तहत  
यह पंजीकरण प्रमाण पत्र प्रस्तुत किया जा रहा है।  
In exercise of the powers conferred on the National Housing Bank by  
Section 29A of The National Housing Bank Act, 1987

### Bajaj Housing Finance Limited

I hereby granted Certificate of Registration  
to commence / carry on the business of a housing finance institution  
subject to the conditions given on the reverse

दिए गए शर्तों के अधीन  
को हेतुओं के अधीन नई दिल्ली में आज बस दो हजार पंद्रह  
के दिनांक 24 से 2015 में पंजीकरण किया जा रहा है।  
Given under my hand at New Delhi this twenty fourth day of the month of  
September in the year two thousand fifteen



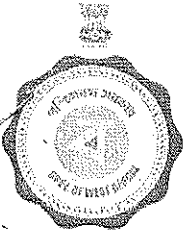
*Tukun Mondel*



राष्ट्रीय  
आवास बैंक  
NATIONAL  
HOUSING BANK

पंजीकृत हस्ताक्षर  
Authorised Signatory  
Dr. Ashwani / Dr. Sanjeev Sharma  
Executive Director





Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250182242098

GRN Details

GRN:	192024250182242098	Payment Mode:	SBI Epay
GRN Date:	28/08/2024 18:52:32	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	0611442893115	BRN Date:	28/08/2024 18:52:57
Gateway Ref ID:	0890791410	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	280820242018224208	Payment Init. Date:	28/08/2024 18:52:32
Payment Status:	Successful	Payment Ref. No:	2002291718/1/2024

[Query No\*/Query Year]

Depositor Details

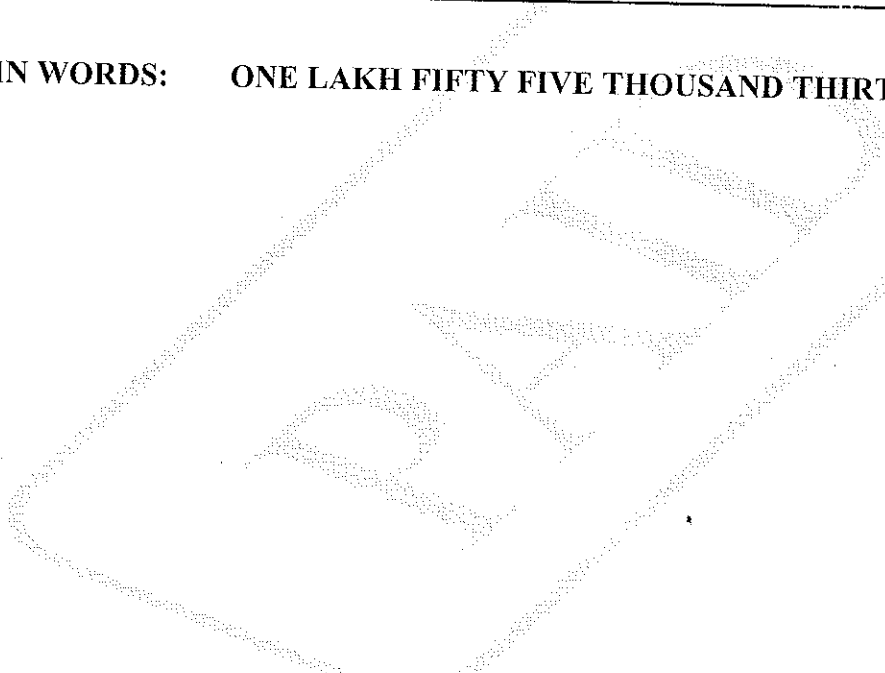
Depositor's Name:	Mr TAMOPAHA BUILCON LLP
Address:	1, Lu Shun Sarani, Todi Mansion, 9th Floor
Mobile:	9836130612
Period From (dd/mm/yyyy):	28/08/2024
Period To (dd/mm/yyyy):	28/08/2024
Payment Ref ID:	2002291718/1/2024
Dept Ref ID/DRN:	2002291718/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002291718/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2002291718/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	55014

Total 155034

IN WORDS: ONE LAKH FIFTY FIVE THOUSAND THIRTY FOUR ONLY.





29 AUG 2024



(1) **SMT. SARLA TANTIA** (PAN: ABQPT4265M/AADHAAR NO. 8012 6788 5833) wife of Shri Iswari Prasad Tantia, by faith Hindu, by nationality Indian, by occupation Business, (2) **SMT. ANITA TANTIA** (PAN: ABSPT8048G/AADHAAR NO. 5845 6524 5099), wife of Shri Rahul Tantia, by faith Hindu, by nationality Indian, by occupation Business, (3) **SMT. LAXMI TANTIA** (PAN: AFCPR0271H/AADHAAR NO. 6221 0983 2188), wife of Shri Siddhartha Tantia, by faith Hindu, by nationality Indian, by occupation Business, AND (4) **SHRI HARSHVARDHAN TANTIA** (PAN: ADDPT4176G/AADHAAR NO. 2609 0539 6828), son of Shri Iswari Prasad Tantia, by faith Hindu, by nationality Indian, by occupation Business, all residents of 96, Narkeldanga Main Road, Police Station Phoolbagan & Post Office Phoolbagan, Kolkata – 700 054, in the District of Kolkata, hereinafter referred to as "**MORTGAGORS/LANDOWNERS**" (which expression shall unless the context otherwise requires include their respective legal heirs, successors, administrators, legal representatives and permitted assignees) of the **FIRST PART**, being represented by their **Constituted Attorney, Sri Pradip Agarwala** (PAN: ACRPA9654P, Aadhar no. 6496716407547), DoB: 15<sup>th</sup> December, 1976, son of Late Jhabar Mall Agarwala, Mob:+91-9903900463) residing at Hari Abasan, Phase-I, Flat-1G, BG 32, Hanapara, Krishnapur, Rajarhat Gopalpur (m), North 24 Parganas, P.O.: Krishnapur, P.S.: Baguiati, PIN: 700102 appointed by virtue of a Power of Attorney dated 20th August, 2024 which was registered in the office of DSR-III, South 24-Parganas in Book No. I, Volume no. 1603-2024, Pages from 364060 to 364075 as Being no. 160314314 for the year 2024.

AND

**TAMOPAHA BUILCON LLP** (PAN: AAPFT7257F), DoI: 5<sup>th</sup> April, 2019, a **Limited Liability Partnership Firm**, having its principal place of business at 1, Lu Shun Sarani, 9<sup>th</sup> Floor, Police Station Hare Street, Post Office C.R.Avenue, Kolkata-700073, acting through its authorized signatory **Ms. Shalini Dubey** (PAN: BCXPD4443E/AADHAR NO. 3682 7971 8854) daughter of Dr. Awadhesh Kumar Dubey (Mob: 9836130612), by faith Hindu, by nationality Indian, by occupation service, working for gain at Tamopaha Buildcon LLP at 1, Lu Shun Sarani, 9th floor, Police Station Hare Street, Kolkata-700073, hereinafter referred to as "**BORROWER/DEVELOPER/CO-MORTGAGOR**" (which expression shall unless the context otherwise requires include its successors-in-interest, administrators and permitted assignees) of the **SECOND PART**:

**IN FAVOUR OF:**

**BAJAJ HOUSING FINANCE LIMITED**, (PAN: AADCB6018P), 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, Post Office: Akurdi, Police Station Akurdi, Pune --411035 and having its branch office at 'Express Tower', 3rd floor, 42A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata 700017, hereinafter referred to as the "**LENDER**" or the "**SECURED PARTY**" or the "**MORTGAGEE**" (which expression shall unless the context otherwise requires include its successors and permitted assignees), being represented by its authorised signatory, **MR. Tuhin Mondal** (PAN: BITPM0145C, Aadhar no. 6444 8256 5491), son of Late Karunamoy



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Mondal (Mob: 9007878030) Of the **THIRD PART.**

**WHEREAS:**

- (A) By virtue of four nos. registered Deed of Conveyances all dated 26.04.1994 and all registered in the office of Registrar of Assurances, Calcutta in Book no.I as Being no. 6362, 6365, 6366 & 6367 for the year 1994, one (1) Dr. Om Prakash Tantia, (2) Dwarika Prasad Tantia, (3) Smt. Vinita Tantia & (4) Smt. Sarla Tantia jointly purchased and acquired and became the owners with respect to ALL THAT piece and parcel of land measuring about 3 Bighas 19 Cottahs, i.e. 79 Cottahs, more or less, together with structure thereon, comprised in present municipal premises no. 96, Mualana Abul Kalm Azad Road (Sarani) (formerly Narkeldanga Main Road), Kolkata 700054, municipal ward no. 31 within the limits of the Kolkata Municipal Corporation under Police Station Phoolbagan in the district of South 24-Pargnas (hereinafter referred to as the '**Said Premises/Project Land**') in favour of (1) Dr. Om Prakash Tantia, (2) Dwarika Prasad Tantia, (3) Smt. Vinita Tantia & (4) Smt. Sarala Tantia, each having undivided 1/4th share.
- (B) The said (1) Dr. Om Prakash Tantia, (2) Dwarika Prasad Tantia, (3) Smt. Vinita Tantia & (4) Smt. Sarala Tantia created charge by way of equitable mortgage with respect to the said premises as a collateral security to a consortium of (i) Andhra Bank, (ii) Allahabad Bank and (iii) Oriental Bank of Commerce ('Said Mortgage').
- (C) Subsequently, by a Deed of gift dated 13th June, 2008, the said Dwarika Prasad Tantia gifted and transferred his undivided 1/4th share in the said premises in favour of Sri Anita Tantia ( the Owner no. 2 herein) the said deed was registered in the office of District Sub-Registrar-III, Alipore and recorded in Book no.I, CD Volume no. 13, Pages 2652 to 2664 as Being no. 06858 for the year 2010.
- (D) By a registered Deed of Gift dated 13.06.2008, said Dr. Om Tantia gifted and transferred his undivided 1/4th share in the said premises in favour of Smt. Laxmi Tantia (the land owner no. 3 herein) for the consideration of natural love and affection the said donor had for the said donee and the said deed was registered in the office of District Sub-Registrar-III, Alipore and recorded in its Book no.I, CD Volume no.13, Pages 2860 to 2872 as Being no. 06859 for the year 2010.
- (E) By a registered Deed of Gift dated 13.06.2008 registered in the office of DSR-III, Alipore, South 24-Parganas and recorded in its Book no.I, CD Volume no. 13, Pages 2718 to 2730 as Being no. 06860 for the year 2010, the said Smt. Vinita Tantia gifted her undivided 1/4th share in favour of Harish Tantia alias Harshvardhan Tantia ( the land owner 4 herein) for the consideration of natural love and affection the said donor had for the said donee.
- (F) By virtue of a letter dated 10.09.2008, Andhra Bank released the above mortgaged property of 96, Narkeldanga Main Raod now known as Moulana Abul Kalam Azad Sarani



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- (G) In the circumstances mentioned hereinabove, the said (1) Smt. Sarala Tantia, (2) Sri Anita Tantia, (3) Smt. Laxmi Tantia & (4) Harshvardhan Tantia alias Harsh Tantia (the Mortgagors/Landowners herein) became the owners of the said Premises who duly mutated their names in the records of the Kolkata Municipal Corporation and paid taxes thereon.
- (H) In due course of time, a registered Deed of Declaration dated 23.05.2014 has been executed by the said (1) Smt. Sarala Tantia, (2) Sri Anita Tantia, (3) Smt. Laxmi Tantia & (4) Harshvardhan Tantia alias Harsh Tantia with respect to the said premises and the said declaration was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book no.I, CD Volume no.10, Pages 5593 to 5601 as Being no. 04798 for the year 2014.
- (I) The said (1) Smt. Sarala Tantia, (2) Sri Anita Tantia, (3) Smt. Laxmi Tantia & (4) Harshvardhan Tantia alias Harsh Tantia (the Mortgagors/Landowners herein) decided to commercial exploitation of the said Premises by developing the said premises and entered into a Development Agreement dated 9th June, 2022 which was registered in the office of A.R.A.-I, Kolkata and incorporated in Book No. I, Volume No. 1901-2022, Pages 274158 to 274225, Being No. 190105220 for the year 2022 (hereinafter referred to as the 'Said Development Agreement') with M/s. Tamopaha Builcon LLP. (the Developer/Borrower/Co-mortgagor herein) whereby the Mortgagors herein exclusively authorized said Developer/Borrower to develop the said Premises/project land by constructing a multi-storied building complex named '**Visaaya**' as per the sanctioned building plan of the Kolkata Municipal Corporation, after demolishing the old structure on the terms and conditions contained therein and revenue sharing basis.
- (J) In due course of time, the said (1) Smt. Sarala Tantia, (2) Sri Anita Tantia, (3) Smt. Laxmi Tantia & (4) Harshvardhan Tantia alias Harsh Tantia (the Mortgagors/Landowners herein) executed a Deed of Declaration dated 8th September, 2022 with respect to the said premises and the said declaration was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book no.I, Volume no. 1901-2022, Pages from 439285 to 439298 as Being no. 109109972 for the year 2022.
- (K) Subsequently, a Supplementary Development Agreement dated 11.12.2023 was executed by and between the said Mortgagors/Land Owners and the Developer/Borrower herein whereby and whereunder they modified and finalised the terms and conditions of the said development agreement and the said supplementary development agreement was registered in the office of ARA-II, Kolkata and recorded in Book no.I, Volume no. 1902-2023, Pages from 636976 to 637004 as Being no. 190217859 for the year 2023.
- (L) In terms of the aforesaid development agreement and supplementary agreement, the land owners granted a registered Power of Attorney dated 12.03.2024 in favour of the Developer/Borrower firm represented by its partner, Sri Anant Nathany for doing various acts and things in contemplation



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of the said development agreement and the said power of attorney was registered in the office of ARA-I, Kolkata and recorded in tis Book no.I, Volume no. 1901-2024, Pages 115453 to 115479 as Being no. 190102865 for the year 2024.

- (M) Subsequently, the Mortgagors/Landowners executed a registered Deed of Boundary Declaration dated 25.04.2023 with respect to the said premises and the said deed was registered in the office of DSR-II, Alipore, South 24-Parganas in Book no.I, Volume no. 1602-2023, Pages 191136 to 191150 as Being no. 160205730 for the year 2023.
- (N) Pursuant to the Loan agreement dated 19<sup>th</sup> July 2024 entered into amongst *Inter alia* the Borrower/Developer/Co mortgagor and the Lender (the "**Facility Agreement**"), the Borrower/Developer 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. 15,00,00,000/- (Rupees Fifteen Crores Only)**.
- (O) 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 registered simple mortgage with respect to the **said Premises/Project Land and the building /structure constructed/to be constructed thereon** i.e. the Mortgaged Properties (defined below)
- (P) The Mortgagors, Developer and the Secured Party have agreed that the Security will be created in favour of the Secured Party/Mortgagee and that the Security to be created on the Mortgaged Properties shall be by way of a Registered Mortgage.

**NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY THE Landowners 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 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.



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**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 and the Current Assets.

**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"** 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.

**"Default"** shall have the meaning ascribed to 'Default' under the Loan agreement dated 19<sup>th</sup> July 2024

## 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 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 Landowners.
- (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/Mortgagee shall hold the Security Interest created by the Mortgagors and the Borrower in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Mortgagors and the Borrower 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 Borrower under the Finance Documents on or prior to the Final Settlement Date.



29 AUG 2024

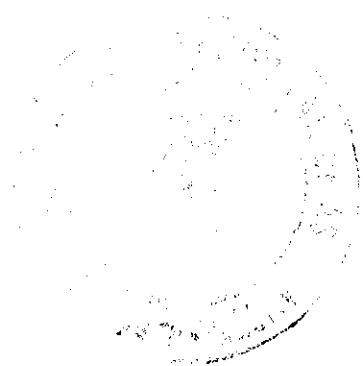
4. **COVENANT TO PAY**

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 Borrower 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, /Borrower doth hereby grant, assure, charge and mortgage **(without possession, i.e. the possession shall remain with the Mortgagors/s)** 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 Borrower set against their name in 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"**), **TO HAVE AND TO HOLD** by way of security all and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Borrower , in, to, under all assets of the Borrower relating to the Mortgaged Properties 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 Borrower to commence and conduct in the name of the respective Borrower , 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, Borrower and pertaining to Second Mortgaged Properties and all other claims of the Borrower 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, **TO HAVE AND TO HOLD** by way of security all and singular the Second Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.



DEPARTMENT OF AGRICULTURE  
OFFICE OF ASSISTANT SECRETARY FOR  
29 AUG 2024

- (iii) all the rights, interest, claims and benefit in the Escrow Account required to be created by the Borrower under any Transaction Documents, –Borrower's cash flows relating to the Mortgaged Properties, more particularly the Borrower's Receivables and Borrower's share of receivables 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 Borrower 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"**) TO HAVE AND TO HOLD by way of security all and singular the Third Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (iv) 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 Second 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;
- (v) by way of floating charge, all the current assets of the Developer/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



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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 Developer/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 Borrower 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 Borrower 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 Borrower or any other Person in respect of the Secured Liabilities.

8.3 **Cumulative Powers**

The powers conferred by this Indenture on the Secured Party/Mortgagee 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 Borrower 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 Borrower in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Borrower 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



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the Borrower 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 Borrower or any other claimant by the Secured Party.

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10. **EASEMENTS**

For the consideration aforesaid the Mortgagors/Borrower doth hereby 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 Borrower 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 Borrower, release unto the Mortgagors or as the Mortgagors 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. **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 Mortgagors 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 Mortgagors further confirms and warrants that:
  - (i) The Mortgagors is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;
  - (ii) The Mortgagors 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) The Mortgagors 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



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- by the other Security Documents;
- (v) 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 Mortgagors/Borrower purports to grant charges and assignments pursuant hereto;
  - (vi) 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 Borrower in the Mortgaged Properties; and
  - (vii) 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.

### 13. COVENANTS AND PERMITTED USE

- (a) The Mortgagors/Borrower 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 Mortgagors/Borrower 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 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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



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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 Borrower 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 Mortgagors/Borrower 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/Borrower in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagors/Borrower 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 Mortgagors/Borrower 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/Borrower and would affect the security created hereunder.

(iv) Maintenance of assets

The Mortgagors/Borrower 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 Mortgagors/Borrower 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 Mortgagors/Borrower calling upon the Landowners to repair or replace the same. Upon the Mortgagors/Borrower 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



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repair or replace the same or any part hereof at the expense of the Landowners.

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 Mortgagors/Borrower

Ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute property of the Landowners and at the disposal of the Mortgagors/Borrower 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 Borrower 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 Borrower.

(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 Borrower 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 Rate**"), from the date of payment by the Secured Party until the date of repayment by the Borrower; 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.



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Faculty of Divinity  
University of Cambridge

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- (c) The Mortgagors/Borrower hereby confirms the provisions of Section 12 (*Representations and Warranties*) hereof and undertakes that during the subsistence of the Security created by the Mortgagors/Borrower in favour of the Secured Party, the Mortgagors/Borrower 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.

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15. **FAILURE TO PAY**

It is hereby agreed and declared that if the Borrower 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 Mortgagors/Borrower 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 Borrower 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 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,

and every failure on the part of the Borrower 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 Borrower:

- (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;



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- (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 Borrower under any or all of the contracts and arrangements in relation to the business of the Borrower forming part of the Mortgaged Properties;
- (f) enter into and upon and take possession of the Mortgaged Properties comprised in these presents and after the taking of such action the Mortgagors/Borrowers 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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 lawful for the Secured Party at any time without any further consent of the Borrower, 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



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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 Borrower; 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 Borrower 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



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misapplication thereof.

- (f) Upon any such sale/ assignment by the Secured Party, the monies shall be first utilized for the discharge of the Facility. Upon satisfaction of the discharge of the Facility, the surplus money received from the sale/Assignment of the Mortgaged Properties, if any shall be credited to the Landowners.

**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 Mortgagors/Borrower 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 Mortgagors/Borrower to retain possession of and the Landowners 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 Mortgagors/Borrower 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**

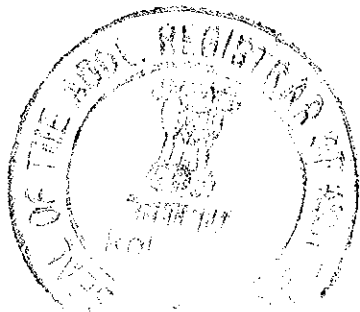
The Borrower shall not be liable to make any payment towards the Secured Liabilities from:

- (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.



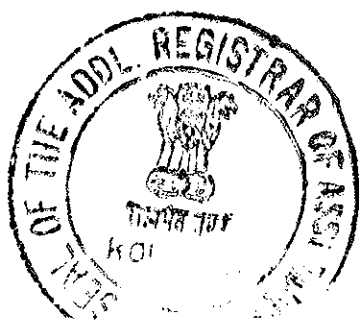
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**18.2 Status, Powers and Remuneration of Receiver**

- (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;
- (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 Borrower or otherwise as the receiver shall consider fit;
  - (ii) to manage or carry on or concur in carrying on the business of the Borrower (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 Borrower 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 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 Borrower or otherwise;
  - (vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings,



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- 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 Borrower 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 Borrower 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;
  - (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 Landowners;
  - (xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Landowners 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



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sums as the receiver may think fit and the Borrower 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/Mortgagee 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/Mortgagee 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 Borrower 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 Mortgagors/Borrower and the Mortgagors/Borrower 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 Mortgagors 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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



REGISTRAR GENERAL OF THE REPUBLIC OF KENYA  
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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 Borrower 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 Borrower 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 First Mortgaged Properties (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Mortgagors/Borrower and the Borrower 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 Borrower receives notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.



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22. **INDEMNITY**

The Secured Party/Mortgagee 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.

23. **SECURED PARTY AS BORROWER'S ATTORNEY**

23.1 **Appointment**

The Borrower hereby 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 Borrower to act and execute all deeds and things which the Borrower is authorized to execute and do under the covenants and provisions herein contained,
- (b) to generally to use the name of the Borrower 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 Borrower at the cost of the Borrower 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 Borrower at the cost of the Borrower 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 Borrower 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 Borrower fails to comply with the instructions of the Secured Party under this Indenture.

23.2 **Ratification**

The Borrower 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



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OFFICE OF THE  
DIRECTOR  
29 AUG 2024

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 Mortgagors/Borrower, if any discharge or payment in respect of the Secured Liabilities by the Mortgagors/Borrower 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.

**26.2 Amendment**

The Mortgagors/Borrower and the Secured Party/Mortgagee 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:

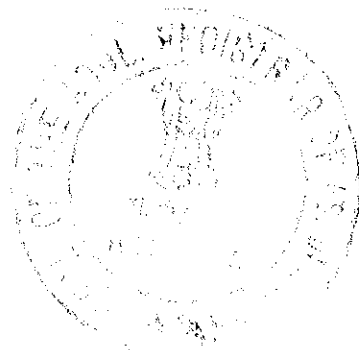
- (a) Shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled; and
- (b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled, or any collateral or other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



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МІНІСТЕРЛІГІ

29 AUG 2024

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 Borrower in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Borrower 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 Mortgagors/Borrower under these presents are consistent with the rights and obligations of the Borrower 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**

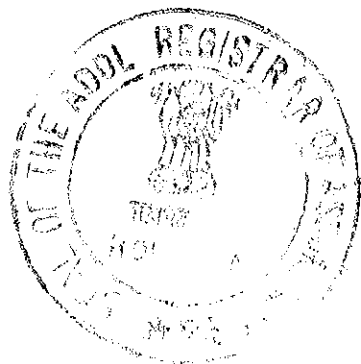
The Secured Party/Mortgagee reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or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

**29.2 Waiver of Objection**

The Mortgagors/Borrower 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 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 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



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whether concurrently or not and the Mortgagors/Borrowers submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Mortgagors/Borrower 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 Mortgagors/Borrower 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 Mortgagors/Borrower 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 Mortgagors/Borrower hereby agrees not to claim and hereby waives such immunity.

30. The Mortgagors hereby agree that irrespective of what is mentioned in the Development Agreement or any other documents executed between them and the Borrower, they shall not be entitled to take over the construction of the Project, till the repayment of the Facility availed by the Borrower/ Developer. However, it is also clarified and agreed between the Parties that, in the event of the Mortgagors wanting to take over the construction of the Project, they shall be permitted to do so by the Lender provided they repay the entire Facility along with interest and other charges payable to the Lender.

31. Notwithstanding anything contained in contrary to this indenture, it is specifically agreed by and between the parties herein that the liability of the Mortgagors shall be limited to the extent of the Mortgaged Properties and the Mortgagors shall neither be personally liable nor any other properties of the Mortgagors shall be subject matter of charge/mortgage for the mortgage debt secured by these presents in case of any shortfall in the recovery of the loan facility by the Lender. In case of default, the Borrower in consultation with the Mortgagor retains the right to attach and dispose off the Mortgaged Properties for the recovery of dues without impacting the Mortgagors' share of revenue, which will be handed over to the Mortgagors, in case of any sale of the unsold units in the Mortgaged Properties by the Lender. However, the liability of the Borrower shall not be limited to the value of the Mortgaged Properties, and it will be personally liable and the properties belonging to the Borrower shall be liable in case there is any shortfall in the value of recovery in case of default.



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**SCHEDULE 1**  
**MORTGAGED PROPERTIES**

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

All that land and parcel of land at project "The Visaaya" 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** land measuring about **3 bigha and 19 cottahs i.e. 79 Cottahs**, be the same a little more or less, comprised in Municipal Premises No. 96 Maulana Abul Kalam Azad Road (Sarani) (formerly Narkeldanga Main Road), Police Station Phool Bagan, within the limits of Ward No. 031 of the Kolkata Municipal Corporation, Kolkata – 700 054, District South 24 Parganas, together with buildings/structures constructed /to be constructed admeasuring about 1,92,106 sq.ft. or any other structure to be constructed in future and the said premises is butted and bounded as under:

**On the North :** By Premises No. 95/4, Moulana Abul Kalam Azad Sarani

**On The East :** Partly by Premises No. 95, Moulana Abul Kalam Azad Sarani and Partly by Premises No. 96B, Moulana Abul Kalam Azad Sarani

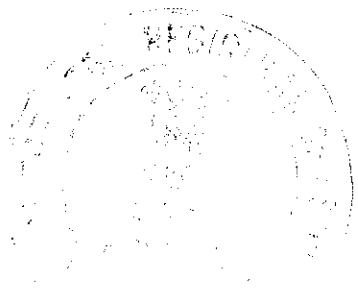
**On The South:** By 18.59 Meter wide Moulana Abul Kalam Azad Sarani

**On The West:** BY Shiv Krishna Daw Lane

and the aforesaid land is also delineated in the **Map/Plan** annexed with this deed and bordered in colour 'Red' thereon

**Details of Unsold Flats:**

<b>S. no.</b>	<b>Unit No.</b>	<b>Type</b>	<b>SBA (sq. ft.)</b>
1	10B	4BHK+4T	3,242
2	11B	4BHK+4T	3,169
3	12A	5BHK+6T	4,189
4	1415A	5BHK+6T	7,822
5	14C	4BHK+5T	3,700
6	6B	4BHK+4T	3,186
7	7A	5BHK+6T	4,173
8	9A	5BHK+6T	4,189



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9	9B	4BHK+4T	3,186
10	9C	4BHK+5T	3,704
11	11A	5BHK+6T	4,163
12	11C	4BHK+5T	3,700
13	12B	4BHK+4T	3,186
14	12C	4BHK+5T	3,704
15	13B	4BHK+4T	3,242
16	13C	4BHK+5T	3,705
17	14B	4BHK+4T	3,169
18	1516C	5BHK	6,729
19	15B	4BHK+4T	3,186
20	1617B	5BHK	6,278
21	16A	5BHK+6T	4,173
22	171819C	-	9,074
23	1A	5BHK+6T	4,173
24	2A	5BHK+6T	4,163
25	2B	4BHK+4T	3,169
26	3A	5BHK+6T	4,189
27	3B	4BHK+4T	3,186
28	3C	4BHK+5T	3,704
29	4A	5BHK+6T	4,173
30	4B	4BHK+4T	3,242
31	4C	4BHK+5T	3,705
32	5A	5BHK+6T	4,163
33	5B	4BHK+4T	3,169
34	5C	4BHK+5T	3,700
35	6A	5BHK+6T	4,189
36	6C	4BHK+5T	3,704
37	8A	5BHK+6T	4,163
38	8C	4BHK+5T	3,700
		<b>Total</b>	<b>155361</b>

- (b) Exclusive first charge by way of hypothecation over the receivables forming part of the developer' allocation arising out of the assets mentioned in Clause (a) herein above along with the following properties:

**Sold Unit-**

S. no	Unit No.	Type	SBA (sq. ft.)	Agreement Value (Rs.)	Amount Collected (Rs.)	Committed receivables (Rs.)
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REGISTRAR GENERAL  
REGISTRATION DEPARTMENT  
NAIROBI

29 AUG 2024

1	10A	5BHK+ 6T	4,173	3,04,11,000	1,01,000	3,03,10,000
2	10C	4BHK+ 5T	3,705	3,73,23,750	51,000	3,72,72,750
3	13A	5BHK+ 6T	4,173	3,66,70,500	75,000	3,65,95,500
4	17A	5BHK+ 6T	4,163	3,90,83,300	21,000	3,90,62,300
5	7B	4BHK+ 4T	3,242	2,62,11,800	90,000	2,61,21,800
6	7C	4BHK+ 5T	3,705	2,46,82,500	45,000	2,46,37,500
7	8B	4BHK+ 4T	3,169	2,43,67,500	11,000	2,43,56,500
		<b>Total</b>	<b>26,33 0</b>	<b>21,87,50,3 50</b>	<b>3,94,000</b>	<b>21,83,56,350</b>

**SCHEDULE 2**  
**INSURANCE CONTRACTS**

**SCHEDULE 3**  
**NOTICES TO PARTIES**

The address for service of notice to the LANDOWNERS/BORROWER shall be:  
**TAMOPAHA BUILCON LLP**

Address: 1, Lu Shun Sarani, 9<sup>th</sup> Floor, Police Station Hare Street, Post Office  
C.R.Avenue, Kolkata-700073.

Attn: Mr. Anant Nathany

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

**Bajaj Housing Finance Limited**

Address: 'Express Tower', 3rd floor, 42A, Shakespeare Sarani, P.O. Circus  
Avenue, P.S. Shakespeare Sarani, Kolkata 700017

Fax No.:

Attn: **Mr. Shanky Agarwal**

**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 LANDOWNERS/BORROWER.**



ADDITIONAL REGISTRAR  
OF COMPANIES, KOLKATA  
29 AUG 2024

**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, SEALED AND DELIVERED** by the withinnamed **MORTGAGORS/LAND OWNERS** in presence of :

1. Nityananda Sardar  
Chandkhali, Taldi,  
P.S. - Canning, Pin-743376,
2. Sneapan Halder  
6. old post office street  
Kolkata - 700001

*Pradip Aggarwal*

As the Constituted Attorney of  
Sarla Tania  
Anita Tania  
Laxmi Tania  
Harshvardhan Tania  
As Constituted Attorney of:  
SMT. SARLA TANTIA  
SMT. ANITA TANTIA  
SMT. LAXMI TANTIA  
SHRI HARSHVARDHAN TANTIA

**MORTGAGORS/LANDOWNERS**

**SIGNED, SEALED AND DELIVERED** by the withinnamed **"DEVELOPER /BORROWER/ CO-MORTGAGOR** in presence of :

1. Nityananda Sardar
2. Sneapan Halder

**Tamopaha Bulcon LLP**

*Shashi Dubey*  
Authorised Signatory

**DEVELOPER / BORROWER/CO-MORTGAGOR**

**SIGNED, SEALED AND DELIVERED** by the Within named **"LENDER/ MORTGAGEE** in presence of :

1. Nityananda Sardar
2. Sneapan Halder



**LENDER/ MORTGAGEE**

Prepared in our office

Advocate

*Ayusman Dey*  
Ayusman Dey  
Advocate

Identified

*Nityananda Sardar*  
Nityananda Sardar  
son of Jaydeb Sardar  
Chandkhali, Taldi  
P.S. Canning,  
District South 24-Parganas  
PIN: 743376

High Court, Calcutta  
Enrolment No. WB/7105/2012



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
29 AUG 2024



SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants

*Pradip Agaswala*



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

*Shalini Dubey*



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

*TUHIK MONDAN*



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
29 AUG 2024

Premises No. 96, Maulana Abul Kalam Azad Road (Sarani) (formerly Narkeldanga Main Road), Police Station Phool Bagan, Ward No. 031, Kolkata Municipal Corporation, Kolkata - 700054, District South 24 Parganas

LAND AREA WITHIN RED BOUNDARY - 3 BIGHA 19 COTTAHS MORE OR LESS.

GIFTED LAND AREA- 21.40 SQM.

CORNER SPLAY - 2.87 SQM.  
(TO BE SPLAYED)

PRE. NO. 95/4, M.A.K.A.SARANI  
(G+IV)

PRE. NO. 95/4,  
M.A.K.A.SARANI  
(III)

PRE. NO. 94/1,  
M.A.K.A.SARANI  
(III)

(III) STD.  
38/3A, SHIV DAS KRISHNA  
DAW LANE

SHED  
39, SHIV DAS KRISHNA  
DAW LANE  
A S B - I

RTS - I  
SHED  
39B, SHIV DAS  
KRISHNA DAW LANE

COMMON PASSAGE

EXISTING  
WATER BODY

6.0 M WIDE DRIVEWAY

6.0 M WIDE DRIVEWAY

6.0 M WIDE DRIVEWAY

6.0 M WIDE DRIVEWAY

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6.0 M WIDE DRIVEWAY

PREMISES NO. 95, M.A.K.A.SARANI (EUSTEE)

T. Pradyumn Das



*Pradyumn Das*  
As the Constituted Attorney of  
Sarla Tantia  
Anita Tantia  
Laxmi Tantia  
Harshvardhan Tantia

(II) STD.  
50, SHIV DAS KRISHNA  
DAW LANE

SHED  
97, NARKELDANGA MAIN ROAD

SHIV DAS KRISHNA  
DAW LANE

KHUDIRAM MUNICIPAL  
MARKET

PREMISES NO.96, M.A.K.A.SARANI PORTION

30 M. WIDE K.M.C  
PROPOSED ALIGNMENT

10.692 M. WIDE MOULANA ABUL KALAM AZAD SARANI  
(FORMERLY KNOWN AS NARKELDANGA MAIN ROAD)

PETROL PUMP  
54, NARKELDANGA MAIN ROAD

(I) STD.  
73C,  
NARKELDANGA  
MAIN RD.

(I) STD.  
73B/1A,  
NARKELDANGA  
MAIN RD.

(U/C)

(I) STD.  
73V,  
NARKELDANGA  
MAIN ROAD

(II) STD.  
73S/1A,  
NARKELDANGA  
MAIN ROAD

**Tamopaha Builcon LLP**  
*Shalini Dubey*  
Authorised Signatory

PRF NO 96 B, M.A.K.A.SARANI  
(G+XI)

SITE PLAN  
SCALE - 1:600





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
29 AUG 2024

### Major Information of the Deed

Deed No :	I-1904-12665/2024	Date of Registration	29/08/2024
Query No / Year	1904-2002291718/2024	Office where deed is registered	
Query Date	28/08/2024 11:49:45 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIATES 6, Old Post Office Street,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903635387, Status :Solicitor firm		
Transaction	Additional Transaction		
[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 15,00,00,000/-	Rs. 46,20,46,989/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,00,030/- (Article:40(b))	Rs. 55,098/- (Article:A(1), E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Phool Bagan, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Moulana Abul Kalam Azad Sarani, Road Zone : (Phool Bagan More (W-31) – E. M. Bye Pass (W-31)) , , Premises No: 96, , Ward, No: 031 Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Bigha 19 Katha	14,00,00,000/-	39,00,07,239/-	Property is on Road
<b>Grand Total :</b>				<b>130.35Dec</b>	<b>1400,00,000 /-</b>	<b>3900,07,239 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land I 1	192106 Sq Ft.	1,00,00,000/	7,20,39,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 192106 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Up to Foundation					
<b>Total :</b>		<b>192106 sq ft</b>	<b>100,00,000 /-</b>	<b>720,39,750 /-</b>	

#### Mortgagor Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Smt Sarla Tantia</b> Wife of Shri Iswari Prasad Tantia 96, Narkeldanaga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.:: ahxxxxxx5m, Aadhaar No: 80xxxxxxx5833, Status :Individual, Executed by: Attorney, Executed by: Attorney



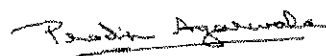


2	<b>Smt Anita Tantia</b> Wife of Shri Rahul Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: abxxxxx8g, Aadhaar No: 58xxxxxxxx5099, Status :Individual, Executed by: Attorney, Executed by: Attorney
3	<b>Smt Laxmi Tantia</b> Wife of Shri Siddhartha Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.:: afxxxxx1h, Aadhaar No: 62xxxxxxxx2188, Status :Individual, Executed by: Attorney, Executed by: Attorney
4	<b>Shri Harshvardhan Tantia</b> Son of Shri Iswari Prasad Tantia 96, Narkeldanga Main Road, City:- Not Specified, P.O:- Phoolbagan, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: adxxxxx6g, Aadhaar No: 26xxxxxxxx6828, Status :Individual, Executed by: Attorney, Executed by: Attorney
5	<b>Tamopaha Bulcon LLP</b> 1, Lu Shun Sarani, 9th Floor, City:- Kolkata, P.O:- C R Avenue, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073 Date of Incorporation:XX-XX-2XX9 , PAN No.:: aaxxxxxx7f, Aadhaar No Not Provided by UIDAI, Status :Organization as Developer, Executed by: Representative, Executed by: Representative

#### Mortgagee Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Bajaj Housing Finance Limited</b> Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX8 , PAN No.:: aaxxxxxx8p, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



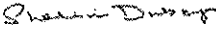


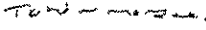
#### Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Shri Pradip Agarwala</b> Son of Late Jhabar Mall Agarwala Date of Execution - 29/08/2024, , Admitted by: Self, Date of Admission: 29/08/2024, Place of Admission of Execution: Office	 <small>Aug 29 2024 4:46PM</small>	 <small>LTI 29/08/2024</small>	 <small>29/08/2024</small>
	Hari Abasan, Phase-i, BG 32, Hanapara, Krishnapur, Flat No: 1G, City:- Not Specified, P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: acxxxxx4p, Aadhaar No: 64xxxxxxxx0754 Status : Attorney, Attorney of : Smt Sarla Tantia, Smt Anita Tantia, Smt Laxmi Tantia, Shri Harshvardhan Tantia			



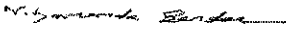




**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Ms Shalini Dubey</b> Daughter of Dr Awadhesh Kumar Dubey Date of Execution - 29/08/2024, , Admitted by: Self, Date of Admission: 29/08/2024, Place of Admission of Execution: Office		 Captured	
	Aug 29 2024 4:46PM	LTI 29/08/2024	29/08/2024	
	1, Lu Shun Sarani, 9th Floor, City:- Kolkata, P.O:- C R Avenue, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700037, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: bcxxxxxx3e, Aadhaar No: 36xxxxxxxx8854 Status : Representative, Representative of : Tamopaha Bulicon LLP			
2	<b>Name</b> <b>Mr Tuhin Mondal (Presentant )</b> Son of Late Karunamoy Mondal Date of Execution - 29/08/2024, , Admitted by: Self, Date of Admission: 29/08/2024, Place of Admission of Execution: Office		 Captured	
	Aug 29 2024 4:47PM	LTI 29/08/2024	29/08/2024	
	Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: bixxxxxx5c, Aadhaar No: 64xxxxxxxx5491 Status : Representative, Representative of : Bajaj Housing Finance Limited (as Authorized Signatory)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Nityananda Sardar</b> Son of Jaydeb Sardar Chandkhali, Taldi, City:- Not Specified, P.O:- Canning, P.S:-Canning, District:- South 24-Parganas, West Bengal, India, PIN:- 743376		 Captured	
	29/08/2024	29/08/2024	29/08/2024
Identifier Of Shri Pradip Agarwala, Ms Shalini Dubey, Mr Tuhin Mondal			



**Endorsement For Deed Number : I - 190412665 / 2024**

**On 29-08-2024**

**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.

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

Presented for registration at 14:32 hrs on 29-08-2024, at the Office of the A.R.A. - IV KOLKATA by Mr Tuhin Mondal

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

Execution is admitted on 29-08-2024 by Mr Tuhin Mondal, Authorized Signatory, Bajaj Housing Finance Limited (Public Limited Company), Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Nityananda Sardar, , Son of Jaydeb Sardar, Chandkhali, Taldi, P.O: Canning, Thana: Canning, , South 24-Parganas, WEST BENGAL, India, PIN - 743376, by caste Hindu, by profession Others

Execution is admitted on 29-08-2024 by Ms Shalini Dubey, Authorized Signatory, Tamopaha Bulcon LLP (Partnership Firm), 1, Lu Shun Sarani, 9th Floor, City:- Kolkata, P.O:- C R Avenue, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700073

Identified by Nityananda Sardar, , Son of Jaydeb Sardar, Chandkhali, Taldi, P.O: Canning, Thana: Canning, , South 24-Parganas, WEST BENGAL, India, PIN - 743376, by caste Hindu, by profession Others

**Executed by Attorney**

Execution by Shri Pradip Agarwala, , Son of Late Jhabar Mall Agarwala, Hari Abasan, Phase-i, BG 32, Hanapara, Krishnapur, Flat No: 1G, P.O: Krishnapur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by profession Business as constituted attorney for 1. Smt Sarla Tantia 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, 2. Smt Anita Tantia 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, 3. Smt Laxmi Tantia 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, 4. Shri Harshvardhan Tantia 96, Narkeldanga Main Road, P.O: Phoolbagan, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054 is admitted by him

Identified by Nityananda Sardar, , Son of Jaydeb Sardar, Chandkhali, Taldi, P.O: Canning, Thana: Canning, , South 24-Parganas, WEST BENGAL, India, PIN - 743376, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 55,098.00/- ( A(1) = Rs 55,000.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 55,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2024 6:52PM with Govt. Ref. No: 192024250182242098 on 28-08-2024, Amount Rs: 55,014/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0611442893115 on 28-08-2024, Head of Account 0030-03-104-001-16

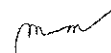
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,00,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 121766, Amount: Rs.10.00/-, Date of Purchase: 22/08/2024, Vendor name: S Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/08/2024 6:52PM with Govt. Ref. No: 192024250182242098 on 28-08-2024, Amount Rs: 1,00,020/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0611442893115 on 28-08-2024, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**





**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1904-2024, Page from 685918 to 685959**

**being No 190412665 for the year 2024.**



*mm*

Digitally signed by MOHUL MUKHOPADHYAY  
Date: 2024.09.05 14:04:08 +05:30  
Reason: Digital Signing of Deed.

**(Mohul Mukhopadhyay) 05/09/2024**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**West Bengal.**