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

Query No / Year	19022002733356/2023	Serial No/Year	1902019428/2023
Transaction id	0003147422	Date of Receipt	04/12/2023 3:58PM
Deed No / Year	I - 190216882 / 2023		
Presentant Name	Ms Rashmi Soham Dalvi		
Mortgagor	Nirvana Devcon LLP , Belani NPR Projects LLP		
Mortgagee	Kotak Mahindra Investments 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. 50,00,00,000/-	Loan Amount	Rs. 50,00,00,000/-
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	975/-	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	91624	16/10/2023	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		975/-
Requisition Form Fee		50/-

***Total Amount Received by Cash Rs. 1,109/-**

(Satyajit Biswas)

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II, KOLKATA
Kolkata, West Bengal

10428/2023

T-16882/23



1
11-30
04/12/23

पश्चिम बंगाल WEST BENGAL

2/2733356/23

28AB 556081

ADD. REGISTRAR OF
ASSURANCES-KOLKATA

Justified that the Document is admitted to
Registration in the State of West Bengal and the
endorsement numbers are the numbers of the Document

[Signature]
REGISTRAR
OF ASSURANCES

04 DEC 2023

**INDENTURE OF MORTGAGE
WITHOUT DELIVERY OF POSSESSION**

This **INDENTURE OF MORTGAGE** made and executed on the Date and Place as mentioned in **Item No. 1 of SCHEDULE 1** (hereinafter referred to as the "Indenture")

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP <i>[Signature]</i> (Authorised Partner) Name : Mr. Pradeep Kumar Pujalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP <i>[Signature]</i> (Authorised Partner) Name : Ms. Anura Sinha</p>
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Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240304141018

GRN Details

GRN:	192023240304141018	Payment Mode:	SBI Epay
GRN Date:	02/12/2023 17:25:41	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6458528747625	BRN Date:	02/12/2023 17:27:43
Gateway Ref ID:	CHO3764457	Method:	State Bank of India NB
GRIPS Payment ID:	021220232030414100	Payment Init. Date:	02/12/2023 17:25:41
Payment Status:	Successful	Payment Ref. No:	2002733356/6/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Supriyo Basu And Associates
Address:	6, Old Post Office street, Kolkata-1
Mobile:	9831016425
Period From (dd/mm/yyyy):	02/12/2023
Period To (dd/mm/yyyy):	02/12/2023
Payment Ref ID:	2002733356/6/2023
Dept Ref ID/DRN:	2002733356/6/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002733356/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2002733356/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	55014
			Total	155034

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

भारतीय रिज़र्व बैंक

गैर-बैंकिंग पर्यवेक्षण विभाग

मुंबई क्षेत्रीय कार्यालय

RESERVE BANK OF INDIA
DEPARTMENT OF NON-BANKING SUPERVISION
MUMBAI REGIONAL OFFICE



पंजीकरण प्रमाण पत्र

CERTIFICATE OF REGISTRATION

(जनता की जमा राशियां स्वीकार करने के लिए वैध नहीं)

(Not valid for accepting Public Deposits)

संख्या B-13.01356
No.

भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 45 झ क के द्वारा भारतीय रिज़र्व बैंक को प्रदत्त शक्तियों का प्रयोग करते हुए

कोटक महिन्द्रा इन्वेस्टमेंट्स लिमिटेड

को

(जनवरी 31, 2005 को "दृमको फायनान्सियल सर्विसेस लिमिटेड" से परिवर्तित)

दूसरी तरफ दी गयी शर्तों पर जनता से जमा राशियां स्वीकार किये बिना गैर-बैंकिंग वित्तीय संस्था का कारोबार प्रारंभ करने / करते रहने के लिए यह

पंजीकरण प्रमाण पत्र

जारी किया गया।

In exercise of the powers conferred on the Reserve Bank of India by Section 45 IA of the Reserve Bank of India Act, 1934

KOTAK MAHINDRA INVESTMENTS LIMITED

(Name changed from "HAMKO FINANCIAL SERVICES LIMITED" on January 31, 2005)

is hereby granted

Certificate of Registration

to commence / carry on the business of non-banking financial institution without accepting public deposits subject to the conditions given on the reverse.

मेरे हस्ताक्षर के अधीन सितम्बर दो हजार की अठ तारीख को जारी किया गया।

this eighth

Given under my hand at Mumbai
day of September Two Thousand

(P. C. SAHOO)

(महा प्रबंधक / उप महा प्रबंधक)

General Manager / Deputy General Manager



By

1] Nirvana Devcon LLP (having Registration number: AAE-9340 and PAN: AAMFN9689E), a limited liability partnership incorporated under the provisions of Limited Liability partnership Act, 2008, having its registered office at 8/1, Bikaner Building, Lal Bazar Street, Kolkata West Bengal 700001 represented by its designated partner, namely, **Mr. Pradeep Kumar Pugalia** (PAN: A1UUP4838M, Aadhar no. XXXX XXXX 9633) son of Mr Sumer Pugalia, hereinafter referred to as "**Borrower / Mortgagor1**" (which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor) of **FIRST PART**

AND

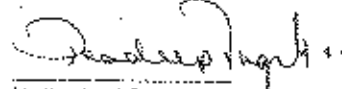
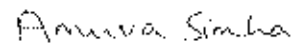
2] BELANI NPR PROEJECTS LLP (having Registration number: AAU-7038 and PAN: AAXFB0663K), a limited liability partnership incorporated under the provisions of Limited Liability partnership Act, 2008, having its registered office at 257/A, Deshpriya Sasmal Road, P.O. Tollygunge, P.S. Jadavpur, Kolkata- 700033 represented by its designated partner, namely, **Ms. Anuva Sinha** (PAN: BBUPA4756K, Aadhar no. XXXX XXXX0058), Daughter of Mr Birendra K Awasthi, hereinafter referred to as the **Developer/Mortgagor2** (which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor) of the **SECOND PART**

IN FAVOUR OF

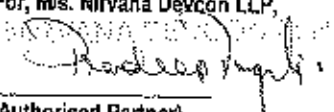
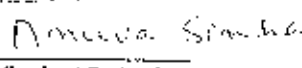
KOTAK MAHINDRA INVESTMENTS LIMITED (PAN: AAACH1075K), a Company incorporated under the provisions of the Companies Act 1956, and registered as a Non-Banking Financial Company with the Reserve Bank of India, and having its Registered Office at 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 and having branch office at the address as mentioned in **Item No.3 of SCHEDULE 1**, hereinafter referred to as the "**Lender**" or "**Mortgagee**", as the context may require (which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns) of the **THIRD PART** being represented by its authorised signatory, **Ms Rashmi Dalvi (PAN: AHGPC5601P, Aadhar no XXXX XXXX6156)**, Daughter of Mr Prakash Chavan

Mortgagor 1 and Mortgagor 2 are collectively referred to as "**Mortgagor/s**". The Mortgagor/s and the Mortgagee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:-

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROEJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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- A. By virtue of a **Deed of Lease dated 15th September, 2016** registered with the Additional Registrar of Assurances-I, Kolkata and recorded in Book no.I, Volume no. 1901-2016, Pages 228935 to 228969 as being no. **190106951 for the year 2016**, West Bengal Transport Corporation Limited (previously Calcutta Tramways Company (1978) Limited) demised by way of lease **ALL THAT** land measuring about 240.5 cottahs (equivalent to 240 cottahs and 8 chittacks more or less, and 16087 sq. mtrs. more or less and equivalent to **3.97 acres** more or less) lying and situate at **municipal Premises no.257/A**, DeshpranSasmal Road, with frontage on Deshpran Sasmal Road (being the demarcated and identified north-western portion of the larger property comprised in Premises no.257, DeshpranSasmal Road), Tollygunge, Kolkata -700 033 under P.S. Jadavpur under municipal Ward no.94 within the limits of Kolkata Municipal Corporation (the said Property) in favour of Nirvana Devcon LLP (the Mortgagor herein) for a period 99 years with an option of renewal of further period for the consideration and under the terms and conditions contained therein.
- B. The said Nirvana Devcon LLP (the Mortgagor herein) while seized and possessed of and/or otherwise well and sufficiently entitled to the leasehold interest in the said Property entered into a registered **Development Agreement dated 23rd December, 2020** which was registered in the office of Additional Registrar of Assurances-III, Kolkata and recorded in Book no.I as Being no. **190306955 for the year 2020** with Belani NPR Projects LLP (**Developer herein**) for commercial exploitation of the said Property by constructing a multi-storied building complex as per the sanctioned building plan/s of the concerned authority on the terms and conditions contained therein.
- C. The Borrower/Developer herein, as also detailed in **Item No. 4 of Schedule 1** herein, is engaged *inter-alia* in the business of construction and development of property.
- D. The Borrower as mentioned in **Item No. 4 of Schedule 1** herein in need of funds *inter-alia* for its business purpose and as described in the Transaction Documents (defined herebelow) and approached the Lender / Mortgagee for financial assistance, which is sanctioned/ already granted or to be granted by the Lender to the extent of the amount as described under **Item No. 5 of Schedule 1** herein, (hereinafter referred to as "**the Facility**"), on terms and conditions mentioned in the Sanction Letter issued by the Lender and accepted by the Borrower and attached herewith as **ANNEXURE-1**, Facility Agreement as detailed in **Item No. 6 of Schedule 1** herein, and such other documents executed or to be executed by the Borrower, Guarantor, Third Party Security Provider and the Lender ("**Transaction Documents**").

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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- E. As per the terms of the Facility, the Borrower's Due under the Facility Agreement and herein along with the principal sum together with all the accrued interest, default interest payable thereon (if any), additional interest payable thereon (if any) and all other payments payable to the Lender by the Borrower and Mortgagor/s in accordance with the terms of the Transaction Documents (hereinafter referred to as "Mortgage Debt") shall be secured, *inter-alia*, by way of unconditional mortgage by the Mortgagor/s in favour of the Mortgagee in respect of the properties more particularly described in **Schedule 2** hereto ("Mortgaged Property") including all income, benefits, accruals and Receivables therefrom (as defined hereinbelow). **M/s. Nirvana Devcon LLP** executed the Development Agreement dated **23rd December 2020** bearing registration number **190306955** for the year **2020** and Power of Attorney dated **23rd December 2020** bearing registration number **190306965** for the year **2020** in favour of **M/s. Belani NPR Projects LLP** ("Developer"). The said development agreement and power of attorney are valid and existing and the same are not terminated or cancelled. Developer is entitled to create the mortgage / charge over the Mortgaged Property under these presents. The rights of Mortgagee shall supersede the rights of Mortgagor/s at present or in future and the Mortgagee shall be entitled to deal with Mortgaged Property without any restrictions / objections in any manner whatsoever.
- F. The Mortgagee has now called upon the Mortgagor/s to execute these presents and to create security in favour of the Mortgagee, which the Mortgagors have agreed to do jointly and severally in accordance with the terms and on the conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

1. Definitions and Interpretation

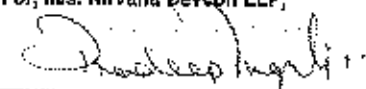
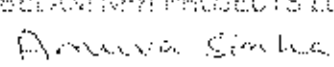
1.1 Definitions

In this Indenture, the capitalised terms listed below shall have the following meanings:-

"**Applicable Law**" shall mean any statute, regulation, notification, circular, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of an Authority, which has the force of law in India.

"**Authority**" shall mean any government authority consisting of its departments, agencies or instrumentalities, and shall also include any trade agency; regulatory authorities or boards; any judicial forums including courts, tribunals and arbitral tribunals and the governing body of any security exchange or other securities self-regulating body in India.

"**Authorisations**" shall mean all approvals, authorisations, concessions, consents, permits, licenses and all rights granted by, and all filings, registrations, stampings and agreements with, any Person (including any Authority) necessary for the business carried on by the Borrower and to create security under this present.

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Simha</p>
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"Clearances" mean any consent, license, approval, registration, permit or other authorisation of any nature which is required to be granted by any statutory or regulatory Authority (i) under the Transaction Documents, its obligations, including without limitation the making by it of the payments contemplated by the Transaction Documents, (ii) for the enforceability of any Transaction Documents and the making of any payments contemplated thereunder, (iii) for the construction, operation, and maintenance of the Mortgaged Property, and (iv) for all such other matters as may be necessary in connection with the Mortgaged Property or the performance of any person's obligations under any Transaction Documents.

"Cure Period" for the purpose of this present shall mean the Cure period as defined hereunder.

"Default Interest/Penal Interest" shall mean an interest rate as provided in the Sanction Letter issued by the Lender.

"Drawdown/Disbursement" shall mean, save as otherwise provided in the Facility Agreement, an advance of such sums of money already made or to be made by the Lender hereunder in accordance with the provisions of the Transaction Documents.

"Encumbrance" shall mean (a) a mortgage, charge, pledge, hypothecation, lien or other encumbrance on the Security for any purpose with any ranking of priority, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any Person; or (c) any other arrangement creating priority over liabilities hereunder, through any document or writing including but not limited to any agreement, agreement to sale, sale agreement, allotment letter, letter of allotment, memorandum of understanding, sale deed, conveyance deed, lease deed, license agreement, set off agreement, declarations, undertaking, instructions, indemnity, guarantee agreement or any document whatsoever or dispose off any interest (as defined herein).

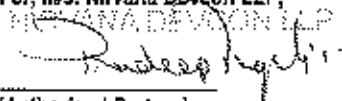
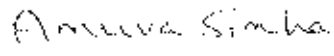
"Event of Default" shall mean each of the events as set out in **Clause 10 below** under the heading of *Events of Default*.

"Facility Drawdown Date" shall mean, in relation to a Drawdown under the Transaction Documents, the date set forth in the drawdown request, as required under the Transaction Documents, which shall be the date on which Drawdown of the Facility has occurred, in full or part.

"Financial Year" shall mean the period of 12 months commencing on 1st April of a particular year and ending on 31st March of the next year.

"Litigation" means any enforcement proceedings or a suit including declaratory suits, disputes, action, injunction, claims, litigation, arbitration or administrative, judicial, government, tax related, labour related or criminal proceedings before any judicial or quasi-judicial authorities.

"Material Adverse Change" shall mean any set of circumstances or events, which in the reasonable opinion of the Lender, has, or may be expected to have a Material

For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughia	For, M/s. Belani NRR Projects LLP BELANI NRR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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Adverse Effect upon the business of the Borrower/Promoters/Third Party Security Provider/Guarantors.

"Material Adverse Effect" shall mean any (a) event, occurrence, fact, condition, change, development or effect, pending or threatened litigation, investigation or proceeding, that is or may be materially adverse to the said security/mortgage property, business, operations, prospects, results of operations, condition (financial or otherwise and including any material increase in provisions), properties (including intangible properties), assets (including intangible assets) or liabilities of the Borrower/ Promoters/Third Party Security Provider/Guarantors, or (b) material impairment of the ability of the Borrower or to perform its obligations hereunder or under any Transactions Document or Security Documents or (c) material adverse effect on the legality, validity, binding nature or enforceability of any of the Transaction Documents or Security Documents

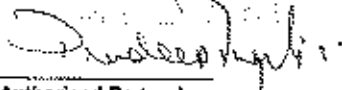
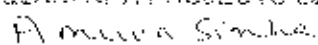
"NOC" shall mean a No Objection Certificate or permission granted by the Mortgagee in writing on its letter head, with respect to joint or several written or email or software request made by the Mortgagor or its attorney holder to sale, transfer, lease further mortgage, allot or agree to sale, transfer, lease, further mortgage or allot the Mortgaged Property in full or part, which the Mortgagee may grant with or without any condition and any such condition if any mentioned in the NOC shall be binding upon the Mortgagor/s and the person referred in such NOC.

"Outstandings" shall include, at any time, the Facility amounts then outstanding, the proportionate accrued interest, proportionate Default Interest payable thereon (if any), further interest, liquidated damages, commitment charges and all other payments and fees payable by the Borrower to the Lender in accordance with the terms of the Transaction Documents and all costs charges and expenses for creation, preservation and realization of the Security, including legal fees and all other monies, amounts whatsoever.

"Person" shall include any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Government Authority or trust or any other entity or organization;

"Potential Event of Default" shall mean any event which, in the opinion of the Borrower and/or the Mortgagor/s and/or Lender is reasonably likely to become (with the passage of time, the giving of notice, the making of any determination hereunder or any combination thereof) an Event of Default thereby adversely affecting the financial condition of the Borrower and/or the Mortgagor/s or the value of the security created hereunder and under the Security Documents or the ability of the Borrower and/or the Mortgagor/s to repay the Facility.

"Project" shall mean any construction existing or to be made as per plans approved by concerned authority on any land involved in Secured Assets/Mortgaged Property and which is in the nature of construction involving multiple units/flats/bungalows/houses/shops/offices/industrial gala/warehouses or of such nature.

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anvita Sinha
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"Purposes" shall mean the purposes for which the Facility shall be utilised by the Borrower, as is enumerated in Recitals hereinabove.

"Receiver" shall have the meaning given to it in **Clause 15** below.

"Receivables" shall mean and include in respect of and out of or in relation to the Mortgaged Property, all the right, title, interest, benefits, claims and demands whatsoever, at any time, in and to or in respect of all amounts owing/ payable to and/or received by or to be received from any person (including the purchaser/ lessee/ licensee of the flats/units/ apartments) and which are now due owing/ payable/ belonging to the Company or property owners or mortgagor/s which may at any time hereafter during the continuance of the mortgage become due, owing, payable or belonging to the Mortgagor/s in respect of all sold as well as unsold and/ or leased / licensed flats/ shops/ units/ apartments including without limitation all the proceeds and considerations due to the Mortgagor/s pursuant to the marketing of the flats/ units/ apartments in the and shall include the sale, consideration, deposits/ premium, lease rentals, business centre, charges, leave and license fees, rent, out standings and claims in respect thereof deposited in any escrow account pursuant to any terms of the Facility Agreements entered into or agreed to enter into by the Mortgagor/s including all the right, title interest, benefits, compensation, FSI/FAR/TDR and all benefits from the or out of or for the reason of the Mortgaged Property.

"Rs." or **"Rupees"** shall mean Indian rupees, the lawful currency of India.

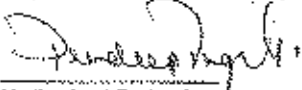
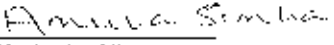
"Security" shall mean mortgage of Mortgaged Property by the Mortgagor/s in favour of the Lender.

"Security Cover" shall mean the valuation of the Mortgaged Property, created by the Borrower, the Mortgagor/s or any third person in favour of the Lender, to the satisfaction of the Lender, and as such specifically classified by the Lender as constituting 'Security Cover'.

"Security Documents" shall mean the deed of mortgage, the personal guarantee, the corporate guarantee, the deed of hypothecation, pledge agreement, indemnities, declarations, undertaking, letters, instructions, guarantee of any Indian and foreign bank or financial institution power of attorney and such other deeds, documents and writings that the Lenders may require for the creation and perfection of the Security in the manner contemplated by the Transaction Documents and any other documents designated as such by the Lender.

"Taxes" means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation), GST, Value Added tax, Service tax, any other tax which are applicable or may be applicable on any future date, corresponding to the facilities, loan, or any other charges in the nature of repayment, commission, interest (including overdue interest), commitment charges surcharge, penalty or fine in connection therewith which may be payable.

"Transaction Documents" include this deed together with all Schedules annexed hereto, all amendments, supplements to this deed, letters issued by the Lender to

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anvita Sinha
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the Borrower which are deemed to be Sanction Letter for the purposes of this deed, the applications by the Borrower to avail of the Facility, Facility Agreement, Security Documents and all other agreements, instruments, undertakings, indentures, deeds, indemnities, declarations, power of attorneys, writings and other documents (whether financing, security or otherwise), including but not limited to FIMMDA declaration, GR Forms, AWB/BL/LR, invoices etc. executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other person, in relation, or pertaining to the transactions contemplated by, or under this deed and / or the other transaction document, and each such Transaction Document as amended from time to time.

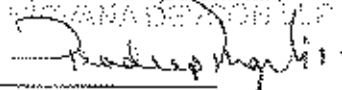
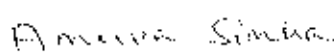
1.2 Interpretation

In this Indenture, unless the context otherwise requires:

- (i) the words importing singular shall include plural and vice versa and the words denoting natural persons shall where the context admits, include partnerships, firms, companies, corporations, associations, organisations or other entities (whether or not having a separate entity);
- (ii) the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this Indenture;
- (iii) the recitals, schedules and annexures contained herein shall form an integral part of this Indenture;
- (iv) the words "include" and "including" are to be construed without limitation;
- (v) reference to this Indenture or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, or supplemented;
- (vi) all references in this Indenture to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment;
- (vii) the provisions contained in the Schedules and Annexures hereunder written shall have effect in the manner as if they were specifically herein set forth;
- (viii) Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Facility Agreement.
- (ix) the obligations of the Mortgagor/s and/or Borrower shall be governed by the provisions contained in the Transaction Documents as modified or supplemented from time to time, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Transaction Documents and these presents, the provisions of this Indenture shall prevail to the extent of such inconsistency or repugnancy.
- (x) The reference of unit/plot/property/flats/shop/office shall be construed and interpreted in the context and suitable to the nature of Mortgaged Properties.

2. Covenant to pay

Pursuant to the Transaction Documents and in consideration of the Mortgagee agreeing to lend and advance or already lent and advanced in part or full the Facility, under the Facility Agreement to the Borrower, the Mortgagor/s hereby jointly and severally covenants and agrees with the Mortgagee that it shall comply and ensure to comply with the terms and conditions of the Transaction Documents and shall be

<p>For, M/s. Nirvana Devcon LLP.  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NPR Projects LLP.  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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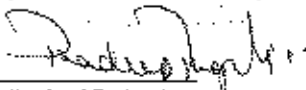
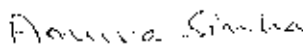
liable and repay, pay or reimburse the entire Mortgage Debt to the Mortgagee, in accordance with the Transaction Documents, and therefore upon the occurrence of an Event of Default, which is not cured within the Cure Period, if any, the recourse of the Mortgagee to the Mortgagor in respect of liability of the entire Mortgage Debt shall be of personal nature in addition to the value realized upon enforcement of mortgage over the Mortgaged Property.

3. Consideration

In consideration of the Mortgagee having agreed to extend and/or extended the Facility to the Borrower on the terms and conditions recorded in the Transaction Documents, the Mortgagor/s hereby covenants and agrees that it shall repay to the Mortgagee the Mortgage Debt in the manner provided in the Transaction Documents AND the Mortgagor/s hereby further covenants with the Mortgagee that in the event the Borrower fails to pay the Mortgage Debt on the respective due dates as set out in the Transaction Documents, then and in every such case it shall pay to the Mortgagee default / penal interest at the rate mentioned in the respective the Transaction Documents PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED THAT these provisions relating to default in payment of the Outstandings under the Facility and/or interest and clauses relating to default / penal interest rate shall not in any way be deemed to authorize the Mortgagor/s to allow any Outstandings under the Facility and/or interest to fall in arrears nor shall it in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing payment of the Mortgage Debt.

4. Grant / Transfer and Redemption

- 4.1 In consideration of the aforesaid, the Mortgagor/s do hereby grant, and assure by way of mortgage, unto the Mortgagee as first and exclusive mortgage and charge, **without possession (i.e. the possession shall remain with the mortgagor/s subject to enforcement under the Applicable Law)**, the Mortgaged Property and charge on Receivables, as security for repayment of the Mortgage Debt, with a condition that on the repayment of the Mortgage Debt, the Mortgagee will redeem the Mortgaged Property from the mortgage security and shall if so required by the Mortgagor/s, execute Deed of Release at the costs of the Mortgagor/s.
- 4.2 The Mortgagor/s hereby undertakes and confirms that the Mortgaged Property is not subject to any Encumbrance and that the security created in favour of the Mortgagee herein shall have charge of such ranking as mentioned in **Item No. 7 of Schedule 1** herein, in favour of the Mortgagee. The Mortgagor/s herein grants unconditional and irrevocable power and authority to the Mortgagee to deal, interact, repay and obtain discharge of any existing mortgage and security if any created by the Mortgagor/s as disclosed herein.
- 4.3 It is further agreed that in the event the Borrower is unable to repay the Mortgage Debt within the time specified in the Transaction Documents (including the Cure Period, where applicable), the Mortgagee will become entitled to have the Mortgaged

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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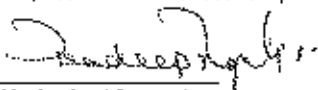
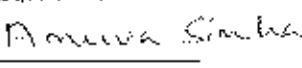
Property enforced, and to realise and receive the Mortgage Debt out of the net sale proceeds of the Mortgaged Property.

- 4.4 The Mortgagor/s hereby declares and confirms that in case multiple financial facilities are already granted or to be granted to the Borrower or Mortgagors jointly and severally by the Mortgagee, then unless specifically excluded in the sanction letter or other document issued by the Mortgagee for any specific facility, all the Mortgaged Property herein shall stand charged and mortgaged on exclusive pari-passu basis in favour of the Mortgagee herein with respect to all such facilities.
- 4.5 The Mortgagor/s hereby declares and confirms that in case any part or unit described in the Mortgaged Property, which is encumbered or already agreed to sale or already sold by the Mortgagor/s, which subsequent to this present become sole and absolute property of the Mortgagor/s for reason of removal of such encumbrance or cancellation of the sale transaction or for any reason whatsoever, at any time, such part or unit referred or not referred into the Mortgaged Property shall be automatically considered as charged and Mortgaged Property to secure the Mortgage Debt and the Mortgagor/s shall not transfer or alienate such part or unit of the Mortgaged Property, without prior NOC of the Mortgagee.
- 4.6 The Mortgagor/s hereby declares and confirms that in case the Mortgagee has granted any NOC to the Mortgagor/s, and at any time if it is found that the Mortgagor/s or the person referred into such permission or no objection certificate has not complied any such condition, the NOC granted by the Mortgagee shall be considered as void ab initio and the Mortgagor/s or the person referred therein, shall not be entitled to raise any objection, claim or compensation from or against the Mortgagee.
- 4.7 The Mortgagor/s also confirms and agrees that in case the NOC has been granted and the transaction permitted under the NOC is getting cancelled or terminated for any reason or the NOC exhausts by efflux of time, the property mentioned under such NOC shall automatically become part of the Mortgaged Property and the Mortgagor/s shall not be entitled to sale/transfer such part or unit without obtaining again NOC of the Mortgagee. Any amount already received or deposited into any account opened under the terms of the Facility, shall not be returned and the Mortgagor/s shall make arrangement from their own sources to refund/return any such amount to the person for whom earlier the NOC was granted by the Mortgagee.

5. Security

5.1 Continuing Security

The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect until all the Mortgage Debt have been fulfilled, 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 Mortgage Debt in accordance with the Transaction Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Mortgagee may now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anvita Sinha
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against the Mortgagor/s without first having recourse to any other rights of the Mortgagee.

The Mortgagor/s hereby agrees and confirms that this present is a valid and effective Indenture executed by Mortgagor/s alone and non-execution thereof by the Mortgagee shall not invalidate or repudiate this Indenture or any of its condition. The Mortgagor/s hereby further agrees and declares that the entire Mortgaged Property shall be released after repayment of all the Mortgage Debt in full and irrespective of any amount remained Outstanding or status of valuation of the Security provided, the Mortgagor/s shall not be entitled to demand or claim release of any Mortgaged Property at any time in full or part.

5.2 Margin

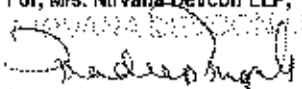
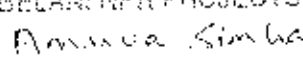
The Mortgagor/s shall maintain a minimum Security Cover as agreed in the Sanction Letter by way of mortgage on the Mortgaged Property during the entire tenure of the Facility ("**Security Cover**"). It is hereby agreed by the Mortgagor/s that the Mortgagee may take any steps to re-value the Mortgaged Property at any time during the tenor of the Facility, if it deems the same suitable. In case, the value of the Mortgaged Property falls below the Security Cover specified above at any time, the Mortgagor/s shall create security on additional assets to the satisfaction of the Mortgagee within **30 (thirty)** days from the date of notice in that regard from the Mortgagee, in order to maintain the Security Cover as specified above. The Mortgagor/s shall bear all costs incidental thereto, including but not limited to creation of additional / fresh security, conducting of title searches and valuation appraisal.

5.3 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, right of recourse or other right whatsoever (or the invalidity thereof) which the Mortgagee may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Mortgagor/s or any other Person in respect of the Mortgage Debt.

5.4 Cumulative Powers

The powers which this Indenture confers on the Mortgagee and any Receiver, appointed with prior intimation to the Borrower or the Mortgagor/s, hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Transaction Documents, and may be exercised as often as the Mortgagee or the Receiver thinks appropriate in accordance with these presents; the Mortgagee 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 Mortgagor/s acknowledge that the respective powers of the Mortgagee 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 Mortgagee or Receiver as relevant.

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anilva Simha</p>
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No failure or delay by the Mortgagee to exercise any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies therein provided are cumulative and do not exclude any other rights, powers and remedies provided by Applicable Law. If at any time any provision of this Indenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Indenture shall not be affected or impaired thereby.

5.5 Avoidance of Payments

If any amount paid by the Mortgagor/s in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Mortgagor/s or otherwise, 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 Mortgagor/s or any other claimant by the Mortgagee.


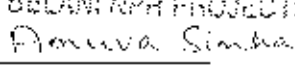
5.6 Further Acquisition

Any structures, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the Mortgaged Property hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Property and/or any part thereof and used or intended to be used in connection with the business of the Mortgagor/s whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagor/s or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor/s shall at its own costs forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Transaction Documents.

5.7 The mortgage created hereunder shall extend to and include all profits and accretions accruing to the Mortgaged Property.

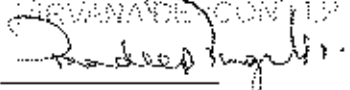
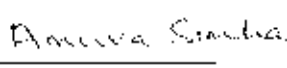
6. **Covenants not to deal with or dispose off the Mortgaged Property:**

6.1 Subject to the provisions of this **Clause**, the Mortgagor/s hereby covenants with the Mortgagee that so long as the Mortgage Debt or any part thereof remains unpaid, the Mortgagor shall not deal with or dispose off any interest in any of the Mortgaged Property or any part thereof, except with the prior NOC of the Mortgagee, and shall hold the same unto and to the use absolutely for the benefit of the Mortgagee and subject to the powers and provisions herein agreed and contained and concerning the same. For the purposes of this Clause and this Indenture "**dispose off any interest**" shall include (i) creation of any Encumbrance in respect of any of the Mortgaged Property ranking, in any priority or sequence with the security created

For, M/s. Nirvana Deycon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anaya Sinha Special Secretary
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herein, or (ii) selling through, transferring, agreeing to transfer or attempt to giving on leasehold basis or tenancy, licence or any occupancy, any of the units/ flats/ premises comprising the Mortgaged Property, through any document including but not limited to Agreement, Agreement to Sale, Sale Agreement, Allotment Letter, Letter of Allotment, Memorandum of Understanding, Sale Deed, Conveyance Deed, Lease Deed, License Agreement or any document whatsoever (iii) creating, permitting or diverting any income, accrual, cashflow, existing and future benefit and income out of and in relation to the Mortgaged Property and Receivables. The liability of the Mortgagor hereunder shall be joint and several and co-extensive with the liability of the Borrower(s) and the Mortgagee shall be entitled to act as if the Mortgagor(s) jointly and severally is/are the principal debtor to the Lender for all payments due hereunder as aforesaid. Without prejudice to the rights of the Mortgagee to enforce liability under this present, Mortgagee shall be entitled to proceed against the Mortgagor/s and Borrower(s) individually or collectively.

- 6.2 The Mortgagor/s may dispose off any interest or create Encumbrance relating to the Mortgaged Property or Receivables, only with the prior NOC of the Mortgagee wherein the Mortgagee shall be entitled to demand any income, receivables or compensation to be deposited in any specific bank account or escrow account to be used towards repayment of the Facility in any manner and proportion. It is further clarified that notwithstanding the provisions of **this Clause**, the Mortgagor/s shall at all times ensure that the Security Cover is maintained during the entire tenure of the Facility.
- 6.3 The Mortgagors further covenant and agrees that in respect of all the units agreed to built and sold and to be sold and the receivables of which are charged and mortgaged herein, for which the Mortgagors might have entered into any document with such unit purchasers, the Mortgagors shall ensure to inform all such buyers about creation of charge by the Mortgagor/s and shall make arrangement to or cause to deposit all the amounts payable in future by such unit purchasers into the bank account as may be directed by the mortgagee from time to time and the Mortgagors further agree and confirm that in case of default in repayment of Mortgage Debt in full or part and enforcement of the security created herein, the Mortgagee or its nominee shall assume and be entitled to do all activities and have all rights and obligation of the Mortgagors under such document executed by the Mortgagors with such unit purchasers and the Mortgagors confirms and declares that the Mortgagors have incorporated such covenant in the existing documents or shall ensure execution of such covenant with the unit purchasers to be executed after the date of this present.
- 6.4 The Mortgagor/s further agree and declare that once the Mortgagors have requested for NOC and the Mortgagee has granted such written permission or NOC, it will be considered that the Mortgagors have agreed and confirmed authority of the Mortgagee to directly deal and interact with the purchasers of such unit/property for which NOC has been granted and in case any such purchaser is approaching directly to the Mortgagee the Mortgagee shall be entitled to interact with such purchaser including to give final no charge certificate with respect to such units, accept balance money in full or part from the purchasers etc.
- 6.5 The Mortgagors agree and declare that all the raw materials available and used into construction of the Mortgaged Property or installed for running and operating the

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NRR Projects LLP, BELANI NRR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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Mortgaged Property, shall be absolute property mortgaged and charged to and in favour of the Mortgagee and any vendor or supplier of such raw materials shall not have any claim or rights over such raw materials used or proposed to be used in construction of the Mortgaged Property and the Mortgagors shall at all time keep such vendor and suppliers informed about this provision and shall not create any encumbrance on such raw materials or any part of the Mortgaged Property in favour of such vendor or suppliers.

7. Right of Redemption

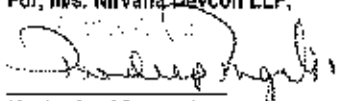
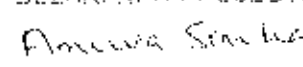
PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that, subject to the terms and conditions contained herein and in other Transaction Documents, if the Mortgagor/s shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagee the entirety of the said Mortgage Debt in the manner mentioned in the Facility Agreement and/or under these presents then and in such case, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagor/s, re-convey and retransfer the Mortgaged Property in favour of the Mortgagor/s and PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the Mortgagor/s shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagee the Mortgage Debt in the manner mentioned in the Facility Agreement and/or under these presents at the end of the tenor and/or provide any other security, retransfer the said Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be unto and to the use of the Mortgagor/s or as the Mortgagor/s shall direct and in the meantime and until default be made by the Mortgagor/s in payment of the said Mortgage Debt under the Facility Agreement and/or under these presents and the Mortgagor/s shall remain in the possession or receipt of the rents and profits of the said Mortgaged Property.

8. Representations and Warranties by the Mortgagor/s

The Mortgagor/s represents and warrants to the Mortgagee as follows and acknowledges that the Mortgagee has executed this Indenture in reliance of the following representations and warranties:-

- 8.1 The Borrower has made the representations and warranties set forth in the Facility Agreement, which are incorporated herein by reference and made a part of this Mortgage as if such representations and warranties were set forth in full herein.
- 8.2 The Mortgagor/s acknowledges and accepts that the Mortgagee has agreed to enter into this Mortgage on the basis of, and in full reliance on the representations and warranties made by the Borrower in the Facility Agreement and Mortgagor/s herein.
- 8.3 Status and Due Authorization

The Mortgagor/s is a company duly formed and registered under Companies Act, 1956 and it has the capacity and the authority to enter into this Indenture and to exercise its rights and perform its obligations herein under and to perform all corporate and other action required to authorize the execution of this Indenture and that the appropriate authorization for the performance of its obligations herein have

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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been duly taken and that neither the execution nor the delivery of this Indenture nor the performance of the Mortgagor's obligations herein conflict with or will conflict with any Applicable Law. In case the Mortgagor/s is signing / executing or registering these presents by virtue of any power of attorney, then it is declared and represented by the Mortgagor/s that the power of attorney is legally valid and existing and the same is not cancelled, revoked or terminated. It is further represented that the grantor of the power of attorney is alive and there is no disputes between or amongst the principal being the grantor and the constituted attorney. In case the power of attorney is given by Company, then it is represented and declared that the grantor company is existing under the provisions of law and there are no winding up proceedings initiated or pending against the grantor company. All the resolutions, power of attorney or authority letter in favour of Mortgagors is valid as on date and there is no reason to believe that the same may be amended, cancelled or revoked or become invalid at any time in future.

8.4 Validity and Admissibility in Evidence

All actions, conditions and things required to be done, fulfilled and performed in order to:-

- (i) enable the Mortgagor/s to lawfully enter into, exercise its rights and perform and comply with the obligations expressed to be undertaken by it in this Indenture;
- (ii) ensure that the obligations expressed to be undertaken by the Mortgagor/s in this Indenture are valid, enforceable and binding; and
- (iii) make the Indenture valid and admissible as evidence in India;

have been done, fulfilled and performed.

8.5 Binding Obligations


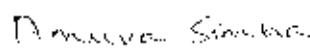
The obligations expressed to be assumed by the Mortgagor/s under this Indenture are legal and valid obligations binding on it in accordance with the terms thereof. This deed shall be considered as principal document among all the Transaction Documents and in case there is conflict with terms of other documents, terms of this deed shall prevail.

8.6 No Winding-up

The Mortgagor/s have not taken any corporate action nor have any other steps been taken or any legal proceedings been initiated or threatened against the Mortgagor/s, to the best of its knowledge, for its winding-up, dissolution, administration or re-organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer for any or all of its assets or revenues.

8.7 No Material Defaults

The Mortgagor/s is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets to an extent or in a manner which might cause a Material Adverse Change or lead to any Material Adverse Effect.

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Bejanj NPR Projects LLP, BELANJ NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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8.8 No Event of Default

No Event of Default has occurred and continuing, which has not been waived in writing by the Lender.

8.9 No Material Proceedings

No action or administrative proceeding before any court, tribunal or agency has been initiated or, to the best of its knowledge and belief, threatened, which might, if determined adversely, cause a Material Adverse Change and/or any Material Adverse Effect.

8.10 No Material Adverse Change

There has been no Material Adverse Change and/or any Material Adverse Effect in the business or financial condition of the Mortgagor/s for the period of 12 months prior to the date of execution of this Indenture.

8.11 Authorisations

All authorisations required for the Mortgagor/s to create the security contemplated herein are in full force and effect and the Mortgagor/s are in compliance with the material provisions thereof and, so far as it is aware, none of the aforementioned authorisations are the subject of any pending or threatened proceedings or revocation. A copy of necessary authority document is attached herewith as **ANNEXURE – 2** and provided to the Mortgagee separately.

8.12 Applicable Laws

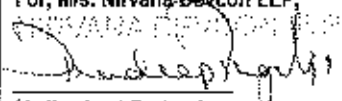
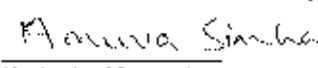
The execution, delivery and performance of this Indenture by the Mortgagor/s do not violate the terms of any Applicable Law or court order. The Mortgagor/s has not infringed any Applicable Law in the conduct of its business and has ensured that all compliances are made as per the provisions of the Applicable Law for the creation of the security hereunder.

8.13 Encumbrances

The Mortgaged Property is free from all Encumbrances, attachments, claims, clogs, hindrances, lispendens, minor claims, lease, court or other attachments, etc., and other charges of any nature whatsoever.

8.14 Rights in the said Property

The Mortgagor/s are the absolute owner of and entitled to all rights, title and interest in the Mortgaged Property and the Mortgaged Property is not in violation of The Benami Transactions (Prohibition) Act, 1988 or any such law. Mortgagors (amongst themselves or otherwise) shall not create any dispute or claim partition or raise objection on the ownership/interest over the Mortgaged Property during the term of this Deed which shall have impact on the mortgage / charge created herein. Rights

For, M/s. Nirvana Devcon LLP NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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of Mortgagee shall always supersede rights of Mortgagors or any of them in any manner whatsoever.

8.15 Litigations

There are no outstanding litigations against the Mortgagor/s and the Mortgaged Property, and the security created herein is not the subject of any litigation.

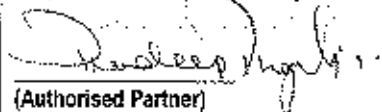
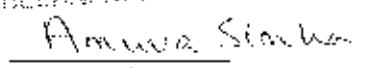
9. Mortgagors' Covenants

9.1 Authority to Mortgage

The Mortgagor/s do hereby covenant with the Mortgagee that the Mortgagor/s have good right, full power and absolute authority to grant, assign, transfer and assure all the rights held by it in respect to the Mortgaged Property hereby granted, assigned, and assured or expressed so to be or every part thereof unto and to the benefit of the Mortgagee in the manner aforesaid.

9.2 The Mortgagor/s hereby declares and confirms that it has perused all Transaction Documents and is aware of the terms and conditions on which the Facility has been granted. The Mortgagor/s further agree that the obligations of the Mortgagor/s to the Mortgagee under this Indenture shall not be discharged, released or impaired or otherwise affected by reason of any of the following events or circumstances:-

- (a) any time, forbearance or other indulgence given or agreed by the Mortgagee with the Mortgagor/s or the Borrower in respect of any of their respective obligations under this Indenture, the Facility and the Transaction Documents including the Security Documents or other related documents, as the case may be;
- (b) any invalidity, irregularity, unenforceability, imperfection or avoidance of any defect in any security (if any) granted by, or the obligations of the Borrower or any amendment to or variation thereof or of any other document or security comprised therein;
- (c) the genuineness, validity, regularity and enforceability of the Facility, the Facility Agreement or any of the Security Documents or any other agreement that the Borrower enters into with the Mortgagee or with any other person in connection with the Facility, from time to time;
- (d) any extension, renewal, re-scheduling, amendment, change, waiver or other modification of the Facility or Facility Agreement or the Security Documents or other related documents, as the case may be;
- (e) any dispute between the Borrower and the Mortgagee with respect to the Facility or Facility Agreement or the Security Documents or other related documents, as the case may be;
- (f) with respect to the Mortgagor/s, any dispute between the Mortgagee and the Mortgagor/s with respect to this Indenture;
- (g) the liquidation, bankruptcy or dissolution (or proceedings analogous thereto) of the Borrower or the Mortgagor/s or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer of any of the assets of the Borrower / Mortgagor/s, or the occurrence of any circumstances whatsoever affecting the Borrower's / Mortgagors' liability to

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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discharge its obligations with respect to the Facility and under the Facility Agreement or the Security Documents or other related documents, as the case may be;

- (h) any existence, non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to the Facility and under the Facility Agreement or the Security Documents;
- (i) any failure on the part of the Mortgagee (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to the Facility and under the Facility Agreement;
- (j) any legal limitation, disability or incapacity relating to the Mortgagor/s including the Borrower;
- (k) impossibility or illegality of performance on the part of the Borrower, of any of its obligations under or in connection with the Facility and under the Facility Agreement or the Security Documents or under any other related document;
- (l) any part payment of the Facility;
- (m) any other circumstance or occurrence, whether similar or dissimilar to any of the foregoing.

9.3 The obligations of the Mortgagor/s jointly or severally contained in this Indenture shall be in addition to and independent of any security (including any guarantee, hypothecation or mortgage) which the Mortgagee may at any time hold under or by virtue of the Facility Agreement or the Security Documents or otherwise in respect of the Facility.

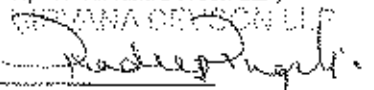
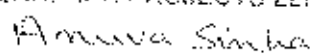
9.4 The Mortgagor/s hereby specifically declares and confirms that though the Mortgagor/s have already launched the construction of the Project on the land described in the Mortgaged Property and /or the Mortgagor/s may have sold or agreed to sale any part/unit out of the Mortgaged Property as fully listed in the Mortgaged Property, the Mortgagor/s have taken necessary undertaking and agreements from such purchasers that the Mortgagor/s are entitled to create and shall be creating mortgage or charge thereon including creation of mortgage or charge on entire Project and the entire land described in the Mortgaged Property.

9.5 Further Assurances

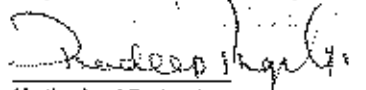
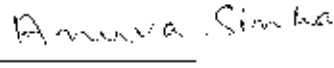
And further that, the Mortgagor/s and all other persons having or lawfully or equitably claiming any estate or interest in the rights of the Mortgaged Property or any part thereof shall and will from time to time and at all times hereafter upon the request of the Mortgagee during the continuance of the security of the Mortgagee and afterwards, execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the rights in the Mortgaged Property unto and to the use of the Mortgagee in manner aforesaid as shall or may be reasonably required by the Mortgagee

9.6 Declarations, Undertakings and Covenants by the Mortgagor/s

The Mortgagor/s hereby declare, undertake and covenant as follows:-

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalila</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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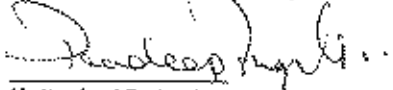
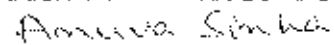
- (a) to pay to the Mortgagee, the said Mortgage Debt, in accordance with the terms and conditions of the Transaction Documents;
- (b) that in addition to the Mortgagee having a priority of claim in the manner provided herein over all other secured and unsecured creditors, wherever applicable, the Mortgagor/s in respect of the Mortgaged Property shall file a copy of this Indenture along with duly completed applicable form as prescribed under the Companies Act, 1956, relevant provisions of Companies Act, 2013 and the relevant rules thereunder, with the appropriate Registrar of Companies, along with the payment of the requisite filing fee within the prescribed period without payment of penalty and the Mortgagor/s shall deliver a copy thereof to the Mortgagee;
- (c) that for the purposes of recording the mortgage and charge of the Mortgagee created herein, the Mortgagor/s shall ensure recording the mortgage and charge of the Mortgagee with applicable revenue record authority and with all other applicable authorities immediately after execution of this present;
- (d) the Mortgagor/s agrees and confirms that it shall not modify the Memorandum and Article of Association/ its constitution documents in any manner which may directly or indirectly affect any rights of the Mortgagee, until repayment of the Mortgage Debt except with the prior written approval of the Mortgagee and on the terms and conditions as stipulated by the Mortgagee;
- (e) execute on demand such further documents, assignments and other writings as may be required by Mortgagee or by the law so as to effectively and absolutely vest the Mortgaged Property in the Mortgagee and so as to render them easily enforceable, realizable and transferable by Mortgagee at any time;
- (f) shall not create any charge or Encumbrance on the Mortgaged Property or any part thereof without the prior written consent of the Mortgagee. During the subsistence of the Facility and the Mortgage Debt, Mortgagor/s shall not without the prior written permission of the Lender alter or modify or extend the plans and permissions approved and granted by respective Corporation or Local Authorities, in respect of the Mortgaged Property.;
- (g) the Mortgagor/s shall from time to time and at all times during the continuance of Security keep the Mortgaged Property hereby granted, assigned, and assured or expressed so to be in a good and substantial state of repairs and shall pay all the rents, rates, taxes, assessments, dues and duties payable in respect of the Mortgaged Property immediately as soon as the same shall become due AND ALSO that if default shall be made in keeping the said Mortgaged Property in a good and substantial state of repairs or in payment of such rates, taxes, assessments, dues and duties as aforesaid it shall be lawful for the Mortgagee (without being bound to do so) to keep the Mortgaged Property in such repairs and to pay such rates, taxes, assessments, dues and duties as aforesaid together with interest thereon and until repaid by the Mortgagor/s, the same shall be a charge upon the Mortgaged Property hereby assured or expressed so to be in addition to the said Facility and interest thereon PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that

<p>For, M/s. Nirvana Devson LLP,</p>  <p>(Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, Belani NPR Projects LLP</p>  <p>(Authorised Partner) / Head Signatory Name : Ms. Anuva Sinha</p>
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in the event of any damage happening to the Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be by fire, tempest, earthquake, lightning, rain or otherwise howsoever at any time or times after the execution hereof so as in the opinion of the Mortgagee materially impair the security hereby created, the Mortgagor/s shall at its own costs and expenses repair and reconstruct the Mortgaged Property to secure its rights to the satisfaction of the Mortgagee. In case of enforcement, the Mortgagee shall be entitled to reconstruct, repair, renovate, extend, expand the Mortgaged Property in full or part.

- (h) The Mortgagor/s have been entering into agreement/writings with the already sold unit purchasers and shall enter into such agreement/writings with the existing unit purchasers and after NOC of the Mortgagee with purchasers of unsold units in the Project, with a clause to the effect that the Mortgagor/s are entitled to raise finance and create security on the properties and Receivables mortgaged and charged herewith from any lender/mortgagee and in case of default by the Mortgagor/s or Borrowers such lender/mortgagee shall be entitled to take over control of entire project and all such unit purchaser shall have to adhere and co-operate the requirements of such lender/mortgagee without jeopardising the availability of unit to such purchasers subject to the unit purchaser is making balance payment as agreed with the Mortgagor/s or Borrower or as provided in NOC, and such Lender/Mortgagee or any of its nominee shall have right to take all decision with respect to the Project including replacing the developer, builder or contractors thereof.
- (i) that for the purposes of recording the mortgage and charge of the Mortgagee created herein, the Mortgagor/s shall ensure recording the mortgage and charge of the Mortgagee with revenue record authority and with all other applicable authorities immediately after execution of this present and in case any of the Mortgaged Property is falling under jurisdiction of other sub-registrar of assurance, the Mortgagor/s shall be responsible to get this present recorded with such each of sub-registrar of assurance before requesting for any disbursement out of sanctioned amount.
- (j) "The Mortgagors shall ensure:
- (i) to disclose in the pamphlets, brochures etc., the charge of Lender over the Mortgaged Property/project and shall obtain the prior NOC / permission of Lender for the sale of flats/ property etc.
 - (ii) to append/publish the information relating to the mortgage/charge of Lender over the Mortgaged Property/project, while publishing an advertisement of the scheme in the newspapers, magazines etc.
 - (iii) All inflows related to the project will be routed through project escrow account to be opened with the bank suggested or opened by Lender.
 - (iv) to submit monthly statements/reports of Project Cost incurred, sales and all the material information.
 - (v) Periodic inspection of the project site by a team of the Lender/empanelled agency.

(k) NDMA Guidelines:

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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The Mortgagor/s shall obtain prior permission from the government /local governments, other statutory authorities for the project under construction/ to be constructed, wherever required. Further the Mortgagor/s shall ensure that the project/s is/are in line with provisions of The National Building Code and National Disaster Management Authority guidelines, such as general building requirements, fire safety requirements, stipulations regarding materials, structural design and construction (including safety), building and plumbing services, etc. Additionally Mortgagor/s shall ensure that the safety related codes and regulations as specified in NBC-2005 and as amended from time to time and various Indian standards are complied with and the designs of the proposed buildings and structures are multi-disaster-resilient."


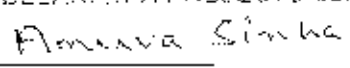
Mortgagor/s shall obtain prior permission from the government /local governments, other statutory authorities for the project/s, wherever required and that the project/s is/are in line with provisions of The National Building Code and National Disaster Management Authority guidelines, such as general building requirements, fire safety requirements, stipulations regarding materials, structural design and construction (including safety), building and plumbing services, etc. Additionally Mortgagor/s shall ensure that the Mortgagor/s duly complies, with the safety related codes and regulations as specified in NBC-2005 and as amended from time to time and various Indian standards and the designs of the proposed buildings and structures are multi-disaster-resilient."

(l) Additional covenants of Insolvency and Bankruptcy Code, 2016 :-

- a. Mortgagor/s shall not make or file any application or initiate any proceedings under the Insolvency and Bankruptcy Code, 2016, without first discharging, its obligations for which the security is provided for / the Indebtedness of the Borrower to the Mortgagee;
- b. Mortgagor/s shall notify the Mortgagee, within 24 (twenty four) hours from the date of either (i) receipt of any demand/notice from its creditor (financial or operational), which may lead to proceedings under Insolvency and Bankruptcy Code, 2016; or (ii) the occurrence of a default with a creditor (financial or operational).
- c. Mortgagor/s shall forthwith notify the Mortgagee if any person makes or files or initiates any application/proceedings under the Insolvency and Bankruptcy Code, 2016 against it";

(m) Covenants in respect of Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016):-


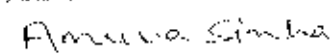
- (a) Mortgagor/s do hereby confirm, declare and covenant that the Mortgagor/s have complied with all the applicable provisions of Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) and the rules made thereunder ("**RERA**") and there is no actions pending or arisen against the Mortgagor/s or any of their officers, employees or any other person connected with Mortgagor/s.
- (b) Mortgagor/s further covenant that Mortgagor/s or any person connected with them shall comply with all the provisions of RERA in present or any future.

For, M/s. Nirvana Devent LLP, NIRVANA DEVENT LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughia	For, M/s. Belani NPR Projects LLP BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anurva Sinha
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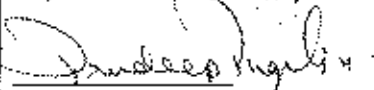
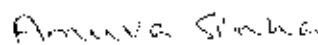
- (c) If the Mortgagor/s receive any notice, complaint or any other correspondence w.r.t. RERA from any authority, tribunal or any person filing any complaint then the same shall also be informed to the Mortgagee immediately with the copy thereof.
- (d) Mortgagee shall not be held responsible for any non-compliance of RERA by Mortgagor/s or any other person in any manner whatsoever. Mortgagor/s do hereby indemnify and keep indemnified Mortgagee if any claim, demand, objection or actions arising out of the Mortgaged Property.
- (e) Mortgagor/s have obtained all the necessary approvals for creation of mortgage or charge over the Mortgaged Property in favour of Mortgagee as mentioned in **Item No. 8 of Schedule 1**. If any approvals / permissions are required to be obtained in future then the same shall be obtained by Mortgagor/s at their own cost without any obligation on Mortgagee.
- (f) Charge and right created in favour of Mortgagee shall be exclusive to Mortgagee for Mortgaged Property and Mortgagor/s shall not be entitled to claim any benefit or immunity arising out of non-compliances in any manner whatsoever.

9.7 Additional Covenants from Mortgagor/s if the Mortgaged Property or any part thereof is acquired on Lease or Tenancy basis:

- (j) The Mortgagor/s shall not assign, transfer, alienate, lease, sub-lease, sublet, license, gift, will, let out or give on a business centre basis the Mortgaged Property in full or part or otherwise deal with or part with the possession of the Mortgaged Property in any manner whatsoever and the Mortgaged Property shall not be heritable by the Mortgagor/s and in any case whether the Mortgagor/s has made any will or not and/or through any instrument testamentary or non-testamentary and/or caused for the same, to the exclusion of other persons, successors, members of any association or Hindu Undivided Family, the Mortgagee shall have first right over the Mortgaged Property.
- (ii) The Mortgagor hereby undertakes and agrees that the Mortgagor has obtained all the requisite permissions from the relevant authorities and from the Lessor or Owner of the Mortgaged Property for creation of this mortgage/charge on the Mortgaged Property
- (iii) The Mortgagor hereby undertakes and agrees that in the event the Mortgagor/s have acquired the Mortgaged Property on lease/leave and licence basis, the Mortgagor/s shall ensure compliance of the obligation on part of the Mortgagor/s under the lease agreement/leave and licence agreement between the Mortgagor and such owner/lessor/licensor .
- (iv) The Mortgagor/shas paid and shall pay all due premium, rents and instalments payable to the Lessor or owner in regular manner and comply all the terms and conditions of the lease, license or other documents.
- (v) In case the Mortgagor/s receives any notice or information for eviction from the owner/Lessor of the Mortgaged Property, the Mortgagor/s shall immediately give written notice to the Mortgagee of the same.

<p>For, M/s. Nirvana Deycon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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- (vi) In case the Mortgagor/s receives any notice or information for adjustment of any security deposit in full or part, deposited by the Mortgagor/s with the owner/Lessor of the Mortgaged Property, from the owner/Lessor, the Mortgagor/s shall immediately give written notice to the Mortgagee.
- (vii) The Mortgagor/s shall not nominate any person or surrender his any lease or tenancy right, in full or part of the Mortgaged Property.
- (viii) The Mortgagor hereby agrees and confirms that there are no restrictive covenants/restrictions in the lease agreement/ leave and licence agreement entered into by the Mortgagor/s with any of the lessee for creating a mortgage/charge by the Mortgagor on the Mortgaged Property in favour of the Mortgagee
- (ix) The Mortgagor hereby agrees and confirms that they have intimated/informed and obtained requisite consent of the lessee/licensee, as required, for creation of the mortgage on the Mortgaged Property in favour of the Mortgagee
- (x) The Mortgagor hereby undertakes that they will not renew the lease or extend the tenure of the lease agreement/ leave and licence agreement, in relation to the Mortgaged Property, with the owner / lessee/licensee without prior written permission of the Mortgagee.
- (xi) The Mortgagor shall ensure timely deposit of the lease rental emanating out of the Mortgaged Property, in the bank account/escrow account as may be instructed by the Mortgagee.
- (xii) The Mortgagor shall not request owner to issue rent receipt in favour of any person whatsoever, in respect said without previous written permission of Mortgagee.
- (xiii) The Mortgagor/s will inform the Mortgagee immediately on becoming nominal member or actual member of any society/organization and submit necessary share certificate and letters to the Mortgagee if required and the Mortgagor/s will inform such Society/organization immediately.
- (xiv) The Mortgagee shall have a right to and is hereby authorised to interact with the lessee/licensee, to whom the Mortgaged Property is leased/given on leave and licence, as may be required by and at the discretion of the Mortgagee.
- (xv) The Mortgagee shall always have authority and power to deal and Lessor with respect to any matters relating to, at any time.
- (xvi) In case the Mortgaged Property or any part thereof or under lying land of any structure is acquired by the Mortgagor/s on lease basis, the Mortgagor/s has complied with and shall comply with all the terms and conditions thereof including payment of rent/premium regularly on due dates and shall not surrender any of its rights to the lessor for any reason whatsoever, without

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pughia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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prior permission of the Mortgagee and that at any time the Mortgagee shall be entitled and authorized to deal and interact with such lessor.

9.8 Further Covenants and permitted use

In addition, subject to the terms of Applicable Law, each of the Mortgagor/s hereby further covenants that:

(a) Enter possession etc.

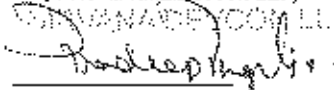
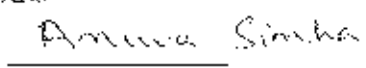
Upon the occurrence and during the continuance of an Event of Default (as defined in the Facility Agreement) unless cured within Cure Period, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of any or all of the Mortgaged Property and any future assets comprised in these presents and thenceforth the Mortgagor/s shall take no action inconsistent with or prejudicial to the right of the Mortgagee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor/s or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor/s well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and Encumbrances whatsoever.

(b) Further assurances

The Mortgagor/s 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 Property and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor/s or the other Person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Property and any future assets comprised in these presents unto and to the use of the Mortgagee on the terms of these presents as shall be requested in writing by the Mortgagee.

(c) Payment of all taxes, rates, etc.

The Mortgagor/s shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Transaction Documents, duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagor/s in respect of the Mortgaged Property or any part thereof or the carrying out by the Mortgagor/s or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Property from becoming charged with the payment of any such imposts, duties and Taxes payable by the Mortgagor/s and shall punctually discharge all claims and pay, except as expressly otherwise permitted by the Transaction

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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Documents, all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Mortgagor/s and would affect the security created hereunder.

(d) Maintenance of assets

The Mortgagor/s shall at all times and at their own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Property and all fixtures, (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein forming part of the Mortgaged Property 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 Mortgagee of any notice of defect or warrant of repair given pursuant to Sub-Clause (e) below, repair and make good the same to the satisfaction of the Mortgagee.

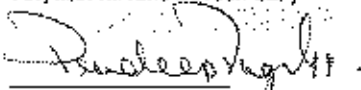
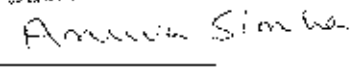
(e) Inspection, repairs, etc.

The Mortgagor/s shall at its own cost, permit the Mortgagee and its authorised representatives, servants and agents either alone or with workmen and others, upon prior notice, to carry out technical, legal or financial inspections, including, but without limitation, works, site, buildings and books of accounts from time to time and at all times to enter into and upon the Mortgaged Property and any future assets to inspect the same and if there shall be any want of repair thereof or if the Mortgagee in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Property, then the Mortgagee shall give notice thereof to the Mortgagor/s calling upon the Mortgagor/s to repair or replace the same. Upon the Mortgagors' failure to do so, it shall be lawful for but not obligatory upon the Mortgagee to repair or replace the same or any part hereof at the expense of such Mortgagor/s.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Mortgagee under these presents or the other Transaction Documents including the right to call for the whole of the Mortgage Debt as the case may be following the happening of an Event of Default.

(f) Insurance

The Mortgagor/s shall at its expense and in accordance with good industry practice and in accordance with the requirements of the Mortgagee and its insurance consultant, keep the Mortgaged Property in marketable and good condition and insure and keep insured the same in the name of the Mortgagor/s, wherever required. The Mortgagor/s shall assign in favour of the Mortgagee as loss payee such insurance policies taken out by the Mortgagor/s. The Mortgagor/s shall within 15 (fifteen) days of obtaining the insurance cover deliver to the Mortgagee the notarised certified true copies of policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Mortgagee

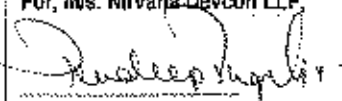
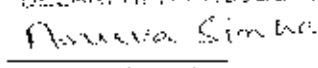
<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pughia</p>	<p>For, M/s. Belani NRR Projects LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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the renewal receipts / endorsements / renewed policies thereof and till such insurance policies / renewal receipts / endorsements are delivered to the Mortgagee, the same shall be held by the Mortgagor/s in trust for the Mortgagee. The Mortgagor/s shall maintain such insurance throughout the subsistence of the Mortgage and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default of the Mortgagor/s to do so the Mortgagee may (but shall not be bound to) keep in good condition and render marketable the Mortgaged Property and take out/renew such insurance. Any premium paid by the Mortgagee and any costs and expenses incurred by the Mortgagee shall forthwith on receipt of a notice of demand from the Mortgagee be reimbursed to the Mortgagee together with interest equivalent to 3% p.m. for such amount from the date of payment by such Mortgagee and until such reimbursement by the Mortgagor/s the same shall be a charge on the Mortgaged Property.

- (g) Until all amounts which may be or become payable by the Borrower under the Transaction Documents have been paid and discharged in full and the Mortgagee has (acting on the instructions of the Lenders) issued a no dues certificate to the Borrower unless the Mortgagee otherwise directs, the Mortgagor/s will not exercise any rights which they may have by reason of performance by them of their obligations under any document:-
- (i) to be indemnified by the Borrower;
 - (ii) to claim any contribution from the Borrower or other provider of security for the obligations of the Borrower; and/or
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Mortgagee under the Transaction Documents or of contribution or any other rights of a surety or enforce any security or other right or claim against the Borrower or any other person who has guaranteed or given any security in respect of any of the obligations of the Borrower under the Transaction Documents or claim in the insolvency or liquidation of the Borrower or of any other guarantee or security taken pursuant to, or in connection with the Transaction Documents.

9.9 The Mortgagor/s undertake and agree with the Mortgagee that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing, the Mortgagor/s shall, unless the Mortgagee otherwise agrees:-

- (a) 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 Mortgagee, and if the Mortgagor/s has not reimbursed the Mortgagee such amounts, within fourteen (14) days from any demand made by the Mortgagee, the Mortgagor/s shall pay to the Mortgagee the amount thereof with interest at the rate of 3% p.m. on such amount, from the date of payment by the Mortgagee until the date of repayment by the Mortgagor/s; and

<p>For, M/s. Nirvana Devcon LLP</p>  <p>(Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP</p>  <p>(Authorised Partner) Name : Ms. Anvita Sharma</p>
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- (b) to deliver to the Mortgagee original receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.
- (c) to deliver, hand over and submit with the Mortgagee all the title deeds / documents relating to the Mortgaged Property under acknowledgement. No documents of title of Mortgaged Properties are in possession of any other person and the Mortgagor/s undertake and shall ensure to forthwith deliver and submit to the Mortgagee all or any document as may be found, generated, issued or created which is directly or indirectly related to the Mortgaged Properties.

9.10 The Mortgagor/s shall observe and perform each of the covenants set forth in the Transaction Documents, wherever 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.

10. Events of Default

Each of the Clauses, as more particularly set out in **Clauses 10.1 to Clause 10.23 below** and the events specified as such in this Indenture and in any of the Facility Document, describes the circumstances which constitute an Event of Default for the purposes of the Indenture.

10.1 Failure to pay

The Mortgagor/s and/or the Borrower fails to pay in terms of the Transaction Documents i.e. when it fails to pay to the Mortgagee any sum due to be paid under this Indenture or other Transaction Documents at the time, in the currency and in the manner specified herein.

10.2 Breach, Default, Misrepresentation, etc.

The Mortgagor/s are in breach or default of the performance of any covenant, undertaking, conditions or agreement under this Indenture or any representation or statement made by the Mortgagor/s in this Indenture or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith or orally is or proves to have been incorrect or misleading.

10.3 Specific Undertaking


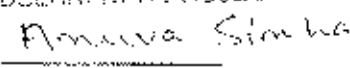
The Borrower fails to duly perform or comply with any other obligations expressed to be assumed by it under this Indenture.

10.4 Other Obligations

The Borrower, Guarantor and/or any Person furnishing any security on behalf of the Borrower in relation to the Facility, fails duly to perform or comply with any obligation undertaken, as specified in the Transaction Documents.

10.5 Inability to pay debts

If any order has been passed against the Borrower by the Court of competent jurisdiction pursuant to Section 138 of the Negotiable Instruments Act, 1881 in respect of loans availed by the Borrower or if any action has been initiated against

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pogalia</p>	<p>For, Ms. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Simha</p>
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the Borrower for enforcement of any security in respect of any loan availed by the Borrower and the matter is admitted by the appropriate Court, or if the Borrower is unable to pay its debts as they fall due or the Borrower commits any other act of insolvency.

10.6 Winding up

The Mortgagor/s and/or Borrower takes any corporate action or legal proceedings or any other steps are taken or are threatened against the Mortgagor/s and/or Borrower, for its winding up, dissolution, administration or re-organization, and such legal proceedings are not withdrawn within 30 (thirty) days of being admitted or if there is an appointment of a liquidator, receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer, of it or of any or all of its revenues and/or assets.

10.7 Execution or Distress

Any execution, distress or legal process is levied against, or an Encumbrance is enforced against (a) the whole or any material part of the property, undertaking or assets of the Borrower; or (b) the whole or any material part of the Mortgaged Property or any other security created under the Transaction Documents in relation to the Facility.

10.8 Governmental Intervention

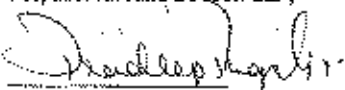
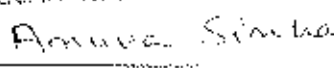
By or under the order of any Authority, (a) the management of the Borrower and/or the Mortgagor/s and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, is wholly or partially displaced; or (b) the authority of the Borrower and/or the Mortgagor/s and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, in the conduct of its business is wholly or partially curtailed; or (c) all or a majority of the issued shares of the Borrower and/or the Mortgagor/s and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, or the whole or any part (the book value of which is 20% or more of the book value of the whole) of its respective revenues or assets is seized, nationalized, expropriated or compulsorily acquired; or (d) any CBI or governmental investigation is initiated against any of the director/partner, promoter or partner of the Mortgagor/s or Borrower.

10.9 Material Litigation/Investigation :

In the event any investigation initiated by EOW,IB, CBI/ litigation has been commenced before any court, tribunal or agency on the basis of a notice received by or against the Borrower, any promoter, any Guarantor, any group entity of the Borrower or Mortgagor/s and/or the Mortgagor/s and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, which might, in the opinion of the Mortgagee, if determined adversely, cause a Material Adverse Change and/or any Material Adverse Effect which may affect the Borrower's ability to repay the Outstandings / impair the value of the security created hereunder or any other Transaction Documents.

10.10 The Borrower's Businesses

The Borrower ceases or threatens to cease to carry on the main business it currently carries on.

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NRR Projects LLP, BELANI NRR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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10.11 Repudiation

The Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, repudiates:

- (i) the Transaction Documents;
- (ii) allows or causes to be done any act or thing evidencing in the Mortgagee's opinion, an intention to repudiate any of the Transaction Documents.

10.12 Validity and Admissibility

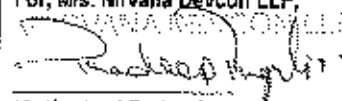
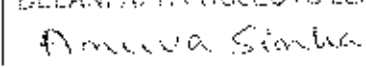
At any time, any act, condition or thing required to be done, fulfilled or performed in order to (a) enable the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, to lawfully enter into, exercise its respective rights under and perform the obligations expressed to be assumed by it in the Transaction Documents and/or the Security Documents; (b) ensure that the obligations expressed to be assumed by the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, in the Transaction Documents and/or the Security Documents are legal, valid and binding; or (c) make the Transaction Documents and Security Documents admissible as evidence in India, as appropriate, is not done, fulfilled or performed.

10.13 Illegality

At any time it is or becomes unlawful for the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility to perform or comply with any or all of their respective obligations under the applicable Transaction Documents and/or Security Documents or any of their respective obligations under the Transaction Documents and/or the Security Documents cease to be legal, valid and binding.

10.14 Performance of Obligations

- (i) Any event or circumstance arises which has caused or, in the reasonable opinion of the Lender may cause, a Material Adverse Change and/or any Material Adverse Effect to the financial condition of the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person furnishing any security on behalf of the Borrower in relation to the Facility, or its ability to perform or otherwise comply with any of the obligations expressed to be assumed by the it under the respective Transaction Documents and/or the Security Documents.
- (ii) If the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility fails to furnish information as required by the Lender from time to time as required under the provisions of the Transaction Documents and/or the Security Documents.
- (iii) If, in the opinion of the Lender, any extraordinary circumstances have occurred which make it improbable for the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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the Borrower in relation to the Facility to fulfil the obligations under the Transaction Documents and/or the Security Documents.

- (iv) If there is any deterioration or impairment of any Security created under the Transaction Documents or any part thereof or any decline or depreciation in value thereof which causes such Security, or any part thereof, in the judgement of the Lender to become unsatisfactory as to character or value to such an extent that in the opinion of the Mortgagee further security to the satisfaction of the Lender should be given and such security is not given within the time period specified by the Lender, in spite of the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility being called upon to do so.

10.15 Security

Subject to terms and conditions contained herein, if the Mortgaged Property is transferred, charged, Encumbered, alienated, sold without prior approval in writing of the Mortgagee or if any Security ceases to enure to the benefit of the Lender or if, in the opinion of the Lender, the Security provided is in jeopardy or ceases to have effect or is inadequate or insufficient or any document pertaining to the Security executed or furnished by or on behalf of the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility, becomes illegal, invalid or unenforceable.

10.16 Maintenance of Security Cover

If the Borrower and/or the Mortgagor/s fails to furnish, or causes to be furnished, additional security / replace the Security in order to maintain the Security Cover specified in **Clause 5.2 above**, in such form and substance which is satisfactory to the Mortgagee.

10.17 Purpose

If any part of the Facility is not utilised for the Purposes and in the manner as set out in Recitals above, unless otherwise permitted by the Mortgagee in writing.

10.18 Non-Compliance of Provisions of Transaction Documents

If the Borrower commits any act or omission resulting in its non-compliance with any provisions of any Facility Document, including the occurrence of any events of default as contained in the Facility Agreement or other undertaking and declaration.

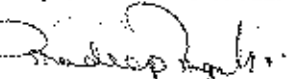
10.19 Any other Material Adverse Change or Material Adverse Effect

Upon the occurrence of any other Material Adverse Change or Material Adverse effect, which might, in the opinion of the Lender, adversely affect the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person, as applicable, furnishing any security on behalf of the Borrower in relation to the Facility.

10.20 Modification in approved plans

Upon making change or modification into once approved plans with respect to any land or project already implemented or to be implemented in future under the Mortgaged Property, which has impact of reducing or alienating FSI/TDR already used in such approved plans.

For, M/s. Nirvana Devcon LLP,



(Authorised Partner)

Name : Mr. Pradeep Kumar Pughalia

For, M/s. Belani NPR Projects LLP,

BELANI NPR PROJECTS LLP



(Authorised Partner)

Name : Ms. Anuva Sinha

- 10.21 Failure to intimate charge of the Mortgagee and deposit of Receivables
 If any part of the Mortgaged Property is in the nature of under construction project/units, upon failure by the Mortgagor/s of such property, to intimate and inform the mortgage or charge of the Mortgagee over such property, to the purchasers or interested person into such project/units and failure to intimate for making balance amounts payable to such Mortgagor/s directly to the Mortgagee or into any bank account or escrow account opened by such Mortgagor/s under the terms of the Transaction Documents. AND also upon failure to mention about mortgage and charge of the Mortgagee into the agreements to be executed for unsold units which are permitted by the Mortgagee for sale or transfer under specific written permission. If the Mortgagor/s fails to deposit all the Receivables as agreed under the Transaction Documents or specifically permitted by the Mortgagee while giving permission for transfer of any unit/property from the Mortgaged Properties.
- 10.22 Failure to notify any Event of Default or Potential Event of Default
 Upon the failure of the Mortgagor/s to inform the Lender of the occurrence of any Event of Default or Potential Event of Default promptly and no later than 5 (Five) days from the date of occurrence.
- 10.23 Failure to deposit or cause to deposit all the incomes, inflows and Receivables from the Security into any designated account or account as may be suggested by the Mortgagee or transferring full or part of any Security without obtaining prior permission of the Mortgagee.

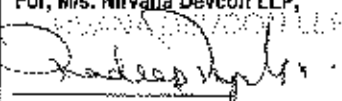
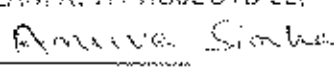
11. Consequences of Events of Default

- 11.1 Cure Period
 Upon the occurrence of any Event of Default, under this Indenture or under the Transaction Documents, the Borrower and/or the Mortgagor/s and/or the Guarantor and/or any Person furnishing any security on behalf of the Borrower in relation to the Facility, as applicable, shall, have 30 days from the date of notice of the Mortgagee in case of triggering Event of Default and to rectify such Event of Default during which time the Lender shall not take any action under the Transaction Documents with respect to the enforcement of Security, recovery of Mortgage Debt, Outstandings or enforcement of any other provisions of the Transaction Documents ("**Cure Period**").

Provided however that the Cure Period in respect of an Event of Default under Clause 10.1 above shall not require any Cure Period and from the next date of such failure it will be considered as Event of Default and the applicable revised rate of interest or penal rate of interest shall be applied from such next date till the date of payment and the entire overdue money will become due and payable immediately.

Provided however that in case there is Event of Default under Clause 10.9 and 10.23 above, no Cure Period shall be or notice of explanation shall be required to be given to the Borrower or Mortgagor and entire Facility outstanding amount shall become immediately due and payable by the Borrower.

11.2 Acceleration and Cancellation

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugaia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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In the event that an Event of Default is not cured within the Cure Period, the Mortgagee may be entitled, without prejudice to its other rights and remedies under the Transaction Documents, to enforce this Indenture, and, do all or any of the following, at its option:-

- (a) declare the Outstandings under the Facility including interest, to be immediately due and payable (whereupon the same shall become so payable together with accrued interest thereon, Default Interest, additional interest and any other sums then owed by the Borrower hereunder) or declare Outstandings to be due and payable on demand of the Lender;
- (b) Suspend or terminate all un-drawn commitments;
- (c) Demand cure of any material default under any of the Transaction Documents;
- (d) Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Transaction Documents; and / or
- (e) Any other legal or equitable rights of the Mortgagee under applicable law.

11.3 Disclosures

The Mortgagor/s hereby agrees that upon the occurrence of an Event of Default and after expiry of the Cure Period, the Mortgagee shall have an unqualified right to disclose the occurrence of the same with details thereof to the Reserve Bank of India (RBI), Credit Information Bureau (India) Limited (CIBIL), National Housing Bank (NHB), Banks, Financial Institutions (FIs), Housing Finance Institutions (HFIs), Development Finance Institutions (DFIs), and any other relevant Authority, to publish the name of Mortgagor/s and Borrower/s and the names of its directors/partners as defaulters in such manner and through such medium as the Mortgagee and the relevant Authority(ies) may in their absolute discretion think fit.


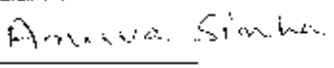
11.4 Other remedies

On the occurrence of any Event of Default, unless cured within Cure Period as defined hereinabove, notwithstanding any other right available to Mortgagee under this Indenture or under any law for the time being in force, the Mortgagee may in its sole discretion, demand and enforce the repayment of entire Mortgage Debt from the Mortgagee under this deed and from the Borrower under the Demand Promissory Note.

The Mortgagor/s agree, acknowledges and admits that the liability to pay entire Mortgage Debt is akin to the Borrower and in case of Event of Default, the Mortgagee shall be entitled to demand entire unpaid Mortgage Debt from the Mortgagor/s including enforce the Mortgaged Property herein and pursuant to this deed.

12. Enforcement

12.1 The security created hereunder in favour of the Mortgagee shall become enforceable by the Mortgagee upon the occurrence of an Event of Default unless cured within Cure Period as defined herein. It is hereby expressly clarified that, for the purpose of enforcement, the Mortgagee shall be entitled to act against one or more or all of the Mortgaged Property at the time of enforcement.

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalla</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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12.2 General Enforcement Powers

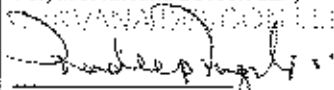
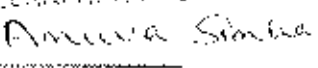
If any one or more of the Events of Default occur unless cured within Cure Period, the Mortgagee shall, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of sub-clause (a) below) to the Mortgagor/s:

- (a) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Property, or any flats/ units/ premises comprised therein, or any part of the Mortgaged Property on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;
- (b) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Law; appoint by writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Property, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor);
- (c) appoint another in place of any Receiver, whether such Receiver is removed by the Mortgagee or by an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;
- (d) enter into and take possession of the Mortgaged Property and any future assets comprised in these presents by following due process of law and after taking such action the Mortgagor/s shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits, rentals, license fees and benefits thereof without interruption or hindrance by the Mortgagor/s or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor/s well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and Encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Mortgagee or that of its officers or employees or assignee or designee or agent; and
- (e) take all such other action expressly or impliedly permitted under the Transaction Documents, this Indenture or under the Applicable Law.

13. Power of Sale

13.1 Provided always and it is hereby agreed and declared as follows:

Upon the occurrence of an Event of Default, unless cured within Cure Period, it shall be lawful for the Mortgagee at any time without any further consent of the Mortgagor/s, to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring any of the Mortgaged Property and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, leasehold estate, 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 Mortgagee may

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anvita Sinha</p>
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deem proper, with power to buy or obtain assignment of the Mortgaged Property at any sale and to resell or reassign the Mortgaged Property at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Property 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 Property without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882.

13.2 No power of sale and/or assignment contained in these presents shall be exercised by the Mortgagee unless and until: -

- (a) 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 the space of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower; or;
- (b) interest on the Mortgage Debt amounting at least to Rs.500/- (Rupees Five Hundred only) shall be in arrears and remain unpaid for three months after becoming due;

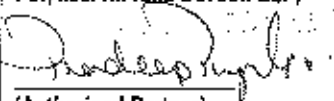
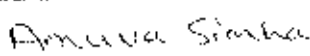
13.3 No purchaser or other person dealing with the Mortgagee and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned hereinabove have happened or whether any default has been made in payment of any moneys 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 Mortgagor/s in respect of any breach of any of the sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only.

13.4 All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein.

14. Non-applicability of certain provisions of the Transfer of Property Act

14.1 Section 67A

The provisions of section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents. Notwithstanding that the Mortgagee may hold two or more

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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mortgages executed by the Mortgagor/s including these presents in respect of which the Mortgagee has the right to obtain the kind of decrees under section 67 of the Transfer of Property Act, the Mortgagee 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 moneys shall have become due.

14.2 Continued Possession

It shall be lawful for the Mortgagor/s to retain possession of and the Mortgagor/s may use the Mortgaged Property in accordance with the Transaction Documents (including any disposal expressly permitted and subject to the terms of the Transaction Documents) until the Mortgagee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

14.3 Section 65A

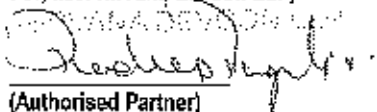
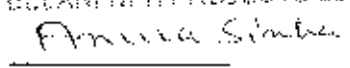
The provisions of section 65A of the Transfer of Property Act, 1882, shall not apply to this Indenture. The Mortgagor/s shall while in lawful possession of the Mortgaged Property have no power to lease and/or sub lease thereof, save and except to the extent as may be expressly permitted under the Transaction Documents and with the prior written consent of the Mortgagee on such terms and conditions as the Mortgagee shall in its absolute discretion consider fit.

15. Receiver

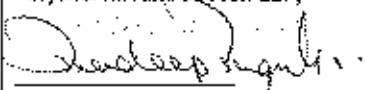
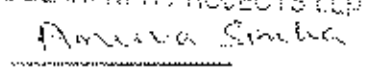
15.1 Subject to the observance of such restrictions as may be imposed by Section 69-A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Mortgagee at any time after the security hereby constituted shall have become enforceable may, by writing, appoint as receiver of the Mortgaged Property ("Receiver") or any part thereof one or more Persons and may remove any receiver so appointed and appoint another in his stead, with prior intimation to the Mortgagor/s.

15.2 Status, powers and remuneration of Receiver

- (i) Appointment of any Receiver may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Property;
- (ii) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Mortgagee:
 - (a) to take possession, custody or management of the Mortgaged Property;
 - (b) remove any person from the possession or custody of the Mortgaged Property, who the Mortgagee or the Mortgagor/s would have a right to remove;

<p>For, M/s. Nirvana Deycon LLP, NIRVANA DEYCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anvita Sinha</p>
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- (c) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Property, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Property, the application and disposal of such rents, profits and amounts;
 - (d) 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 Mortgage or otherwise as the Mortgagee shall consider fit;
 - (e) to redeem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor/s and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - (f) to settle, refer to arbitration, 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 Mortgagor/s or relating in any way to the Mortgaged Property or any part thereof;
 - (g) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property or any part thereof as the Receiver shall consider fit;
 - (h) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee 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 Property;
 - (i) to exercise all such other power and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Property, as is 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
 - (j) in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Mortgagor/s shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon if such sums are not paid within 10 (Ten) days of demand notice in respect thereof, as the default rate applicable for such delayed payments, at the rate of 3% p.m.
- (iii) Subject to the provisions of Section 69-A of the Transfer of Property Act, 1882, the Mortgagee may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Property provided that all costs and expenses incurred in respect of such remuneration shall be borne by the Mortgagor/s;
- (iv) The 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;
- (v) All the powers, provisions and trusts contained in Section 69-A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Indenture;

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugaia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sirdia Signatory</p>
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- (vi) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor/s and the Mortgagor/s shall be responsible for such Receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration;
- (vii) 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 Mortgagee; and
- (viii) Notwithstanding anything contained in this **Clause**, the Receiver and any Person acting on its behalf (A) shall in exercise or performance of its powers, duties and functions, act in good faith and with due skill, care and diligence and in a manner it would act had it been dealing with its own properties; and (B) no act or deed by the receiver or any Person acting on its behalf shall cause or result in an increase in the obligations owed by the Mortgagor/s. It is expressly clarified that as the Receiver will be the agent of the Mortgagor/s, neither the Mortgagee shall be responsible for ensuring that the receiver complies with the provisions of this **Clause**.

15.3 Protection of Receiver: Limitation of Liability


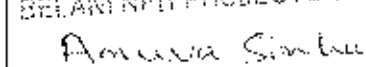
Subject to Applicable Law, the Receiver shall not be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of its rights, powers, authorities, discretion's and trusts that may be vested in the receiver. However, this limitation on liability shall not be applicable in case of any breach of duties and obligations hereunder and in Applicable Law, breach of trust, gross negligence, fraud or misconduct by the Receiver.

15.4 Indemnity

Every Receiver shall be entitled to be indemnified out of Mortgaged Property 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 judgment (other than those liabilities and expenses arising out of gross negligence or fraud or wilful default) on the part of the Receiver 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 Property.

16. Not Mortgagee-in-Possession

Without prejudice to anything stated in this Indenture, it is hereby expressly agreed that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Property or any part thereof as provided herein, be liable to the Mortgagor/s 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.

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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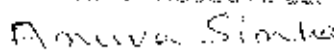
17. Costs and Expenses

- 17.1 All expenses incurred by the Mortgagee after the occurrence of and during the continuation of an Event of Default unless cured within the Cure Period, in connection with preservation or protection of the Mortgaged Property, enforcement of security and collection of amounts due to the Mortgagee shall be payable by the Mortgagor/s within 15 (Fifteen) Days from the date of notice of demand in respect thereof. In case of default in making such payment within 15 (Fifteen) Days from the date of notice of demand, the Mortgagor/s shall also pay interest on the defaulted amounts, at the default rate of 3% p.m. of such amount from the expiry of 15 (Fifteen) Days from the date of notice of demand till reimbursement and such payment and the interest thereon shall be charged on the Mortgaged Property and shall, until payment in full by the Mortgagor/s, form part of the Mortgage Debt.
- 17.2 The Mortgagor/s shall, upon notice from the Mortgagee pay or reimburse to the Receiver all fees for service performed by the Receiver, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Receiver, its officers, employees or authorised agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Transaction Documents.
- 17.3 All other costs, charges and expenses in respect of this Indenture, including in relation to stamp duty and registration charges, legal expenses for drafting, stamping and registration of this Indenture shall be solely borne by the Mortgagor. Mortgagee shall not be responsible for the abovementioned charges, duties and expenses at any time, in present or in future. It is agreed between the Parties that this mortgage deed shall be considered as principal document for the purpose of payment for stamp duty and registration charges under the respective stamp acts and shall be considered accordingly. Mortgagor doth hereby indemnify Mortgagee if any claims, objections or demand is raised in these regards by any authority or any person in any manner whatsoever. Notwithstanding anything mentioned or agreed under this deed, this deed shall not be considered as conveyance in any manner in favour of the Mortgagee and in case any person or authority is interpreting or considering this deed as conveyance due to any statement, clause or paragraph in this deed, such statement, clause or paragraph shall be considered as non-effective and non-operative and this deed shall always be considered as a mortgage without possession.

18. Liability to Mortgagee for deficiency

The Mortgagor/s jointly and/or severally shall remain liable to the Mortgagee for any deficiency occurring, arising or existing under the Transaction Documents and this present including for not attaching any annexures referred herein which can be produced by the Mortgagee duly confirmed by the Mortgagor/s or Borrower separately. The Mortgagor/s jointly / severally confirms the terms and conditions agreed by the Borrower in respect of electronic transactions/agreements (including but not limited to emails, DSC, e-stamping) under the Transaction Documents are acceptable to Mortgagor/s which shall be binding on them without any reservations.

19. Waiver

<p>For, M/s. Nirvana Devcon LLP, NIRVANA DEVCON LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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19.1 No implied waiver or impairment

No delay or omission of the Mortgagee or any Receiver in exercising any right, power or remedy accruing to the Mortgagee upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Mortgagee 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 Mortgagee 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 Mortgagee herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Transaction Documents.

19.2 Express Waiver

A waiver or consent granted by the Mortgagee 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.

20. Miscellaneous

20.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee and the Mortgagor/s, if any discharge or payment in respect of the Mortgage Debt by the Mortgagor/s is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, dissolution, composition or arrangement for the time being in force or for any other reason, the Mortgagee shall be entitled hereafter to enforce the security created herein as if no such discharge, release or settlement had occurred.


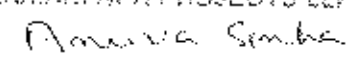
20.2 Statement of Accounts

Any statement of account based on the Mortgagee's statement of account purporting to show an amount of Mortgage Debt due under any of the Facility Document and signed as correct by the duly authorised officer of the Mortgagee with respect to the Mortgage Debt owed to the Mortgagee shall be conclusive evidence of the amount so due and shall be binding on the Mortgagor/s.

20.3 Amendment

All amendments or supplements to the terms of this Indenture can be made only in writing signed by the Mortgagor/s and Mortgagee herein.

20.4 Other Remedies

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPB Projects LLP BELANI NPB PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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The rights and remedies conferred upon the Mortgagee under this Indenture shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled or any collateral or other security now or hereafter held by the Mortgagee.

20.5 Assignability

The Mortgagor/s shall not delegate any of its obligations hereunder. The Mortgagee may transfer or assign its rights and benefits under this Agreement in accordance with the provisions of the Transaction Documents or may novate the same. Upon the execution of the Deed of Assignment / Transfer Deed, this Indenture shall bind and enure to the benefit of the new lender(s) / mortgagee(s) as defined in the said Deed of Assignment / Transfer Deed and such new lender(s) / mortgagee(s) shall be deemed to be beneficiary of this Indenture with all rights, benefits and entitlements and the obligations of the Lender / Mortgagee. The Mortgagor/s shall execute all such deeds and documents required for such assignment, transfer or novation, as the case may be.

21. NOTICES

21.1 Communications

(a) Communications in writing

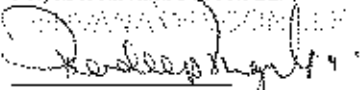
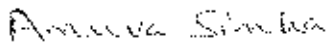
Any notice, demand, request or other communication to be made or given under this Indenture shall be in writing unless otherwise stated. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail with acknowledgment due, postage prepaid or courier, or (d) sent by email (provided that the email is followed up with hard copy within 48 hours).

(b) The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Indenture shall be to the address of each party mentioned hereinabove.

(c) Delivery

Any communication or document made or delivered by one person to another under or in connection with this Indenture will only be effective:

- (i) if delivered personally, on delivery; or
- (ii) if by way of facsimile, when received in legible form; or
- (iii) if by way of registered mail / courier, the date of receipt of such registered mail / courier (as demonstrated by the acknowledgement); or
- (iv) if by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee (provided that a copy by any of the aforesaid modes is delivered to the addressee within 2 (Two) days of such email).

<p>For, M/s. Nirvana Devcon LLP  (Authorised Partner) Name : Mr. Pradeep Kumar Pughalia</p>	<p>For, M/s. Belanti NPR Projects LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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(d) English language

- a) Any notice given under or in connection with any transaction document must be in English.
- b) All other documents provided under or in connection with any transaction document must be in English; or if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22. 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.

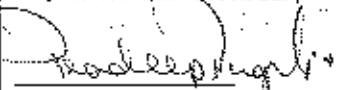
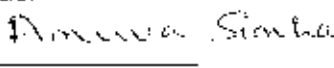
23. Governing Law

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

24. Jurisdiction

24.1 Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts Due To Banks and Financial Institutions Act, 1993 and/or the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 with all subsequent amendments or re-enactment thereof or any other competent authority for Debt related disputes constituted in any other law in future or any other law enabling the lender to initiate proceedings suo moto which are in force at the time of enforcement, including but not limited to go for winding up of the Mortgagor or Borrower, wherein the Lender shall have right to select one or more, jointly or severally appropriate law, authority or forum, jointly or severally, with respect to full or part of Mortgaged Property, any and all claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the Lender at any time. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, at any time, the Lender may appoint a new arbitrator. The venue of arbitration shall be, in the city where this present is executed or the place as may be decided by the Mortgagee. The language to be used in arbitration proceedings shall be English. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitrator shall not be required to give any reason for the award and the award of the arbitrator shall be final and binding on the Mortgagor/s concerned.

25. No Effect

<p>For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia</p>	<p>For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha</p>
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- 25.1 Neither the security created under this Mortgage nor the rights, powers and remedies conferred to the Mortgagee or the receiver by this Mortgage shall be discharged, impaired or affected by:
- any invalidity or unenforceability or amendment of any of the Transaction Documents;
 - any time or other indulgence given or agreed to be given by the Mortgagee for the performance of the obligations by Mortgagor/s under any of the Transaction Documents;
 - any release or exchange of security or obligations granted or undertaken pursuant to any of the Transaction Documents;
 - any other act, event or omission which but for this provision would impair or discharge the Mortgagors' liability jointly and/or severally hereunder; and
 - any change in the structure or organisation of the Mortgagor as a result of change in Applicable Law, insolvency / bankruptcy/dissolution of the Mortgagor or otherwise, including the winding up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Mortgagor with any other company or takeover of the management of the Mortgagor/s, wherever applicable.

SCHEDULE 1

Item No.	Particulars	Details
1	Place and Date of Execution	Kolkata on 4th December, 2023
2	Name of the Mortgagor/s Address of the Mortgagor/s	<p>1] M/s. Nirvana Devcon LLP, [Registration number AAE-9340 and PAN AAMFN9689E] a Limited Liability Partnership under the provisions of Limited Liability Partnership Act, 2008 and existing under the laws of India and having its registered office at 8/1, Bikaner Building, Lal Bazar Street, Kolkata West Bengal 700001</p> <p>Email ID:-accounts@rdbindia.com Phone No. :-8910094608 ,9007014447</p> <p>2] M/s. Belani NPR Projects LLP. [Registration numberAAU-7038 and PAN AAXFB0663K] a Limited Liability Partnership under the provisions of Limited Liability Partnership Act, 2008 and existing under the laws of India and having its registered office at 257/A, Deshpran Sasmal Road, Kolkata West Bengal-700033</p> <p>Email ID:-accounts@belanis.com Phone No. :-033-4010 5656</p>
3	Address of the office of the Lender	Kotak Mahindra Investments Limited. 22 Camac Street, 5th Floor, Block- B,Cabin -5001, Kolkata- 700016, West Bengal.
4	Details of the Borrower :	M/s. Nirvana Devcon LLP, [Registration

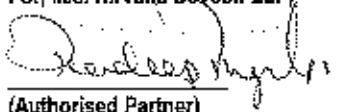
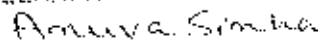
For, M/s. Nirvana Devcon LLP, (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, (Authorised Partner) Name : Ms. Anuya Sinha
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	1] Name, Address and Identity Numbers of the Borrower:	number AAE-9340 and PAN AAMFN9689E] a Limited Liability Partnership under the provisions of Limited Liability Partnership Act, 2008 and existing under the laws of India and having its registered office at 8/1, BIKANER BUILDING, LAL BAZAR STREET, KOLKATA Kolkata West Bengal 700001 Email ID:-accounts@rdbindia.com Phone No. :-8910094608 ,9007014447
5	Principal Amounts of the Facility	Term Loan of Rs.50,00,00,000/- (Rupees Fifty Crores Only)
6	Details of Facility Agreements : [1] Sanction Letter No. & Date. [2] Facility/Loan Agreement date.	[1] Sanction Letter CRE/KMIL/0132/2023-24 dated 27 th September, 2023 [2] Facility Agreement dated 29 th September 2023
7	Priority of Mortgage created herein	Extension of First and exclusive charge in favor of Lender:- Details of existing charge:- First and exclusive charge created in favour of Lender by virtue of Mortgage deed dated 19/01/2023 bearing registration number 2000157778/2/2023 for the financial facilities of Rs.75,00,00,000/- (Rupees Seventy Five Crores Only) availed by Nirvana Devcon LLP under sanction letter bearing reference number CRE/KMIL/0176/2022-23 dated 29 th November 2022, and addendum sanction letter No, Add-CRE/KMIL/0192/2022-23 dated 15 th November 2022 and Add-CRE/KMIL/0237/2022-23 dated 09 th January 2023 and as amended from time to time.
8	Permission to Mortgage details	Permission to Mortgage provided under the Clause 2.20 of Deed of Lease dated 15 th September, 2016 bearing number 190106951 for the year 2016.

**SCHEDULE 2
(Description of Mortgaged Properties)**

**PROJECT – SANCTUARY
PROPERTIES OF M/S. NIRVANA DEVCON LLP. AND DEVELOPED BY M/S. BELANI
NPR PROJECTS LLP.**

1] 3.97 Acres (approx.) equivalent to 240.5 cottahs (approx) of all that piece and parcel non-agricultural, unreserved and unencumbered leasehold land [being leased by West Bengal Transport Corporation Limited (previously known as The Calcutta Tramways Company (1978) Limited) by virtue of registered lease deed dated 15th September 2016 bearing registration number 190106951 for the year 2016] and

For, M/s. Nirvana Devcon LLP.  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP. BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
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the units/structures/constructions constructed / to be constructed thereon measuring about 543605 sq.ft. forming part of Project "Sanctuary" as per the approved plan bearing reference number 2021100111 dated 13th December 2021 situated at municipal Premises no.257/A, Deshpran Sasmal Road, Kolkata, under P.S. Jadavpur, municipal Ward no.94 within the limits of Kolkata Municipal Corporation, West Bengal-700 033, India, more particularly demarcated in the plan/map annexed herewith as Annexure – 3 and bounded as under :-

NORTH: By Jubilee Park Road
SOUTH: By Tollygunge Depot of CTC
EAST: By Jubilee park
WEST:By DeshpranSasmal Road.

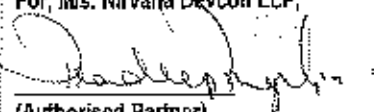
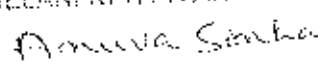
2] 85 Unsold and not agreed to be sold units comprised of 1,62,359sq.ft (carpet area)alongwithproportionate undivided share in land and 291car parking spacesas per Annexure – 4and

3] Receivable from agreed to sale 143 Units comprised of 2,57,292 sqft (carpet area)alongwithproportionate undivided share in land and 319 car parking spacesas per Annexure – 5, in the Project "Sanctuary"(any unit which is already agreed to sale as per Annexure - 5 is getting cancelled for sale OR name of any purchaser is getting altered shall be considered as cancelled and both these type of units shall in such situation be considered as unsold or not agreed to sale under security and mortgaged herein)."

4] Leasehold rights, interest and entitlements of M/s. Nirvana DevconLLP.under the Lease Deed dated 15th September 2016 bearing registration number 190106951 for the year 2016.

5] Rights and entitlements of M/s. Belani NPR Projects LLP.under the Development Agreement dated 23rd December 2020 bearing registration number 190306955 for the year 2020and Power of Attorney dated 23rd December 2020 bearing registration number 190306965for the year 2020 and all amendments/addendums thereto provided by M/s. Nirvana Devcon LLP..

ALL THE ABOVE PROPERTIES ARE ALONG WITH all the right, title, interest including all the non-alienated structures existing and future constructions to be made thereon with proportionate car parking spaces ALONG WITH all the leasehold and development rights (by virtue of development agreement/s, power of attorney and other deeds, documents and instruments),benefits, claims, FSI/FAR, TDR and compensation available and to be available in future along with benefits of all approvals obtained from civic authorities and construction related authorities ALONGWITH all other liquid assets including stock in trade and the movables, raw materials being used in the construction on and out of the above mentioned lands, project and structures along with all the common amenities, benefits, receivables present or in future, all the trees, hedges, ditches, wells, common amenities, common ways, access, drains, water sources, liberties, privileges, easements, advantages and appurtenances whatsoever arising out of or relating to the abovementioned properties belonging to the Mortgagors."

For, M/s. Nirvana Devcon LLP,  (Authorised Partner) Name : Mr. Pradeep Kumar Pugalia	For, M/s. Belani NPR Projects LLP, BELANI NPR PROJECTS LLP  (Authorised Partner) Name : Ms. Anuva Sinha
--	---

IN WITNESS WHEREOF the Mortgagors have hereunto set and subscribed through its authorized representatives and stamped the day and year first hereinabove written:

SIGNED AND DELIVERED BY the withinnamed Mortgagors :	
1	<p>M/s. Nirvana Devcon LLP, through its authorized partner Mr. Pradeep Kumar Pugalia pursuant to the Partners Authority Letter dated 29th September 2023</p> <p>For M/s. Nirvana Devcon LLP,</p> <p><i>Pradeep Kumar Pugalia</i></p> <p>(Authorised Partner)</p>
2	<p>M/s. Belani NPR Projects LLP, through its authorized partner Ms. Anuva Sinha pursuant to the Partners Authority Letter dated 29th September 2023</p> <p>For M/s. Belani NPR Projects LLP,</p> <p>BELANI NPR PROJECTS LLP</p> <p><i>Anuva Sinha</i></p> <p>Authorised Signatory</p> <p>(Authorised Partner)</p>
<p>SIGNED AND DELIVERED BY the withinnamed Mortgagee through its authorized signatory, Ms Rashmi Dalvi</p> <p><i>Rashmi Dalvi</i></p> <p>Mortgagee/Lender</p> 	

who has affixed their signature in the presence of (Witness)

1	<p>NEERA CHAKRAVARTY I.E. 'NEER' 329, HOSSAINPUR, MADHUBANI KOLKATA - 700107</p> <p><i>Neera Chakravarty</i></p>
2	<p>Rajendra Shams 3 Watkins Lane P.O & P.S. Howrah Howrah - 711001</p> <p><i>Rajendra Shams</i></p>

For, M/s. Nirvana Devcon LLP,
Pradeep Kumar Pugalia
(Authorised Partner)
Name : Mr. Pradeep Kumar Pugalia

For, M/s. Belani NPR Projects LLP,
Anuva Sinha
(Authorised Partner)
Name : Ms. Anuva Sinha

ANNEXURE 1
(ACCEPTED COPY OF SANCTION LETTER)

ANNEXURE 2
(BOARD RESOLUTION / AUTHORITY LETTER)

ANNEXURE 3
(LAND AREA MAP)

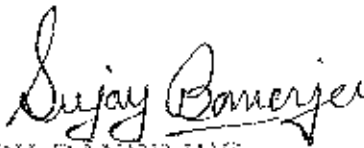
ANNEXURE – 4
(LIST OF UNSOLD/NOT AGREED TO BE SOLD UNITS)

AS ATTACHED

ANNEXURE – 5
(LIST OF AGREED TO BE SOLD UNITS)

AS ATTACHED

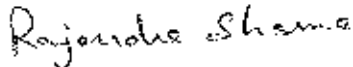
Prepared in our office



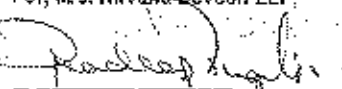
SUJOY BANERJEE
Advocate

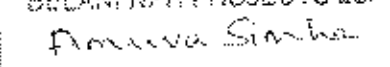
Advocate Judges' Court, Howrah
Enrolment No. P/332/2171/2018

Identifier:



Rajendra Sharma
son of Gordhan Prasad Sharma
3, Watkins Lane,
P.O & P.S. Howrah
Howrah-711101

For, M/s. Nirvana Devcon LLP

(Authorised Partner)
Name : Mr. Pradheep Kumar Pugalia

For, M/s. Belani NPR Projects LLP
BELANI NPR PROJECTS LLP

(Authorised Partner)
Name : Ms. Anuva Sinha

PRIVATE AND CONFIDENTIAL

Date: 27th September 2023

Ref. No.: CRE/KMIL/0132/2023-24

Nirvana Devcon LLP
8/1, Bikaner Building, Lal Bazar Street, Kolkata,
Kolkata, West Bengal, 700001

Kind Attn: Mr. Pradeep Kumar Pugalia

Dear Sir,

Re: Financial Facilities

We, Kotak Mahindra Investments Ltd., having our registered office at 27, BKC, Plot No. C-27, G Block, Bandra Kuria Complex, Bandra East, Mumbai - 400051 and having branch office among other places at 22 Camac Street, 5th Floor, Block- B, Cabin -5001, Kolkata- 700016 (herein after referred to as "the Lender") are pleased to inform Nirvana Devcon LLP (herein after referred to as "the Borrower") that the facility/ies mentioned in the Annexures has/have been sanctioned to you. The facilities are subject to the terms and conditions contained in the respective Facility Agreement/s to be executed by you together with the Schedules contained thereunder and all other Transaction Documents (as defined in the aforesaid respective Facility Agreement/s and those that the Lender may from time to time stipulate and not limited to those mentioned in Annexures hereto).

Specific terms and conditions in addition to the terms and conditions of the Facility Agreement and the Security Agreement, applicable for the facility/ies are detailed in the Annexures to this letter.

Please note that this Sanction Letter along with Annexure to this Sanction Letter shall forms an integral part of the Facility Agreement. Also, may it be noted that in the event of there being a conflict between the Sanction Letter/Annexure and the Facility Agreement due to duplication and/or repetition of terms and conditions, then as far as such duplicated and/or repeated term/s and condition/s is concerned, the terms and conditions contained in the Sanction Letter & Annexure shall prevail over the Facility Agreement.

This letter and the Annexures hereunder are intended for your guidance and information. Any legal relationship will be evidenced by documentation, which will be prepared following your acceptance of the offer. Please note that at such time the contents of this letter shall form an integral part and shall be read in conjunction with the Facility and Security documentation. It is clearly understood that this Sanction Letter does not obligate the Lender to enter into any further agreement and/or to provide the Facilities, and any such obligation shall be contingent upon the Borrower executing final definitive transactional documents for the Facilities to the satisfaction of the Lender and delivering the same to the Lender, within such time as stipulated therefore by the Lender.

In case Any stamp papers purchased by the Borrower or Guarantors or Security Provider for the purposes of availing facilities from the Lender shall remain valid for a period of 3 months from the date of purchase of the stamp papers and can be cancelled by the Lender in case facilities are not availed within aforesaid time period. The Lender shall not use such cancelled stamp papers and also shall not be responsible for any such loss to the Borrower or Guarantors or Security Providers due to the cancellation of the stamp papers.

In confirmation of your agreement to be bound by the conditions stipulated herein please return the duplicate copy of this letter duly signed by the authorised signatories of the Borrower on all pages to the Lender having office at 22 Camac Street, 5th Floor, Block- B, Cabin -5001, Kolkata- 700016 within 30 days from the date of this letter, after which this offer will lapse.

Ref. No.: CRE/KMIL/0132/2023-24

Nirvana Devcon LLP

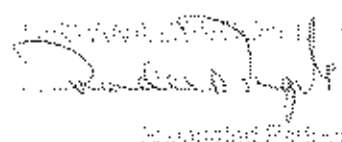
1/12

Kotak Mahindra Investments Ltd.
CIN U55900MH1988PLC047986

3rd Floor, 12 BKC, C-12,
G Block Bandra Kuria Complex
Bandra (East), Mumbai - 400 051

T +91 022 62185320
F +91 022 62215400
www.kotak.com

Registered Office:
27BKC, C 27, G Block
Bandra Kuria Complex,
Bandra (E), Mumbai - 400 051,
Maharashtra, India.


Delegated Partner

Anurag Saha

All the dues / repayments as stipulated in sanction terms shall be made to following bank account.


Name of Beneficiary	Kotak Mahindra Investments Ltd
Name of Bank	Kotak Mahindra Bank Ltd
Beneficiary Current Account No	09582540003719
IFSC Code	KKBK0000958
Branch	Mittal Court, Nariman Point, Mumbai

GST no of Kotak Mahindra Investments Limited, Kolkata is 19AAACH1075K1Z1. Category of Service, Banking and other Financial Services.

Customer service and customer satisfaction is one of the prime concerns of the Lender. In case of any queries, please write to us on our authorized email id at kmil.helpdesk@kotak.com.

We assure you of our best services at all times.
Yours faithfully,

For Kotak Mahindra Investments Limited,



Authorized Signatory
Name: Rajiv Kumar



Authorized Signatory
Name: Atinva Gaidwad

I/We hereby acknowledge receipt of your sanction letter no. Ref. No.: CRE/KMIL/0132/2023-24 and annexures dated 27th September 2023 of which this is a copy.

We accept and agree to be bound by the terms and conditions contained therein.

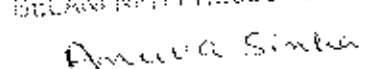
For and on behalf of Nirvana Devcon LLP (Borrower),

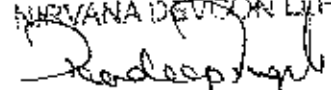
NIRVANA DEVCON LLP

 Designated Partner

Authorized Signatory
Name: Pradeep Kumar Pugalia
Place: Kolkata

Date: 27/09/2023

DELANI NPP PROJECTS LLP

 Anura Sinha
 Authorized Signatory

NIRVANA DEVCON LLP

 Designated Partner

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

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TERMS OF SANCTION

(Rs. in Crores)

S.No.	Facilities	Product Type (CAP, Construction finance or Takeover loan, etc)	Earlier Limit	Revised Limit	Status	Max Tenor/Usance	R/ NR	S/ U
1	Term Loan Limit							
1.1	Term Loan	GCP	75.0	63.0	Existing	52 Months (Residual)*	NR	S
1.2	Term Loan	GCP	-	50.0	New	48 Months	NR	S
	Total Limit		75.0	113.0				

 *Residual as on 26th Sep'23

R/ NR = Revolving or Non-Revolving

S/ U = Secured or Unsecured

Facility 1.2	
Facility	Term Loan
Limit	Rs. 50,00,00,000/- (Rupees Fifty Crores only)
Type	Non Revolving
Purpose	Towards repayment of unsecured loans
Tenor	Upto 48 months from date of first disbursement including moratorium of 18 months
Conditions Precedent	<ul style="list-style-type: none"> External valuation reports for the project from empanelled valuer Legal due diligence of the properties/projects to be mortgaged to be obtained to the satisfaction of the Lender. Permission to mortgage from West Bengal Transport Corporation Limited if applicable. All guarantees to be executed to the satisfaction of the lender Supplementary Escrow agreement to be signed FY23 Provisional financials of Belani NPR Projects LLP to be taken.
Conditions subsequent	<ul style="list-style-type: none"> Mortgage deed to be executed within 15 days of first disbursement Mortgage deed submission and Security creation within 30 days of execution of mortgage deed Security perfection within 45 days of first disbursement. Corporate Guarantee of RDE Real Estate Constructions Ltd to be taken within 15 days of demerger of RDS Realty and Infrastructure Ltd. Contractor All Risk (CAR) Insurance Policy to be obtained for the projects and assignment to be done in favour of Lender's as first loss payee for the amount of the facility within 30 days of first disbursement for project to the satisfaction of lender. Escrow account to be opened and operational within 30 days from the date of first disbursement.
Disbursement Method	<ul style="list-style-type: none"> Rs.50 Crs -- upfront towards payment of unsecured loans Disbursement as per request from client directly to current account of borrower maintained with Kotak Mahindra Bank Limited or as per instructions from borrower
Repayment Method	Interest shall be payable on monthly basis. Principal amount shall be repaid in 30 equal installments starting from 19 th month of first disbursement.

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

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 Kotak Mahindra Investments Ltd.
 CN U65900MH1989PLC047986

 3rd Floor, 12 BKC, C-12,
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 Bandra (East), Mumbai - 400 051

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 Registered Office:
 27BKC, C 27, G Block
 Sandra Kurla Complex,
 Bandra (E), Mumbai - 400 051,
 Maharashtra, India.


NIRVANA DEVCON LLP
 Designated Partner

Designated Partner

BELANI NPR PROJECTS LLP

Nirvana Devcon

Nirvana Devcon LLP

Authorized Signatory

Designated Partner

Cashflow Adjustment	<p>All the Receivables from the Project "Sanctuary" shall be deposited in the Escrow Accounts and minimum 70% of the amounts as deposited in the Escrow Accounts shall be first transferred to RERA Accounts.</p> <p>Balance amount in the Escrow Accounts after transfer to RERA Accounts shall be transferred to Escrow Sub-Accounts (however, once the full completion certificate for Security Properties is issued/obtained as per RERA Act, then the entire amount remaining in RERA Account and 100% of Receivables from Escrow Account shall be transferred to Escrow Sub- Account). All amounts withdrawable by the mortgagor from the RERA Accounts shall also be first transferred to Escrow Sub-Accounts.</p> <p>The amounts lying in the Escrow Sub-Accounts shall be considered as Eligible Receivables which shall be first (unless the Lender decides otherwise) transferred and appropriated as follows: Cumulative collections from the project "Sanctuary (Landowner's share)" to be adjusted in the following manner:</p> <ul style="list-style-type: none"> Nil of Eligible Receivables of landowner's share of cumulative collections of project till Rs 185 crs 85% of Eligible Receivables of landowner's share of cumulative collections of project above Rs 185 crs to be adjusted towards principal repayment <p>Cumulative Collection from the project as per MIS (excluding GST) as on 30th June 2023 is Rs.147.20 Crs in which landowner's share is Rs 66.2 crs.</p> <p>Lender may, at its discretion, change the escrow mechanism during the tenor of the loan.</p>
Security	<ul style="list-style-type: none"> Extension of First & exclusive charge over leasehold rights/ interest by way of registered mortgage of leasehold land admeasuring 3.97 acres along with all benefits, title, development rights & interest thereon & project/ structure/ building constructed/to be constructed known as 'Sanctuary' located at Tollygunge, Kolkata, West Bengal - 700033. The land is owned by West Bengal Transport Corporation Limited, leasehold rights granted in favour of Nirvana Devcon LLP and development rights granted in favour of Belani NPR Projects LLP. Escrow & Hypothecation of Landowner's and developer's share of receivables from the project "Sanctuary". Nirvana Devcon LLP & Belani NPR Projects LLP to be co-mortgagor Cross collateralization of proposed facilities to Nirvana Devcon LLP of Rs 50 crs and existing facility of Rs 75 crs and Belani NPR Projects LLP of Rs 33.5 crs in the event of default
Security Cover	Security Cover of 2.00 times the outstanding Facility to be maintained at all times.
Guarantees	<p>Corporate Guarantee of RDB Realty & Infrastructure Limited and Belani NPR Projects LLP</p> <p>Corporate Guarantee of RDB Real Estate Constructions Ltd within 15 days of demerger of RDB Realty & Infrastructure Ltd.</p> <p>Note: Corporate Guarantee of RDB Realty & Infrastructure Limited to be released once audited net worth of RDB Real Estate Constructions Ltd exceeds Rs 100 crs subject to lender's approval.</p>
DSRA/ISRA	Amount equivalent to three months interest to be kept as a Term Deposit with Kotak Mahindra Bank Limited and a lien in favour of Lender to be marked on same. The lien so created over the said amount, shall continue until the repayment of the entire Facility and such deposit shall not be released or reduced in part, irrespective of the fact that the Facility has been repaid in part
Other covenants	<p>a. All TDS has to be deposited on timely basis, any delay will attract penal charges</p> <p>b. All promoter/group loans/contribution/advances of the borrower to be sub-ordinate to the</p>

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Deycon LLP

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Kotak Mahindra Investments Ltd.
GN 1865900MH1968PLC047985

3rd Floor, 12 BKC, C-17,
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Registered Office:
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Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051,
Maharashtra, India.

NIRVANA DEYCON LLP

Deepankar Singh
Designated Partner

BELANI NPR PROJECTS LLP
 Nirvana Deycon
 Designated Partner

	<p>proposed Facility however repayment of the same is permitted from borrower's share of project cash flow as per sanction terms. In the event of default, such repayment will not be permitted.</p> <p>c. No change in management control and capital ratio/ capital contribution/ shareholding pattern of the Borrower/Guarantor during the tenor of the loan without prior approval of the Lender</p> <p>d. Any further borrowings by Borrower / against assets offered as security shall require prior written approval of Lender.</p> <p>e. The encumbrance of the Lender shall be declared by the Developer/Promoter on the website of the Regulatory Authority immediately upon creation of such charge/security.</p> <p>f. Borrower to ensure that security is duly insured at all times during the tenor of the loan and shall ensure that KMIL's name is noted as loss payee on the policy. CAR Policy to be obtained/endorsed to KMIL within 30 days from the date of first disbursement.</p> <p>g. Nirvana Devcon LLP and Belani-NPR Projects LLP shall ensure compliance with JDA terms.</p> <p>h. Chartered Accountant certified Net worth certificate to be submitted by all personal guarantors annually and as & when demanded by the Lender.</p> <p>i. As and when demanded, Borrower will provide undated cheque for repayment liability of the loan in favour of Lender. Lender shall be unconditionally and irrevocably authorized to fill the undated cheque and deposit with its bankers. The Borrower shall be absolutely bound as the drawer of the cheque so completed by Lender and shall be liable in the same manner as the cheque was drawn and completed by the Borrower and shall ensure that the cheque is honoured on presentation for payment.</p> <p>j. Lender reserves the right to review the terms of the facility including but not limited to Disbursement terms, Cashflow adjustment etc. basis the various payment plans offered for units sold by the Borrower</p> <p>k. No assets (land, development rights, FSI etc.) of Borrower/ Developer can be transferred/ encumbered directly or indirectly, without prior written approval of Lender.</p>																								
<p>Monitoring Condition</p>	<ul style="list-style-type: none"> • Sale Price Covenant: Minimum selling price of Rs.18,000/- psft on residential and Rs 20000/-psf on commercial to be achieved by Belani NPR Projects LLP. Any shortfall in sales value will have to be routed by borrower through KMBL Escrow Account. • Collection and sales covenant: Following milestones (Cumulative) to be achieved in the proposed project <table border="1" data-bbox="512 1406 1528 1731"> <thead> <tr> <th>Date</th> <th>Cumulative Collections Rs. in Crs</th> <th>Cumulative Area to be sold (BUA in Sq Ft)</th> </tr> </thead> <tbody> <tr> <td>By end of Mar 2024</td> <td>3,51,000</td> <td>250.0</td> </tr> <tr> <td>By end of Sep 2024</td> <td>3,78,500</td> <td>340.0</td> </tr> <tr> <td>By end of Mar 2025</td> <td>4,05,000</td> <td>430.0</td> </tr> <tr> <td>By end of Sep 2025</td> <td>4,33,000</td> <td>530.0</td> </tr> <tr> <td>By end of Mar 2026</td> <td>4,60,000</td> <td>632.0</td> </tr> <tr> <td>By end of Sep 2026</td> <td>4,88,000</td> <td>740.0</td> </tr> <tr> <td>By end of Mar 2027</td> <td>5,05,000</td> <td>840</td> </tr> </tbody> </table> <p>Note: Total area sold as per MIS is 3,10,087 sq ft and Collection as per MIS (excluding GST) as on 30th June 2023 is 147.20 crs</p>	Date	Cumulative Collections Rs. in Crs	Cumulative Area to be sold (BUA in Sq Ft)	By end of Mar 2024	3,51,000	250.0	By end of Sep 2024	3,78,500	340.0	By end of Mar 2025	4,05,000	430.0	By end of Sep 2025	4,33,000	530.0	By end of Mar 2026	4,60,000	632.0	By end of Sep 2026	4,88,000	740.0	By end of Mar 2027	5,05,000	840
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By end of Mar 2027	5,05,000	840																							
<p>Facility / Security Documents</p>	<p>As per Lender's policy</p>																								
<p>Standard Penalties & Charges</p>	<p>As per Annexure B</p>																								

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

5/12

Kotak Mahindra Investments Ltd.
CIN U65900MH1988PLC047956

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Bandra (East), Mumbai - 400 051

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Bandra (E), Mumbai - 400 051,
Maharashtra, India.

NIRVANA DEVCON LLP
Handeep Dey
Designated Partner

Nirvana Devcon
 Handeep Dey
 Designated Partner

End Use of Facilities	The Borrower undertakes that the facilities granted by Lender shall not be used for any other purpose than as specified herein. The borrower to provide an end use certificate for the facility availed during financial year either annually or as and when required by Lender
Submission of Financials	Audited Financial statement for Mar 31 shall be submitted by December 31, every year. Provisional Financial statement for year ended Mar 31, shall be submitted by August 31, every year.
Availability Date	Borrower to take First drawdown on or before 25 th Dec 2023.

PRICING

Rate of interest / Discount	11.10% p.a. fixed The interest shall be recovered by way of ECs/SIs which shall be banked on respective due dates. Lender reserves the right to increase the interest rate on the sanctioned financial facilities, including increasing the interest spread, in the event of downgrade in Borrower's internal or external rating.
Sanction Fees (Non Refundable)	NIL
Price Validity	The above price is valid in case the facility is availed by 15 th October, 2023 (date), beyond this date KMIL has right to modify the price"

Annexure 'B' -

Schedule of Charges		
Type	Deadline	Additional Interest Commission (For the delayed period beyond the deadline)
Audited Annual Report	8 months from close of financial year	Rs.25000/- per month till the audited financials are submitted
Provisional unaudited financials	3 months from close of financial year	Rs.25000/- per month till the provisional financials are submitted
Additional interest Rate	All amounts unpaid on due date	Amounts unpaid on due date shall attract additional interest at 3% p.m., compounded monthly on outstanding/unpaid amount.
Additional Interest Rate	Non-compliance or default of any covenants and/or terms and conditions and/or any escrow/routing conditions as prescribed in the sanction letter and/or facility documents or any deterioration in the Borrower's credit risk profile resulting in the downgrading of Borrower account	Additional interest at 2.00% p.a. on total exposure on the Borrower from the date of non-compliance/default/deterioration till continuation of non-compliance/default/deterioration. (Total exposure calculate as sum of limits of revolving lines and outstanding of non revolving lines).

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

Kotak Mahindra Investments Ltd.
CIN J55900MH1988PLC047986

3rd Floor, 12 BKC, C-12,
G Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

T +91 022 62185320
F +91 022 62215400
www.kotak.com

Registered Office:
27BKC, C 27, G Block
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051,
Maharashtra, India.

NIRVANA DEVCON LLP

(Signature)
Designated Partner

6/12
(Signature)
Designated Partner

Annexure
 Nirvana Devcon LLP
 Authorized Signatory

Solvency Certificate		INR 100,000/- per issuance. It is agreed and understood by the Borrower that issuance of a solvency certificate shall be at the absolute and sole discretion of KMIL and KMIL may refuse issuance of such certificate in exercise of its discretionary right.
End use Certificate	As stipulated in SL	INR 25000/- per month until the certificate is submitted after due date
Net Worth Statements	As stipulated in SL	INR 25000/- per month until the certificate is submitted after due date
VARIABLE CONDITIONS		
Insurance Policy/ Cover Note	Cover note: 15 days from expiry of existing policy; Renewed policy: 30 days from expiry of existing policy (for Take over cases Insurance to be completed within 45 days from the date of first disbursement.)	Rs.25,000/- per month until the policy is submitted.
Prepayment of Loans	As per Borrower's request	Prepayment charge of 2.00 % pa. not exceeding 2.00% of the outstanding loan amount
Non-Creation of Security	<ul style="list-style-type: none"> • NOC/PTM • NA • Pari passu letters • NA • Hypothecation of current assets and moveable fixed assets • Mortgage • Within 15 days of first disbursement. 	<p>Additional interest at 2% p.a. (over and above normal rate charged) for delay up to 180 days.</p> <p>Beyond 180 days, the KMIL reserves the right to recall the advance or charge higher additional interest.</p> <p>(Additional interest calculated on sum of limits of revolving lines and outstanding of non-revolving lines of both fund and non-fund based limits to which the security extends)</p>
NOC issuance		Rs 2000/- per NOC

Annexure 'C'

COMMON CONDITIONS FOR REAL ESTATE BORROWERS:

Other conditions	<p>1. Lender reserves the right at any point of time, to revoke or cancel the Facility(ies) sanctioned and/or vary, alter, modify or rescind, amend or change any one or more of the terms & conditions of the Facility, at Lender's sole discretion, with such notice as Lender may deem reasonable & without assigning any reasons. As regards the un-utilised limits, if any under the Facility(ies), Lender reserves the right at any point of time, to revoke or cancel and/or vary, alter or modify the said un-utilised limits, at Lender's sole discretion, without prior notice & without assigning any reasons thereof.</p> <p>Please note that Lender reserves the right at any point of time to vary, alter, modify or rescind the provision/s of this/these Facility (ies) at the sole discretion of Lender and any request for</p>
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3rd Floor, 12 BKC, C-12,
G Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

T +91 022 62185320
F +91 022 62215400
www.kotak.com

Registered Office:
27 BKC, C 27, G Block
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051,
Maharashtra, India.

NIRVANA DEVCON LLP
(Signature)
Designated Partner

7/12

Nirvana Devcon LLP
 Annexure C
 Nirvana Devcon LLP

extension/ enhancement / renewal of this facility (ies) / limit(s) is at the sole discretion of Lender and shall be subject to the fulfillment of terms and conditions as prescribed by Lender.

It is clarified that Lender shall be entitled to vary any of the facilities sanctioned, by issue of such further letters to the Borrower as Lender may deem fit. Such further letters issued by Lender modifying the facilities shall be considered to be part of this sanction letter and any reference to sanction letter shall be deemed to be reference to such further letter also.

2. Lender shall be entitled to vary/change the rate of interest (including but not limited any change as may be directed by Reserve Bank of India and/or any other regulatory /statutory body and / or change in credit rating (internal or external) of the borrower) from time to time or vary/change the method of computation of such rate of interest or to charge an additional or penal rate by sending to the Borrower an intimation in that regard. Upon intimation of such change/ variation in the interest rates Borrower shall be deemed to have consented to such change.
3. Security to be legally and technically clear to the satisfaction of Lender at any point of time of the financial facilities and the Borrower shall ensure and cause to ensure execution (including registration with sub-registrar) such documents as may be required by Lender.
4. The borrower to get the valuation done of the properties offered as security periodically as and when requested by the lender from empanelled valuer of lender or any other reputed valuer as may approved by the lender. Borrower to bear all the cost of such valuation. If Borrower is not providing and Lender bears such cost, the same shall be reimbursed by the Borrower or debited to the loan account of the Borrower.
5. The Borrower undertakes herein that no consideration whether by way of commission, brokerage fees or any other form, would be paid/has been paid by them to the Guarantor/s, directly or indirectly, whatsoever, for granting Guarantee for the loan facility granted/availed vide this sanction letter.
6. The physical draft of the Loan/Facility Agreement and other documents provided to the Borrower are acceptable to the Borrower including the terms and conditions contained therein.
7. In case of delay or default in repayment of any of the facilities availed by the Borrower from the Lender or any other bank or financial institution, the Borrower shall not allow any pay-out by way of salary to directors (other than professional directors) / partners or by way of interest to other subordinate lenders or by way of dividend to shareholders
8. Borrower will be compliant with all national laws relating to social & environmental regulations including ensuring that equipment installed are compliant with pollution control regulations
9. All the facility and security documents executed by and between the Borrower and Lender from time to time inter-alia the guarantee(s) so executed earlier shall remain valid, effective, binding and subsisting during the tenor of these facilities.
10. Irrespective of the description of facilities mentioned hereinabove as secured facilities the securities /additional securities furnished by the Borrower from time to time shall secure the aggregate secured facilities granted/to be granted by the Lender from time to time notwithstanding the individual facility limits or for interchanging within the individual facility limits granted within aggregate secured limits
11. At all times the Borrower shall ensure compliance of Real Estate (Regulation and Development) Act, 2016 and the rules made and updated from time to time thereunder ("The RERA Act") applicable to the project. Consequent to any modification in The Act or issuance of any notification, circular or Rules pursuant to The Act, the Lender shall be entitled to modify terms and conditions of the Facility granted herein/already granted, commensurate to The Act and any such changes, which shall be acceptable and binding to the Borrower/Mortgagors /Security provider".
12. Project shall be insured for all risks. Insurance policy copy to be furnished to the Lender.

BELAN IPT PROJECT

Anurag Sinha

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

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Kotak Mahindra Investments Ltd.
CIN UG5900MH1986PLC047986

3rd Floor, 12 BKC, C-12,
G Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

T +91 022 62185320
F +91 022 62215400
www.kotak.com

Registered Office:
27BKC, C 27, G Block
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051,
Maharashtra, India.

NIRVANA DEVCON LLP
Anurag Sinha
Designated Partner

	<p>13. The Borrower / Security Provider cannot, without prior written consent from the Lender, raise any further loans/ facilities against the assets offered as security for facility/ies of the Company.</p> <p>14. The Borrower shall not, without prior written consent of the Lender, undertake any Reduction/ change in promoter shareholding/ change in promoter directorship resulting in change in management control.</p> <p>15. In order to comply with the directions issued by Reserve Bank of India it is agreed between the parties that notwithstanding anything contrary contained either in the Facility / Security Agreements or their schedules or any other letter, agreement with respect to the rate of interest, its calculation/ methodology of computation and all the terms relating to the rate of interest, the rate of interest computation methodology mentioned in the Sanction Letter shall apply and such terms shall prevail over the interest rate clauses wherever they are mentioned in the Facility / Security Agreements or any other letter, agreement without any further act or deed between the Parties. Accordingly wherever Prime Lending Rate / Bench mark Rate / Base Rate / Reference Rate is mentioned the same be substituted and be read and understood as Applicable MCLR herein specified.</p> <p>16. Lender shall be entitled to vary / change the rate of interest (including any change as may be directed by Reserve Bank of India and / or any other regulatory / statutory body) from time to time or method of computation of such rate of interest or to charge an additional or penal rate and send to the Borrower an intimation in that regard. Upon intimation of such change / variation in the interest rates Borrower shall be deemed to have consented to such change / variation. The Borrower agrees / undertakes to pay interest at the rates as may be revised from time to time.</p>
CREDIT CLAUSES	<p>1. If required by Lender, the Borrower to get Lender facilities rated from an approved credit rating agency. A copy of the rating letter issued by the said credit rating agency to the Borrower to be submitted to Lender.</p>
Regulatory Compliance	<p>1. NBC Guidelines: *The borrower shall ensure :</p> <ol style="list-style-type: none"> to disclose in the pamphlets, brochures etc., the charge of Lender over the mortgaged property/project and shall obtain the prior NOC / permission of Lender for the sale of flats/ property etc. to append/publish the information relating to the mortgage/charge of Lender over the mortgaged property/project, while publishing an advertisement of the scheme in the newspapers, magazines etc.. All inflows related to the project will be routed through Project Escrow account to be opened with Kotak Mahindra Bank Limited to submit monthly statements/reports of project cost incurred, sales and all the material information. Lender shall be entitled for periodic inspection of the project site by a team of Lender/empanelled agency. <p>2. NDMA Guidelines: The borrower shall obtain prior permission from the government /local governments, other statutory authorities for the project under construction/ to be constructed, wherever required. Further the Borrower shall ensure that the project/s is/are in line with provisions of The National Building Code and National Disaster Management Authority guidelines, such as general building requirements, fire safety requirements, stipulations regarding materials, structural design and construction (including safety), building and plumbing services, etc. Additionally borrowers shall ensure that the safety related codes and regulations as specified in NBC-2005 and as amended from time to time and various Indian standards are complied with and the designs of the proposed buildings and structures are multi-disaster-resilient."</p>

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Kotak Mahindra Investments Ltd.
 CIN U65900MH1988PLC047986

3rd Floor, 12 BKC, C-12,
 G Block Bandra Kurla Complex
 Bandra (East), Mumbai - 400 051

T +91 022 62165330
 F +91 022 62215400
 www.kotak.com

Registered Office:
 27BKC, C 27, G Block
 Bandra Kurla Complex,
 Bandra (E), Mumbai - 400 051,
 Maharashtra, India.

NIRVANA DEVCON LLP

Madhupriya
 Designated Partner

Madhupriya
 Designated Partner

BELMAREN PROJECTS LLP
 Nirvana Devcon
 Authorized Signatory

	<p>it shall be the responsibility of the Borrower/s to ensure, that the mortgagor/security provider, shall obtain prior permission from the government /local governments, other statutory authorities for the project/s, wherever required and that the project/s is/are in line with provisions of The National Building Code and National Disaster Management Authority guidelines, such as general building requirements, fire safety requirements, stipulations regarding materials, structural design and construction (including safety), building and plumbing services, etc. Additionally Borrower/s shall ensure that the Mortgagor/security provider duly complies, with the safety related codes and regulations as specified in NBC-2005 and as amended from time to time and various Indian standards and the designs of the proposed buildings and structures are multi-disaster-resilient."</p>
Cross Default Clause	<p>In addition to any general lien or similar right to which Lender is in law generally entitled, Lender may at its discretion use and enforce its right of set-off and cross default between all the facilities sanctioned to you, without any intimation.</p> <p>For the purposes of cross default: "Indebtedness of the Borrower" means any indebtedness in respect of monies borrowed or liabilities contracted (including under guarantees, indemnities, hire purchase and leasing) of the Borrower towards Lender and shall be deemed to include any indebtedness of any associate/affiliate of the Borrower or a person or entity related to the Borrower, towards Lender and any indebtedness of the Borrower and/or of any associate/affiliate of the Borrower or a person and entity related to the Borrower towards any subsidiary/ associate/affiliate company of Lender.</p> <p>You agree and confirm that Lender may at its absolute discretion appropriate any payments made by you under this facility towards another agreement or transaction entered into by you and/or towards any other indebtedness of the Borrower and such appropriation shall be final and binding upon you and you shall continue to remain liable to Lender for payment of dues under this facility in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by you or towards another indebtedness of the Borrower. In addition, you hereby expressly give Lender the power to sell/transfer or otherwise dispose of any and all security created in favour of Lender under the security documents or deposited with Lender or under its possession or control and appropriate the same towards satisfaction of amounts due to Lender on account of another agreement or transaction entered into by you and/ or the Indebtedness of the Borrower.</p> <p>It is also agreed, acknowledged and understood by you that if you commit a default under this Facility/ies then such default shall be and deemed to be a default of all the other facilities availed of by you, and notwithstanding anything contrary elsewhere contained in any writing or otherwise, and Lender shall regard all borrowings by you as immediately due and payable and Lender shall be entitled to recall all the facilities granted to you and also utilize and enforce any mortgage, charge, pledge, hypothecation, lien or any other security interest ("Security") created and subsisting as of date towards recovery of its dues under the facilities.</p>
Stamp duty & Charges (Documentation, Registration, Title Search, ROC Search, Valuation, Insurance etc.)	<p>On actual amounts expended, to be borne by the Borrower.</p>
Taxes, duties, costs and expenses	<p>All taxes, duties and levies as to be borne by the Borrower.</p>

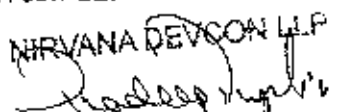
Approved by
 Director
 Kotak Mahindra Securities Ltd.

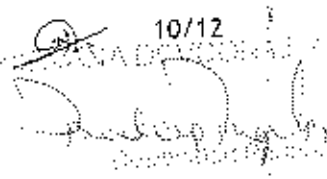

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 Kotak Mahindra Investments Ltd.
 GUNJ65900MH1908PLC3+2996

3rd Floor, 12 BKC, C-12,
 G Block Bandra Kurla Complex
 Bandra (East), Mumbai - 400 051

T +91 022 62185323
 F +91 022 62215460
 www.kotak.com

Registered Office:
 27BKC, C 27, G Block
 Bandra Kurla Complex,
 Bandra (E), Mumbai - 400 051,
 Maharashtra, India.


NIRVANA DEVCON LLP
 Designated Partner

10/12


	<p>All charges / fees and any amounts payable under these facilities by the Borrower to Lender as mentioned herein do not include any applicable taxes, levies including service tax etc and all such impositions shall be borne by the Borrower additionally</p>
<p>Account Transactions and Monitoring</p>	<ul style="list-style-type: none"> ▪ The borrower shall ensure that (a) Notice disclosing charge of Lender with such content as may be approved by the Lender, put up at prominent place in the project, (b) it would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/magazines etc and (c) it would indicate in their pamphlets/brochures, that they would provide No Objection Certificate (NOC)/permission from Lender for sale of flats/property. ▪ An. NOC from the Lender or its authorized nominee is required before sale / transfer of property offered as security and all payments towards the flats shall be directly made in the Escrow Account to be opened with the Kotak Mahindra Bank Limited. ▪ All inflows related to the property offered as security will be routed through Escrow account to be opened with the Kotak Mahindra Bank ▪ Periodic inspection of the property by a team of the Lender/empanelled agency. Cost of audit and inspection shall be borne by the Borrower. ▪ Subject to our prior written approval for transfer of property offered as security, in the agreement to be executed with each purchaser, you will explicitly mention about charge of the Lender and the Escrow Account number, where such purchaser is required to deposit the consideration and before demanding first disbursement, you will submit a self-certified draft of such agreement. <p>(a) Periodic MIS: On a monthly basis, the following details pertaining to the project shall be furnished to the Lender, duly distinguishing between different types of apartments/units:</p> <ul style="list-style-type: none"> ▪ Unit wise sales MIS ▪ Number of apartments/units booked, cancelled during the given period ▪ Cumulative number apartments/units booked. ▪ Collections from allottees during the period and cumulative collections. ▪ Number of apartments/units for which conveyance deed was executed during the given period and cumulative number. ▪ Cumulative cost incurred on project. ▪ Total estimated cost/revised cost for the project and residual cost to be incurred. ▪ The Lender reserves the right to verify the status report on the vendors / contractors. ▪ Payment plans offered unit wise ▪ Home loan details availed by Buyers ▪ Copies of CA Certificate, Engineer Certificates, Architect Certificates etc. submitted to RERA and as & when demanded by the Lender ▪ Any other details as may be stipulated by the Lender. <p>(b) Self-declaration shall be submitted by the borrower confirming the estimated residual collections/receivables from the project and the estimated residual cost for completion as and when required by lender</p>
<p>Others</p>	<p>This letter of offer shall stand revoked and cancelled and shall be absolutely null and void if:</p> <ul style="list-style-type: none"> • There are any material changes in the proposal for which the said Loan is sanctioned. • Any material fact concerning your profits, etc., or ability to repay, or any other relevant aspect of your application of loan is withheld, suppressed, or concealed or not made known to us. • Any statement made in the loan application is found to be incorrect or untrue. • Any information as may be required by the Lender from time to time pertaining to the project is not furnished in the form prescribed/approved by the Lender

BELAHIRI PROJECTS LLP

 Anurag Sankar
Authorized Signatory

Ref. No.: CRE/KMIL/0132/2023-24 Nirvana Devcon LLP

11/12

Kotak Mahindra Investments Ltd.
GN U65900MH1988PLC047986

3rd Floor, 12 BKC, C-12,
G Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

T +91 022 62185320
F +91 022 62215400
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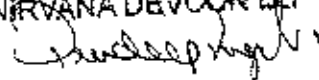
NIRVANA DEVCON LLP

Radheep Singh
Designated Partner

Radheep Singh

<p>Events of Default (ECD)</p>	<ul style="list-style-type: none"> • As provided under the Transaction Documents. • If due date of a loan account is March 31, 2021, and full dues (interest / principal instalment / EMI) are not received by Kotak Mahindra Investments Limited (KMIL) before day-end of March 31, 2021, the account will be considered as overdue with reference to due date and will be tagged as SMA 0. If the account continues to remain overdue and all dues are not regularised by April 30, 2021, then the account gets tagged as SMA-1 as on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. If the account continues to remain overdue, account gets tagged as SMA-2 as of May 30, 2021 and if continues to remain overdue further, accounts gets classified as NPA at day end on June 29, 2021. <p>* The date(s) mentioned hereinabove are for illustrative purpose only.</p> <p>Please take note that Special Mention Accounts (SMA) / Non Performing Asset (NPA) reporting is done at Borrower level as per the applicable regulatory guidelines and thus, overdue in any one account of the Borrower will result in reporting of the Borrower as SMA or NPA as the case may be.</p>
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NIRVANA DEVCON LLP

 Designated Partner

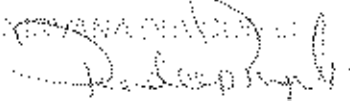


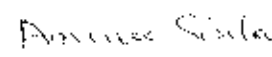
Kotak Mahindra Investments Ltd.
 CIN U65900MH1998PLC047986

3rd Floor, 12 BKC, C-12,
 C Block Bandra Kurla Complex
 Bandra (East), Mumbai - 400 051

T +91 022 62185320
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Registered Office:
 27BKC, C 27, G Block
 Bandra Kurla Complex,
 Bandra (E), Mumbai - 400 051,
 Maharashtra, India.

NIRVANA DEVCON LLP

 Designated Partner

12/12
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 Authorized Signatory

NIRVANA DEVCON LLP

Regd. Off: Bikaner Building, 8/1, Lal Bazar Street, 1st Floor, Room No. 11, Kolkata -700 001,
LLPIN: AAE-9340, Email id: secretarial@rdbindia.com, Phone: +91 33 4450 0500

LETTER OF AUTHORITY AND CONFIRMATION

TO:

KOTAK MAHINDRA INVESTMENTSLIMITED,
22 Camac Street, 5th Floor, Block-B,
Cabin -5001, Kolkata- 700018

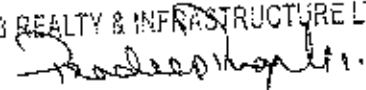
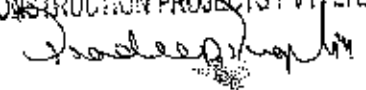
Kind Attention: Mr. Rajeev Kumar

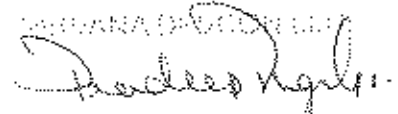
Dear Sirs,

Re: Availment of certain financial facilities by person as fully described in **Item No. 1 of Schedule-1** herein ("Borrower"), to the extent of an aggregate amount as described in **Item No. 2 of Schedule-1 ("Facilities")**, from time to time, from one or more person as described in **Item No. 3 of Schedule-1** herein ("Lenders").



1. I/We hereby state that the persons as described in **Schedule-3** herein, are the present partners of the firm as described in **Schedule-3** herein, a partnership firm constituted under the Deed of Partnership dated of which is/are described in **Schedule-3** herein, including any amendment therein from time to time ("**Partnership Deed**") and having its principal place of business at the place as described in **Schedule-3** herein (the "**Firm**").
2. I/We understand that Firm as Borrower is desirous of availing of or has availed of, from Lenders, the Facilities. I/We understand that one of the terms on which the Lenders have agreed to provide / provided the Facilities to the Firm is that the Firm shall create the following security interests, to secure the discharge by the Firm of its obligations in relation to the Facilities:
 - (a) the creation of such document to provide security over assets movable as well as immovable and all right, title, interest and benefit thereof the details whereof are provided for in **Schedule 2** hereto ("**Secured Assets**") and such other assets as may be required;
 - (b) the provision of the Facilities to the Firm, in the manner and upon the terms and conditions provided for in the terms of the Facilities, a copy whereof has been provided to each of the Partners.
3. In light thereof, I/we hereby state as follows
 - (a) I/We are aware that Firm has been sanctioned/provided Facilities by the Lenders, in the manner

For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD.  Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD.  Director Authorised Director/Signatory
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NIRVANA DEVCON LLP

 Authorized Partner

27 SEP 2023
 DELANI NPR PROJECTS LLP
 Anviva Sinha
 Authorised Signatory

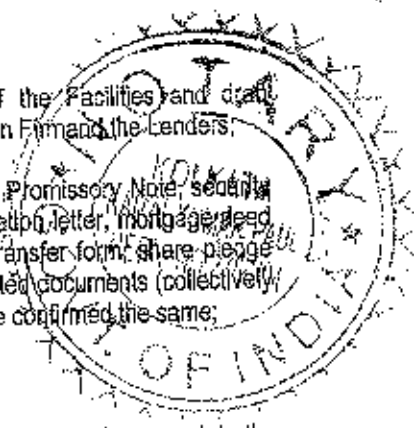
Page 1 of 7 of Partner Authority Letter
KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No -270002
 C.M.M.'s Court
 2 & 3 Bankshall Street
 Kolkata-700001

and upon the terms and conditions contained in the terms of the Facilities and draft agreements for the Facilities which shall be executed by and between Firm and the Lenders;

(b) We have examined the drafts of the Facility Agreement, Demand Promissory Note, security documents, pledge agreement, hypothecation agreement, appropriation letter, mortgage deed / memorandum of deposit of title deeds with declaration, share transfer form, share pledge instruction, power of attorney, Escrow Agreement and other connected documents (collectively the "Transaction Documents") to be executed by the Firm and have confirmed the same;

(c) We hereby authorise:

- (i) The provision by the Firm to borrow, renew, extend, reschedule and re-negotiate the Facility and provide security of Secured Assets to secure the obligations of the Firm in respect of the Facilities;
- (ii) To provide security for and on behalf of the Firm from time to time in the form of mortgage, pledge, hypothecation, charge or mortgage in any manner, with or without deposit of title deeds, over the Secured Assets of the Firm including land with all or any rights, income, accession therefrom, the finished, unfinished, constructed, half constructed, under construction, fully sold, agreed to sale, flats, units, premises of any nature whatsoever with development rights thereon and all development potential rights and all the income, accruals, benefits and receivables therefrom and to give such other securities as may be demanded by the Lender from time to time to secure the obligations of the Firm in respect of the Facilities.
- (iii) To provide security for and on behalf of the Firm from time to time in the form of pledge, hypothecation, charge, lien, negative lien, non-disposal undertaking and such other form along with or without handing over of any equity share certificate, security certificate, fixed deposit receipt or any instrument of such nature, and over the movable assets, book debts, claims of the Firm in such manner as may be demanded by the Lender from time to time to secure the obligations of the Firm in respect of the Facilities.
- (iv) To execute Transaction Documents, escrow agreements and all agreements and such other document(s) as may be required by the Lender including documents with respect to trusteeship or custodial arrangement with one or more trustees and to do such acts, deeds and things for and on behalf of Firm, for the purpose of enabling the Firm to avail, renew or extend the Facilities from the Lenders and/or for the purpose of creating security for the due repayment of the Facilities.
- (v) To draw, accept, sign, endorse, negotiate and deliver on behalf of Firm cheques, bills of exchange and that the Lender is entitled to act upon the faith of any cheque, promissory note or other documents so signed by the Partners in the name and on behalf of Firm.
- (vi) To execute the Escrow agreement and/or other documents for the opening of Escrow Account, the deposit of the Receivables (as defined in Escrow Agreement) into the Escrow Account and the operation and closure of the Escrow Account, in the manner



For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD. <i>Shadab Nigam</i> Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD. <i>Shadab Nigam</i> Director Authorised Director/Signatory
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BELANI NPH PROJECTS LLP

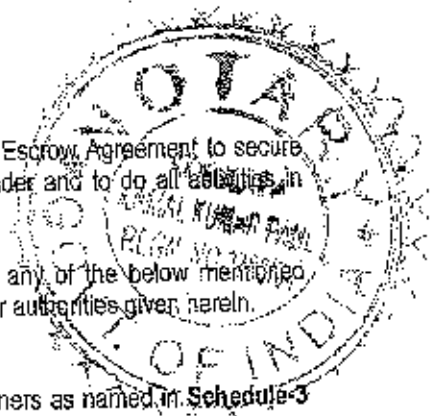
Page 2 of 7 of Partner Authority Letter

Shadab Nigam
Authorised Signatory

Amruva Simha
Authorised Signatory
27-SEP-2023

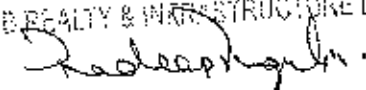
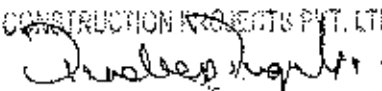
KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 270054
C.M.A.'s Court
2 & 3 Barksdale Street
Kolkata-700005


and upon the terms and conditions provided for in the Escrow Agreement to secure the Facility and to give necessary authority to the Lender and to do all activities in respect of the borrowing and security.

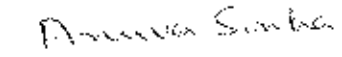


- (vii) To authorize any employee of the Firm, severally by any of the below mentioned Authorized Partners to carry out the activities under their authorities given herein.
- (d) In light of the above, I/we hereby appoint and authorise the partners as named in **Schedule-3** herein, jointly and severally ("**Authorised Partners**"), with full power and authority
 - (i) to execute, sign and negotiate, on behalf of the Firm, all documents, application forms, agreements and writings which may be required to be executed by the Firm, in respect of the captioned Transaction Documents and any amendment deeds/supplemental agreements thereto and to otherwise, do all such acts, deeds and things referred hereinabove, including *inter alia* execute or ratify all such documents whatsoever as may be required in connection with the Facilities including without limitation the opening, operating, modifying and closure of bank accounts (including the Escrow Account) and to do correspondences with the Lenders, bankers, trustees for any matter of the Facility and assets of the Firm.

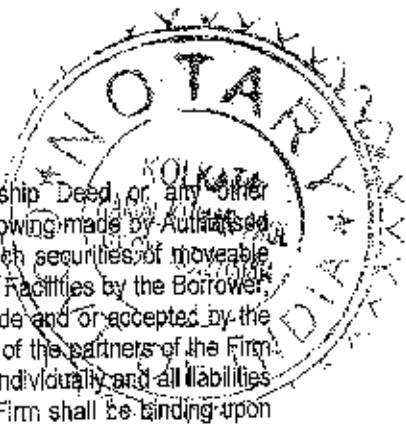
4. I/We hereby agree and undertake that I/we shall not commit or omit to do, whether intentionally or otherwise, and whether directly or indirectly, any act, deed or thing which could or has the effect of rendering the power and authority of the Authorised Partners, nugatory. I/We have read all the terms and conditions and covenants of the Sanction Letter as mentioned in the **Schedule 1** herein and the Transaction Documents and I/we do hereby jointly and independently ratify and confirm whatever is stated therein and I/we also agree and undertake to comply with all the obligations of the Firm as mentioned therein.
5. Notwithstanding, the event of any further change occurring in the Firm by the introduction of any new partner or resignation, retirement, death, expulsion or insolvency of any Partner or the dissolution of Firm, each Partner shall be jointly or severally responsible for repayment of the Facilities granted to the Firm, in their individual capacity.
6. I/We jointly or severally, confirm and undertake that the constitution of the Firm, change in capital structure or expulsion or retirement of any partner shall not be made without prior written permission of the Lender and any partner so discontinued or retired after permission of the Lender shall be continued to be liable for all the transaction, dealings, activities, liabilities, securities, responsibilities created or done by Firm till the complete repayment of the Facilities availed.
7. I/We shall not amend the Partnership Deed without prior written consent of the Lender. I/We shall not take any action for dissolution of the Partnership till the payment of all outstanding amount under the Facility.
8. it is further understood that I/we shall be jointly or severally liable in person, for all acts deeds and things both in my/our individual capacity and in my/our capacity as partners of the Partnership Firm.

For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD.  Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD.  Director Authorised Director/Signatory
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 Kamal Kumar Paul
 Notary Public of India


 Anurag Sinha
 Authorised Signatory
 27 SEP 2023

KAMAL KUMAR PAUL
 NOTARY PUBLIC OF INDIA
 Regd. No. 378004
 C.M. & Co. Court
 2 & 3 Central Street
 Kolkata - 700001



9. Without prejudice to what is stated above,

(i) We agree that notwithstanding anything contained in Partnership Deed or any other agreement, any guarantee or security given or facility taken or borrowing made by Authorised Partners or authorized employee on behalf of the Firm and all such securities of moveable and/or immoveable assets given to the Lender for repayment of the Facilities by the Borrower shall be deemed to have been so made and all instruments so made and/or accepted by the Firm for the purpose of Firm under the express or implied authority of the partners of the Firm conferred by all and each of them upon the others or other of them individually and all liabilities created by any of the abovementioned partner/s on behalf of the Firm shall be binding upon the Firm and all the partners, jointly and severally.

10. It is further understood that the authority granted to the Authorised Partners shall be treated as express authority by all the partners of the Firm to the Authorised Partners and the Lenders can place reliance on the same without any further verification.

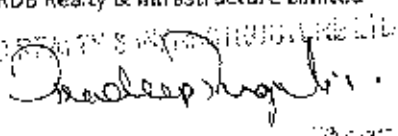
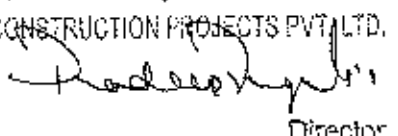
11. We confirm that each signatory to this letter has been signed the same in a personal capacity as well as in the capacity as a Partner of the Firm which is if signed without stamp of the Firm shall be binding to the Firm.

12. It is further understood that we shall be jointly or severally liable in person, for all acts deeds and things both in my/our individual capacity and in my/our capacity as partners of the Firm.

13. The expression 'Partner' in this letter shall mean partners of the aforesaid Firm and shall be deemed to mean and include the partners or partner for the time being of the Firm and the survivors or survivor of them in relation to the respective estate of each partner, their respective heirs, executors and administrators in relation to the respective estate of each partner.

SCHEDULE-1

Item No.	Particulars	Description
1	Name and Address of the Borrower	NIRVANA DEVCON LLP, [PAN AAMFN9689E and Regn. No. AAE-9340 a LLP Firm duly incorporated under the provisions of the LLP ACT 2008, and existing under the laws of India and having its registered office at 8/1, Lal Bazar Street,
2	Facility amount Rs.	Rs 50,00,00,000/- (Rupees Fifty Crores Only) sanctioned vide sanction letter bearing number CRE/KM:L/0132/2023-24 dated 27 th September 2023
3	Lenders	Kotak Mahindra Investments Ltd., having its Registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and office at 22 Carnac Street, 5th Floor, Block- B, Cabin -5001, Kolkata- 700016

For RDB Realty & Infrastructure Limited  Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD.  Director Authorised Director/Signatory
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BELANI NPR PROJECTS LLP

Page 4 of 7 of Partner Authority Letter



Anurag Singh
Authorised Signatory

27 SEP 2023

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Recd. No. - 2023/04
C.M.A.'s Office
2 & 3 Bhatnagar Street
Kolkata - 700016



**SCHEDULE 2
DESCRIPTION OF THE SECURED ASSETS**

"All those piece and parcel of land admeasuring approx 3.97 Acres (approx.) equivalent to 240.5 cottahs (approx) of all that piece and parcel non-agricultural, unreserved and unencumbered leasehold land (being leased by West Bengal Transport Corporation Limited (previously known as The Calcutta Tramways Company (1978) Limited) by virtue of registered lease deed dated 15th September 2016 bearing registration number 190106951 for the year 2016] and the units/structures/constructions constructed / to be constructed thereon forming part of Project "Sanctuary" as per the approved plan bearing reference number 2021100111 dated 13th December 2021 situated at municipal Premises no.257/A, Doshpran Sasmal Road, Kolkata, under P.S. Jadavpur, municipal Ward no.94 within the limits of Kolkata Municipal Corporation, West Bengal-700 033, India, more particularly demarcated in the plan/map annexed herewith as Annexure - 3 and bounded as under :-

NORTH: By Jubilee Park Road
SOUTH: By Tollygunge Depot of CTC
EAST: By Jubilee park
WEST: By Doshpran Sasmal Road.

INCLUDING unsold or not agreed to sale for 85 Units comprised in 1,62,359 sq ft area, in the project "Sanctuary" as listed in ANNEXURE- 2 AND Receivables from 143 units comprised in 2,57,292sq ft. area already agreed to be sold as listed in ANNEXURE - 3 (any unit which is already agreed to sale or sold as per Annexure-3 herewith, is getting cancelled for sale OR name of any purchaser is getting altered shall be considered as cancelled and both these type of units shall in such situation be considered as unsold or not agreed to sale under security and mortgaged herein).

ALONG WITH all the right, title, interest thereon including all the structures existing and future constructions to be made thereon ALONG WITH all the rights of owner, development rights (by virtue of development agreement/s, power of attorney and other deeds, documents and instruments), benefits, claims, FSI/FAR, TDR and compensation available and to be available in future along with benefits of all approvals obtained from civic authorities and construction related authorities ALONG WITH all other liquid assets including stock in trade and the movables, raw materials being used in the construction on and out of the above mentioned lands and structures along with all the benefits, receivables present or in future, all the trees, hedges, ditches, wells, common ways, access, drains, water sources, liberties, privileges, easements, authorities, approvals, permissions, advantages and appurtenances whatsoever arising out of the abovementioned properties."

**SCHEDULE - 3
(Details of the Partnership Firm)**

Name of the Partnership Firm	M/s. Nirvana Devcon LLP (LLPIN No: AAE-9340 and PAN AAMFN9689E), 8/1, Lal Bazar Street, 1st Floor Bikaner Building, Room No-11 NA Kolkata 700001
Place of Business of the Firm	8/1, Lal Bazar Street, 1st Floor Bikaner Building, Room No-11 NA Kolkata 700001

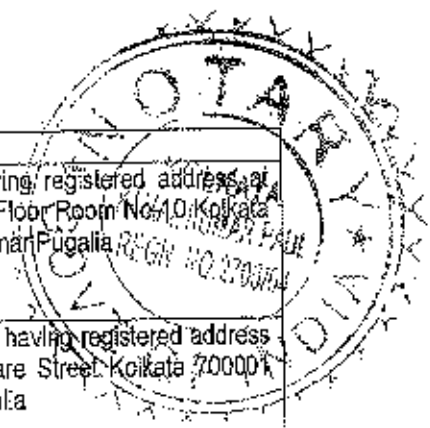
For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD. Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD. Director Authorised Director/Signatory
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Page 5 of 7 of Partner Authority Letter

Anurag Sinha
27 SEP 2023

Anurag Sinha
27 SEP 2023

KAMAL KUMAR HALI
NOTARY GOVT. OF INDIA
Roll No.-2700V04
C.M.M.'s Court
2 & 3 Banskahal Street
Kolkata-700001



Dates of Incorporation	15/10/2015
Name and Details of Partner-1	RDB Realty & Infrastructure Limited having registered address at Bikaner Building 8/1, Lalbazar Street 1st Floor Room No.10, Kolkata 700001, Represented By Mr. Pradeep Kumar Pugalia Email ID: accounts@rdbindia.com Mobile No: 033-44500500, 9007014447
Name and Details of Partner-2	Raj Construction Projects Private Limited having registered address at 8/1 Lal Bazar Street 1st Floor P S Hare Street Kolkata 700001, Represented By Mr. Pradeep Kumar Pugalia Email ID: accounts@rdbindia.com, Mobile No:033-44500500, 9007014447
NAME AND SIGNATURE OF AUTHORISED PARTNERS	
Mr. Pradeep Kumar Pugalia	NIRVANA DEVCON LLP Designated Partner

Date : 29/09/2023

Place : Kolkata

Yours faithfully,

NIRVANA DEVCON LLP

 Designated Partner

For each of the Partners of the time being of the Partnership Firm

Sr.no	Name of Partners	Signature of Partners (with stamp if corporate partner)
1	RDB Realty & Infrastructure Limited, through its authorised director Mr. Pradeep Kumar Pugalia	For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD. Authorised Director / Signatory Director
2	Raj Construction Projects Private Limited, through its authorised director Mr. Pradeep Kumar Pugalia	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD. Authorised Director / Signatory Director

Before Me,

(Notary)

For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD. Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD. Director Authorised Director/Signatory
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Signature Arrested Only on Identification of Ld. Associate

Page 6 of 7 of Partner Authority Letter

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Kolkata, West Bengal -

KAMAL KUMAR PAUL
 NOTARY GOVT. OF INDIA

Regd. No. 270004

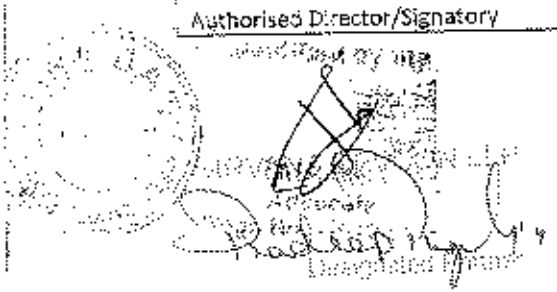
C.M.M.'s Court

2 & 3 Bankshall Street

27 SEP 2023

NIRVANA DEVCON LLP

Authorised Signatory



Annexure – 1 Land Area Map : As Attached

Annexure – 2 (List of unsold or not agreed to be sold units): As Attached

Annexure – 3 (List of sold units): As Attached

Annexure – 4(Car Parking Details): As Attached



For RDB Realty & Infrastructure Limited RDB REALTY & INFRASTRUCTURE LTD. <i>[Signature]</i> Director Authorised Director/Signatory	For Raj Construction Projects Private Limited RAJ CONSTRUCTION PROJECTS PVT. LTD. <i>[Signature]</i> Director Authorised Director/Signatory
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[Signature]
Authorised Signatory

27 SEP 2023
DELANI NPP PROJECTS LLP
Anuja Sinha
Authorised Signatory

Page 7 of 7 of Partner Authority Letter

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700021

BELANI NPR PROJECTS LLP

Belani
DESIGNATED PARTNER

BELANI NPR PROJECTS LLP

Belani
DESIGNATED PARTNER

NIRVA PROJECTS
D. Singh

NIYANA DEVCON LLP

Devendra Singh
Designated Partner

HDB REALTY & INFRASTRUCTURE LTD.

Devendra Singh
Director

RAJ CHS CONSTRUCTION PROJECTS PVT. LTD.

Devendra Singh
Director



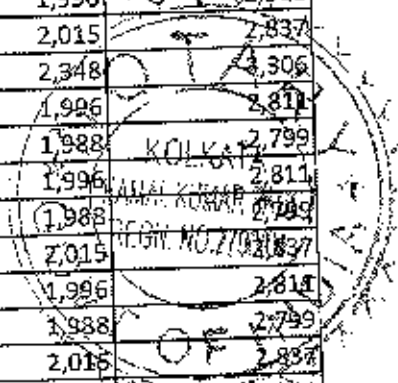
SITE PLAN

17 SEP 2013

BELANI NPR PROJECTS LLP
Pune, India

List of UnSold Units as on 31st Aug,23 for the Project Santuary

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
1	5A	5	Tower 1	1,679	1,988	2,799
2	5B	5	Tower 1	2,003	2,378	3,348
3	6A	6	Tower 1	1,679	2,015	2,837
4	6B	6	Tower 1	2,003	2,351	3,311
5	7B	7	Tower 1	2,003	2,348	3,306
6	8A	8	Tower 1	1,679	1,988	2,799
7	8B	8	Tower 1	2,003	2,378	3,348
8	9A	9	Tower 1	1,679	2,015	2,837
9	9B	9	Tower 1	2,003	2,351	3,311
10	10A	10	Tower 1	1,679	1,986	2,811
11	10B	10	Tower 1	2,003	2,348	3,306
12	11B	11	Tower 1	2,003	2,378	3,348
13	12B	12	Tower 1	2,003	2,351	3,311
14	13A	13	Tower 1	1,679	1,996	2,811
15	13B	13	Tower 1	2,003	2,348	3,306
16	15A	15	Tower 1	1,679	2,015	2,837
17	17B	17	Tower 1	2,003	2,617	3,684
18	19B	19	Tower 1	2,003	2,416	3,401
19	20A	20	Tower 1	1,679	2,015	2,837
20	21A	21	Tower 1	1,679	1,996	2,811
21	22A	22	Tower 1	1,679	1,988	2,799
22	24A	24	Tower 1	1,679	1,996	2,811
23	24B	24	Tower 1	2,003	2,348	3,306
24	25A	25	Tower 1	1,679	1,988	2,799
25	27A	27	Tower 1	1,679	1,996	2,811
26	7D	7	Tower 2	1,679	2,015	2,837
27	7E	7	Tower 2	2,003	2,348	3,306
28	8D	8	Tower 2	1,679	1,996	2,811
29	9D	9	Tower 2	1,679	1,988	2,799
30	11D	11	Tower 2	1,679	1,996	2,811
31	12D	12	Tower 2	1,679	1,988	2,799
32	13D	13	Tower 2	1,679	2,015	2,837
33	14D	14	Tower 2	1,679	1,996	2,811
34	15D	15	Tower 2	1,679	1,988	2,799
35	18D	18	Tower 2	1,679	2,015	2,837
36	19D	19	Tower 2	1,679	1,996	2,811
37	20D	20	Tower 2	1,679	1,988	2,799
38	22D	22	Tower 2	1,679	1,996	2,811
39	23D	23	Tower 2	1,679	1,988	2,799



BELANI NIR PROJECTS LLP

Rudra Singh

Anurag Sinha

Authorized Signatory

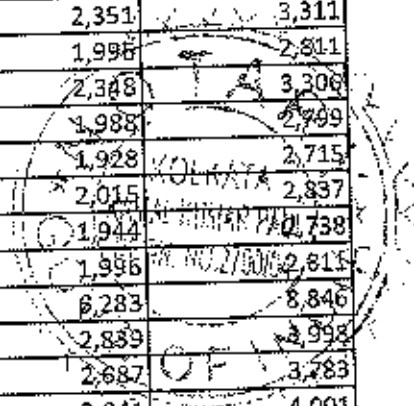
7 SEP 2023

NIRVANA DEVCON LLP

Rudra Singh

Designated Partner

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
40	23E	23	Tower 2	2,003	2,378	3,348
41	24D	24	Tower 2	1,679	2,015	2,837
42	25D	25	Tower 2	1,679	1,996	2,811
43	25E	25	Tower 2	2,003	2,351	3,311
44	26D	26	Tower 2	1,679	1,988	2,799
45	27D	27	Tower 2	1,679	2,015	2,837
46	27F	27	Tower 2	1,223	1,513	2,130
47	2726E	2726	Tower 2	3,519	4,441	6,253
48	6I	6	Tower 3	1,612	1,928	2,715
49	7H	7	Tower 3	2,003	2,351	3,311
50	8G	8	Tower 3	1,679	1,996	2,811
51	8H	8	Tower 3	2,003	2,348	3,306
52	8I	8	Tower 3	1,612	1,958	2,757
53	12I	12	Tower 3	1,612	1,928	2,715
54	13I	13	Tower 3	1,612	1,944	2,738
55	14G	14	Tower 3	1,679	1,996	2,811
56	14H	14	Tower 3	2,003	2,348	3,306
57	15G	15	Tower 3	1,679	1,988	2,799
58	15H	15	Tower 3	2,003	2,378	3,348
59	19G	19	Tower 3	1,679	1,996	2,811
60	20G	20	Tower 3	1,679	1,988	2,799
61	21H	21	Tower 3	2,003	2,351	3,311
62	22G	22	Tower 3	1,679	1,996	2,811
63	22H	22	Tower 3	2,003	2,348	3,306
64	23G	23	Tower 3	1,679	1,988	2,799
65	24G	24	Tower 3	1,679	2,015	2,837
66	24H	24	Tower 3	2,003	2,351	3,311
67	25G	25	Tower 3	1,679	1,996	2,811
68	25H	25	Tower 3	2,003	2,348	3,306
69	26G	26	Tower 3	1,679	1,988	2,799
70	26I	26	Tower 3	1,612	1,928	2,715
71	27G	27	Tower 3	1,679	2,015	2,837
72	27I	27	Tower 3	1,612	1,944	2,738
73	28G	28	Tower 3	1,679	1,996	2,811
74	282726H	282726	Tower 3	4,825	6,283	8,846
75	6K	6	Tower 4	2,373	2,859	3,998
76	7J	7	Tower 4	2,233	2,687	3,783
77	7K	7	Tower 4	2,373	2,841	4,001
78	8K	8	Tower 4	2,373	2,862	4,029
79	9K	9	Tower 4	2,373	2,839	3,998
80	12K	12	Tower 4	2,373	2,839	3,998
81	17J	17	Tower 4	2,233	3,256	4,585



Deep Singh
 Director

Anurag Sharma

27 SEP 2013

ANURAG DEVOPAL
Anurag Devopal
 Managing Partner

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
82	22J	22	Tower 4	2,233	2,691	3,789
83	26J	26	Tower 4	2,233	2,706	3,809
84	292827K	292827	Tower 4	5,736	7,348	10,347
85	Commercial	Commercial			38,000	
TOTAL				1,62,359	2,33,216	2,74,880

NIRVANA DEVCON LLP

Rudra Singh

Designated Partner

BELANI NPH PROJECTS LLP

Anuva Sinha

Authorized Signatory

NIRVANA DEVCON LLP

Rudra Singh

Designated Partner



27 SEP 2023

Car Parking Details						
Type	No of Slots	Sold	Unsold	Value	Total Value	Total Unsold Value
Open Parking	25	0	25	-	-	-
Covered - Ground Floor	85	49	36	14,00,000.00	11,90,00,000.00	5,04,00,000.00
Covered - 1st Floor	112	36	76	12,00,000.00	13,44,00,000.00	9,12,00,000.00
Covered - 2nd Floor	111	59	52	10,00,000.00	11,10,00,000.00	5,20,00,000.00
Covered - 3rd Floor	111	64	47	9,00,000.00	9,99,00,000.00	4,23,00,000.00
Covered - 4th Floor	112	91	21	8,00,000.00	8,96,00,000.00	1,68,00,000.00
Covered Stack (Pair) - Ground Floor	24	20	4	11,00,000.00	2,64,00,000.00	44,00,000.00
Mechanical	30	0	30	-	-	-
Total	610	319	291		58,03,00,000.00	25,71,00,000.00

[Handwritten Signature]

NIRVANA DEVCON LLP
[Handwritten Signature]
 Designated Partner



SELANI NPP PROJECTS LLP

Anuwa Sinha

Authorised Signatory

7 SEP 2023

0530

BELANI NPR PROJECTS LLP

Regd. Off: 257/A, DESHPRAN SASHMAL ROAD, Kolkata - 700 033,
LLPIN: AAU-7038, Email id: secretarial.compliances2@gmail.com, Phone: 33 4010 5656

LETTER OF AUTHORITY AND CONFIRMATION

TO:

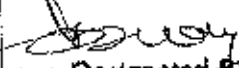
KOTAK MAHINDRA INVESTMENTS LIMITED,
22 Camac Street, 5th Floor, Block- B,
Cabin -5001, Kolkata- 700016



Dear Sirs,

Re: Availment of certain financial facilities by person as fully described in Item No. 1 of Schedule-1 herein ("Borrower"), to the extent of an aggregate amount as described in Item No. 2 of Schedule-1 ("Facilities"), from time to time, from one or more person as described in item No. 3 of Schedule-1 herein ("Lenders").

1. I/We hereby state that the persons as described in Schedule-3 herein, are the present partners of the firm as described in Schedule-3 herein, a partnership firm constituted under the Deed of Partnership dates of which is/are described in Schedule-3 herein, including any amendment therein from time to time ("Partnership Deed") and having its principal place of business at the place as described in Schedule-3 herein (the "Firm").
2. I/We understand that the Borrower is desirous of availing of or has availed of, from Lenders, the Facilities. I/We understand that one of the terms on which the Lenders have agreed to provide / provided the Facilities to the Borrower is that Borrower shall require the Firm, to create the following security interests, to secure the discharge by Borrower or the Firm of its obligations in relation to the Facilities:
 - (a) the provision of unconditional and irrevocable Guarantee by the Firm to the Lenders with respect to the repayment obligation and compliance of all terms of the Facilities of the Borrower.
 - (b) the creation of such document to provide security over assets movable as well as immovable and all right, title, interest and benefit thereof the details whereof are provided for in Schedule 2 hereto ("Secured Assets") and such other assets as may be required;
 - (c) the provision of the Facilities to the Borrower, in the manner and upon the terms and conditions provided for in the terms of the Facilities, a copy whereof has been provided to each of the Partners.
3. In light thereof, I/we hereby state as follows
 - (a) I/We are aware that Borrower has been sanctioned/provided Facilities by the Lenders, in the manner and upon the terms and conditions contained in the terms of the Facilities and draft agreements for the Facilities which shall be executed by and

BELANI REALCON LLP  Authorised Designated Partner	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP Annuva Sinha Authorised Signatory
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ARUNAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
1 A 3 Banchshali Street
Kolkata - 700 012

29 SEP 2023

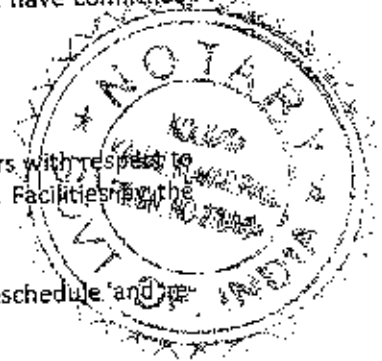
BELANI NPR PROJECTS LLP
Annuva Sinha
Authorised Signatory

between Borrower and the Lenders;

(b) I/We have examined the drafts of the Guarantee, Facility Agreement, Demand Promissory Note, security documents, pledge agreement, hypothecation agreement, appropriation letter, mortgage deed / memorandum of deposit of title deeds with declaration, share transfer form, share pledge instruction, power of attorney, Escrow Agreement and other connected documents (collectively the "Transaction Documents") to be executed by the Borrower and/or the Firm and have confirmed the same;

(c) I/We hereby authorise:

- (i) To provide conditional and irrevocable Guarantee to the Lenders with respect to the repayment obligation and compliance of all terms of the Facilities by the Borrower.
- (ii) The provision by the Borrower to borrow, renew, extend, reschedule and re-negotiate the Facility without further consent of the Firm;
- (iii) To provide security for and on behalf of the Firm from time to time in the form of mortgage, pledge, hypothecation, charge or mortgage in any manner, with or without deposit of title deeds, over the Secured Assets of the Firm including land with all or any rights, income, accession therefrom, the finished, unfinished, constructed, half constructed, under construction, fully sold, agreed to sale, flats, units, premises of any nature whatsoever with development rights thereon and all development potential rights and all the Income, accruals, benefits and receivables therefrom and to give such other securities as may be demanded by the Lender from time to time to secure the obligations of Borrower in respect of the Facilities.
- (iv) To execute Guarantee, undertaking, indemnity and all agreements and such other document(s) as may be required by the Lender including documents with respect to trusteeship or custodial arrangement with one or more trustees and to do such acts, deeds and things for and on behalf of Firm, for the purpose of enabling the Borrower to avail, renew or extend the Facilities from the Lenders and/or for the purpose of providing guarantee and creating security for the due repayment of the Facilities.
- (v) To execute the Escrow Agreement and/or other documents for the opening of Escrow Account, the deposit of the Receivables (as defined in Escrow Agreement) into the Escrow Account and the operation and closure of the Escrow Account, in the manner and upon the terms and conditions provided for in the Escrow Agreement to secure the Facilities and to give necessary authority to the Lender and to do all activities in respect of the Borrowing, guarantee and security.
- (vi) To authorize any employee of the Firm, severally by any of the below mentioned Authorized Partners to carry out the activities under their authorities given herein.



For BELANI REALCON LLP BELANI REALCON LLP <i>[Signature]</i> Authorized Partner	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP Anuva Simha Authorized Partner / Authorized Signatory
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Designated Partner

Page 2 of 7 of Partner Authority Letter

BELANI NPR PROJECTS LLP


Anuva Simha
Authorized Signatory

ANUVA SIMHA
CHIEF GOVT. OF INDIA
No. 270004
M.A's Court
27 Mitchell Street

29 SEP 2023

- (vii) To accept and consent to the e-platform/digital platform of the Lender or of /through any vendor/s appointed by the Lender for accepting terms and conditions relating to the Guarantee, security, executing and signing of Transaction Documents, e-stamping,, data storage etc.
- (viii) To execute, sign either physically or electronically or digitally by using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC) or any other electronic form, all Transaction Documents.
- (ix) To receive and/or send any communication from and to the Lender/third party vendors/agents etc. appointed by the Lender, whether by way of an SMS, Email etc. on the personal numbers/email id(s) of the Authorised Partners and/or on the registered mobile numbers/email id(s) of the firm with the Lender and/or on the mobile numbers/email id(s) of the Authorised Partners/Firm provided as Annexure 1 to this letter to the Lender the same shall be treated as valid and binding upon all us/the Firm.
- (x) To receive any communication from the Lender/third party vendors/agents etc. appointed by the Lender, whether by way of an SMS, Email etc. on the personal numbers/email id(s) and/or on the registered mobile numbers/email id(s) of the firm with the Lender and/or on the mobile numbers/email id(s) of the Authorised Partners/Firm provided as Annexure I to this letter to the Lender.
- (d) In light of the above, I/we hereby appoint and authorise the partners as named in Schedule-3 herein, jointly and severally ("Authorised Partners"), with full power and authority
- (i) to execute, sign and negotiate, on behalf of the Firm, all documents, application forms, guarantee, agreements and writings which may be required to be executed by the Firm, and any amendment deeds/supplemental agreements thereto and to otherwise, do all such acts, deeds and things referred hereinabove, including *inter alia* execute or ratify all such documents whatsoever as may be required in connection with the guarantee and security including without limitation the opening, operating, modifying and closure of bank accounts (including the Escrow Account) and to do correspondences with the Lenders, bankers, trustees for any matter of the Facility and assets of the Firm.
- (ii) to sign and execute the guarantee, security, documents, agreements and other documents as required by the Lender from time to time and the terms and conditions therein specified, to execute, sign either physically or electronically or digitally by using Aadhar or OTP or Biometric based authentication or USB token based DSC or any other electronic form the Transaction Documents and to accept all terms and conditions of the Transaction Documents and such other document(s) as may be required by the Lender from time to time and to do such acts, deeds and things, for the purpose of availing Facilities by the Borrower from time to time.

4. I/We hereby agree and undertake that I/we shall not commit or omit to do, whether intentionally or otherwise, and whether directly or indirectly, any act, deed or thing which

For BELANI REALCON LLP BELANI REALCON LLP  Authorised Partner Designated Partner	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP Annuva Simha Authorised Partner Authorised Signatory
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Page 3 of 7 of Partner Authority Letter

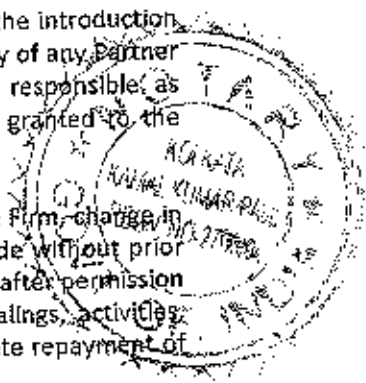
BELANI NPR PROJECTS LLP
 Annuva Simha
 Authorised Signatory


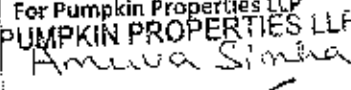
ADARSH KUMAR PALA
 NOTARY GOVT. OF INDIA
 Reg. No. 2708/04
 CHIEF'S COURT
 1st Floor, Court Building,
 High Court Complex,
 Chandernagore, West Bengal

29 SEP 2023

could or has the effect of rendering the power and authority of the Authorised Partners, nugatory. I/We have read all the terms and conditions and covenants of the Sanction Letter as mentioned in the Schedule 1 herein and the Transaction Documents and I/we do hereby jointly and independently ratify and confirm whatever is stated therein.

5. Notwithstanding, the event of any further change occurring in the Firm by the introduction of any new partner or resignation, retirement, death, expulsion or insolvency of any Partner or the dissolution of Firm, each Partner shall be jointly or severally responsible as irrevocable and unconditional guarantors for repayment of the Facilities granted to the Borrower, in their individual capacity.
6. I/We jointly or severally, confirm and undertake that the constitution of the Firm, change in capital structure or expulsion or retirement of any partner shall not be made without prior written permission of the Lender and any partner so discontinued or retired after permission of the Lender shall be continued to be liable for all the transaction, dealings, activities, liabilities, securities, responsibilities created or done by Firm till the complete repayment of the Facilities granted to the Borrower.
7. I/We shall not amend the Partnership Deed without prior written consent of the Lender. I/We shall not take any action for dissolution of the Partnership till the payment of all outstanding amount under the Facility.
8. It is further understood that I/we shall be jointly or severally liable in person, for all acts deeds and things both in my/our individual capacity and in my/our capacity as partners of the Partnership Firm.
9. Without prejudice to what is stated above,
 - (i) I/we agree that notwithstanding anything contained in Partnership Deed or any other agreement, any guarantee or security given by Authorised Partners or authorized employee on behalf of the Firm and all such securities of moveable and/or immovable assets given to the Lender for repayment of the Facilities granted to the Borrower, shall be deemed to have been so made and all instruments so made and or accepted by the Firm under the express or implied authority of the partners of the Firm conferred by all and each of them upon the others or other of them individually and all liabilities created by any of the abovementioned partner/s on behalf of the Firm shall be binding upon the Firm and all the partners, jointly and severally.
 - (ii) Any communication/correspondence from the Authorised Partner/s, shall be treated as communication/correspondence for and on behalf of and under the authority of all the partners of the Firm and the Lenders will be fully entitled to act upon the same and same shall be binding on all of us.
 - (iii) Any communication received and/or sent from and to the Lender/third party vendors/agents etc. appointed by the Lender, whether by way of an SMS, Email etc. on the personal mobile numbers/email id(s) of the partners including the Authorised Partners and/or on the registered mobile numbers/email id(s) of the Firm with the Lender and/or on the mobile numbers/email id(s) of the Authorised Partners/Firm provided as Annexure 1 to this letter to the Lender shall be treated as valid and binding upon all us/the Firm.



For BELANI REALCON LLP BELANI REALCON LLP  Authorised Partner Designated Partner	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP  Authorised Partner Authorised Signatory
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BELANI NPR PROJECTS LLP
 Annuva Simha
 Authorised Signatory

KAMAL KUMAR
 NOTARY GOVT. OF INDIA
 Reg. No. 2700/04
 C.M. 6th Court
 7 & 3 Bankshall Street
 Kolkata-700011

29 SEP 2023

- (iv) The documents accepted and/or executed on the e-platform/digital platform, shall be valid and binding upon us and can be relied upon and used by the bank as a proper form of evidence and we/the firm undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digital platform.
- (v) The Lender shall be at liberty to treat the personal cell number/email id communicated by the Authorized Partners or provided as Annexure I to this letter or last on record of the Lender as valid and permitted cell number /email id for communication.
- (vi) By entering the OTP and providing the fingerprint impression (Biometric KYC) of the Authorized Partners, it shall be imply consent and be treated as a voluntary consent of the firm/authorized partners, to validate the PAN no and use the Aadhaar details for Aadhaar (Biometric authentication and we hereby authorize Kotak Mahindra Investments Limited, to fetch our/the firms personal details from NSDL and for UIDAI respectively.
- (vii) We are hereby authorizing Kotak Mahindra Investments Limited, to use only the firms including all its partners Aadhaar details and core biometric information to authenticate and verify our/firm identity. We are also consenting to execution and stamping of documents through the E-platform/digitized platform. We all partners shall be jointly and severally liable for all acts deeds and things both in our individual capacity and in our capacity as Partners of the Firm.
- (viii) The Authorized Partners are authorized to authenticate/ esign/affix digital signature for the purposes of ratifying/certifying the letter of authority on any e-platform/digital platform as may be desired by the Lender.
- (ix) That the Lender shall be at liberty to rely on the scan copy of the letter of authority and the same shall be valid and binding upon the Firm.
- (x) The authority granted to the Authorized Partners herein shall be treated as authority by all the partners and the Lender can place reliance on the same without any further verification or reference to us.

10. It is further understood that the authority granted to the Authorized Partners shall be treated as express authority by all the partners of the Firm to the Authorized Partners and the Lenders can place reliance on the same without any further verification.

11. We confirm that each signatory to this letter has been signed the same in a personal capacity as well as in the capacity as a Partner of the Firm which is if signed without stamp of the Firm shall be binding to the Firm.

12. The expression "Partner" in this letter shall mean partners of the aforesaid Firm and shall be deemed to mean and include the partners or partner for the time being of the Firm and the survivors or survivor of them in relation to the respective estate of each partner, their respective heirs, executors and administrators in relation to the respective estate of each partner.

SCHEDULE-1

Item No.	Particulars	Description
1	Name and Address of the Borrower	NIRVANA DEVCON LLP, [PAN AAMFN9689E and Regn. No. AAE-9340], a LLP Firm duly incorporated under the

For BELANI REALCON LLP BELANI REALCON LLP  Authorized Partner Designated Partner	For PUMPKIN PROPERTIES LLP PUMPKIN PROPERTIES LLP Annuva Sinha Authorized Partner/Authorized Signatory
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Page 5 of 7 of Partner Authority Letter

BELANI NPR PROJECTS LLP

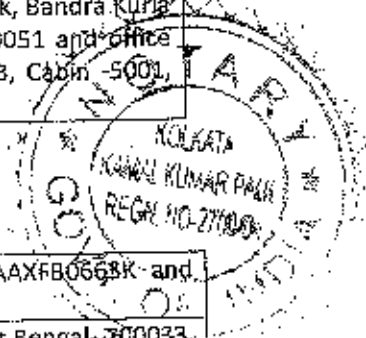
Annuva Sinha

Authorized Signatory

SANAL KUMAR PAUL
 NOTARY GOVT. OF INDIA
 Regd. No. 2700004
 C.A.M's Court
 3 Banskahal Street
 Kolkata-700001

29 SEP 2023

		provisions of the LLP ACT 2008, and existing under the laws of India and having its registered office at 8/1, Bikaner Building, Lal Bazar Street, 1st Floor, Room No. 11, Kolkata 700001, West Bengal
2	Facility amount Rs.	Rs 50,00,00,000/- (Rupees Fifty Crores Only) sanctioned vide sanction letter bearing number CRE/KMLL/0132/2023-24 dated 27 th September 2023
3	Lenders	Kotak Mahindra Investments Ltd., having its Registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and office at 22 Carnac Street, 5th Floor, Block- B, Cabin -5001, Kolkata- 700016



SCHEDULE 2
(Details of the Partnership Firm)

Name of the Partnership Firm	M/s. BELANI NPR PROJECTS LLP, (PAN AAXFB0663K and Regn. No. AAU-7038
Place of Business of the Firm	257/A, Deshpran Sasmal Road, Kolkata, West Bengal-700033
Dates of Incorporation	13-11-2020
Name and Details of Partner-1	M/s. BELANI REALCON LLP, [AAYFP0384] and Regn. No. AAO-8663 a LLP firm duly incorporated under the provisions of the LLP ACT 2008, and existing under the laws of India and having its registered office at 5A, Bibhabati Bose Sarani Woodburn Central, 2nd Floor, Kolkata, 700020
Name and Details of Partner-2	M/s. Pumpkin Properties LLP [PAN AAMFB3469J] and Regn. No. AAB-2045 a LLP firm duly incorporated under the provisions of the LLP ACT 2008, and existing under the laws of India and having its registered office at 1, Lu Shun Sarani, 9th Floor, Todi Mansion Kolkata West Bengal - 700073
NAME AND SIGNATURE OF AUTHORISED PARTNERS	
Mrs. Anuva Sinha	<i>Anuva Sinha</i> Authorised Signatory

Date: 29/09/2023

Place: Kolkata

Yours faithfully,

For each of the Partners of the time being of the Partnership Firm

Sr.no	Name of Partners	Signature of Partners(with stamp if corporate partner)
1.	BELANI REALCON LLP	For BELANI REALCON LLP <i>[Signature]</i> Authorised Partner Designated Partner

For BELANI REALCON LLP <i>[Signature]</i> Authorised Partner Designated Partner	For Pumpkin Properties LLP <i>Anuva Sinha</i> Authorised Partner Authorised Signatory
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Page 6 of 7 of Partner Authority Letter

BELANI NPR PROJECTS LLP

Anuva Sinha
Authorised Signatory

ANUPAM KUMAR BALA
NOTARY GOVT. OF INDIA
Regn. No. 2700/04
C.M.M's Court
3 Santalaha Street
Kolkata-700014

29 SEP 2023

2.	Pumpkin Properties LLP	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP <i>Anuva Sinha</i> Authorised Signatory Authorised Partner
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Before Me,

(Notary)

Annexure - 1

Name & Signature of Authorized Signatories		
Mrs. Anuva Sinha	anuva@sanctuarykolkata.com	Mb No. 9874865175



For BELANI NFR PROJECTS LLP <i>Anuva Sinha</i> Authorised Partner	For Pumpkin Properties LLP PUMPKIN PROPERTIES LLP <i>Anuva Sinha</i> Authorised Signatory
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Page 1 of 7 of Partner Authority Letter

ATTESTED BY ME

BELANI NFR PROJECTS LLP
Anuva Sinha
 Authorised Signatory

KAMAL KUMAR PALA
 NOTARY GOVT. OF INDIA
 Regd. No. 2700/04
 C.M.N.'s Court
 2 & 3 Bankshall Street
 Kolkata-700033

Kamal Kumar Pala
 KAMAL KUMAR PALA
 NOTARY GOVT. OF INDIA
 REGN. NO. 2700/04

29/09/23

29 SEP 2023

BELANI NPR PROJECTS LLP

Belani
DESIGNATED PARTNER

BELANI NPR PROJECTS LLP

Rishabh
DESIGNATED PARTNER

NIRVANA DEVELOPERS LLP

Shadab Angeli
DESIGNATED PARTNER

BELANI NPR PROJECTS LLP

Anurag Sinha
Authorised Signatory

NIRVANA DEVELOPERS LLP

Shadab Angeli
DESIGNATED PARTNER



PLAN



Shadab

NOTES:
1. ALL MEASUREMENTS ARE GIVEN IN METERS.
2. TOTAL AREA GIVEN IS APPROXIMATE ONLY. IT IS SUBJECT TO VERIFICATION BY THE LOCAL AUTHORITY.
3. DIMENSIONS OF THE PLOTS ARE GIVEN IN METERS.
4. DIMENSIONS OF THE PLOTS ARE GIVEN IN METERS.

DATE	17/07/2018	SCALE	1:100
PROJECT	KOTAK NIMHURA	DATE	17/07/2018
DRAWN BY	SHADAB ANGELI	CHECKED BY	ANURAG SINHA
APPROVED BY	ANURAG SINHA	DATE	17/07/2018

Car Parking Details						
Type	No of Slots	Sold	Unsold	Value	Total Value	Total Unsold Value
Open Parking	25	0	25	-	-	-
Covered - Ground Floor	85	49	36	14,00,000.00	11,90,00,000.00	5,04,00,000.00
Covered - 1st Floor	112	36	76	12,00,000.00	13,44,00,000.00	9,12,00,000.00
Covered - 2nd Floor	111	59	52	10,00,000.00	11,10,00,000.00	5,20,00,000.00
Covered - 3rd Floor	111	64	47	9,00,000.00	9,99,00,000.00	4,23,00,000.00
Covered - 4th Floor	112	91	21	8,00,000.00	8,96,00,000.00	1,68,00,000.00
Covered Stack (Pair) - Ground Floor	24	20	4	11,00,000.00	2,64,00,000.00	44,00,000.00
Mechanical	30	0	30	-	-	-
Total	610	319	291		58,03,00,000.00	25,71,00,000.00

Ramesh Kumar

SEAL: HPA PROJECTS LLP
Arulva Sankar
 authorized Signatory

List of UnSold Units as on 31st Aug,23 for the Project Sanctuary

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
1	5A	5	Tower 1	1,679	1,988	2,799
2	5B	5	Tower 1	2,003	2,378	3,348
3	6A	6	Tower 1	1,679	2,015	2,837
4	6B	6	Tower 1	2,003	2,351	3,311
5	7B	7	Tower 1	2,003	2,348	3,306
6	8A	8	Tower 1	1,679	1,988	2,799
7	8B	8	Tower 1	2,003	2,378	3,348
8	9A	9	Tower 1	1,679	2,015	2,837
9	9B	9	Tower 1	2,003	2,351	3,311
10	10A	10	Tower 1	1,679	1,996	2,811
11	10B	10	Tower 1	2,003	2,348	3,306
12	11B	11	Tower 1	2,003	2,378	3,348
13	12B	12	Tower 1	2,003	2,351	3,311
14	13A	13	Tower 1	1,679	1,996	2,811
15	13B	13	Tower 1	2,003	2,348	3,306
16	15A	15	Tower 1	1,679	2,015	2,837
17	17B	17	Tower 1	2,003	2,617	3,684
18	19B	19	Tower 1	2,003	2,416	3,401
19	20A	20	Tower 1	1,679	2,015	2,837
20	21A	21	Tower 1	1,679	1,996	2,811
21	22A	22	Tower 1	1,679	1,988	2,799
22	24A	24	Tower 1	1,679	1,996	2,811
23	24B	24	Tower 1	2,003	2,348	3,306
24	25A	25	Tower 1	1,679	1,988	2,799
25	27A	27	Tower 1	1,679	1,996	2,811
26	7D	7	Tower 2	1,679	2,015	2,837
27	7E	7	Tower 2	2,003	2,348	3,306
28	8D	8	Tower 2	1,679	1,996	2,811
29	9D	9	Tower 2	1,679	1,988	2,799
30	11D	11	Tower 2	1,679	1,996	2,811
31	12D	12	Tower 2	1,679	1,988	2,799
32	13D	13	Tower 2	1,679	2,015	2,837
33	14D	14	Tower 2	1,679	1,996	2,811
34	15D	15	Tower 2	1,679	1,988	2,799
35	18D	18	Tower 2	1,679	2,015	2,837
36	19D	19	Tower 2	1,679	1,996	2,811
37	20D	20	Tower 2	1,679	1,988	2,799
38	22D	22	Tower 2	1,679	1,996	2,811
39	23D	23	Tower 2	1,679	1,988	2,799

[Handwritten Signature]

SELANI NFR PROJECTS LLP

[Handwritten Signature]
Authorized Signatory

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
40	23E	23	Tower 2	2,003	2,378	3,348
41	24D	24	Tower 2	1,679	2,015	2,837
42	25D	25	Tower 2	1,679	1,996	2,811
43	25E	25	Tower 2	2,003	2,351	3,311
44	26D	26	Tower 2	1,679	1,988	2,799
45	27D	27	Tower 2	1,679	2,015	2,837
46	27F	27	Tower 2	1,223	1,513	2,130
47	2726E	2726	Tower 2	3,519	4,441	6,253
48	6I	6	Tower 3	1,612	1,928	2,715
49	7H	7	Tower 3	2,003	2,351	3,311
50	8G	8	Tower 3	1,679	1,996	2,811
51	8H	8	Tower 3	2,003	2,348	3,306
52	8I	8	Tower 3	1,612	1,958	2,757
53	12I	12	Tower 3	1,612	1,928	2,715
54	13I	13	Tower 3	1,612	1,944	2,738
55	14G	14	Tower 3	1,679	1,996	2,811
56	14H	14	Tower 3	2,003	2,348	3,306
57	15G	15	Tower 3	1,679	1,988	2,799
58	15H	15	Tower 3	2,003	2,378	3,348
59	19G	19	Tower 3	1,679	1,996	2,811
60	20G	20	Tower 3	1,679	1,988	2,799
61	21H	21	Tower 3	2,003	2,351	3,311
62	22G	22	Tower 3	1,679	1,996	2,811
63	22H	22	Tower 3	2,003	2,348	3,306
64	23G	23	Tower 3	1,679	1,988	2,799
65	24G	24	Tower 3	1,679	2,015	2,837
66	24H	24	Tower 3	2,003	2,351	3,311
67	25G	25	Tower 3	1,679	1,996	2,811
68	25H	25	Tower 3	2,003	2,348	3,306
69	26G	26	Tower 3	1,679	1,988	2,799
70	26I	26	Tower 3	1,612	1,928	2,715
71	27G	27	Tower 3	1,679	2,015	2,837
72	27I	27	Tower 3	1,612	1,944	2,738
73	28G	28	Tower 3	1,679	1,996	2,811
74	282726H	282726	Tower 3	4,825	6,283	8,846
75	6K	6	Tower 4	2,373	2,839	3,998
76	7J	7	Tower 4	2,233	2,687	3,783
77	7K	7	Tower 4	2,373	2,841	4,001
78	8K	8	Tower 4	2,373	2,862	4,029
79	9K	9	Tower 4	2,373	2,839	3,998
80	12K	12	Tower 4	2,373	2,839	3,998
81	17J	17	Tower 4	2,233	3,256	4,585

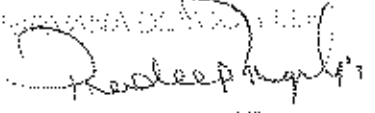
Amrta Singh

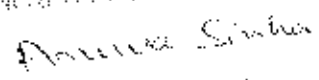
DELANI NPB PROJECTS LLP

Amrta Singh

ADD: 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200

Sr.	Flat No	Floor	Wing/ Building	Carpet Area Sq. Ft.	Built-Up Area Sq. Ft.	Super Built-Up Area Sq. Ft.
82	22J	22	Tower 4	2,233	2,691	3,789
83	26J	26	Tower 4	2,233	2,706	3,809
84	292827K	292827	Tower 4	5,736	7,348	10,347
85	Commercial	Commercial I			38,000	
	TOTAL			1,62,359	2,33,216	2,74,880


 Deep Singh
 Designated Partner

BELAMI NPH PROJECTS LLP

 Anurag Singh
 Authorized Signatory.

SPECIMEN FORM TEN FINGER PRINTS



Deepest Singh



Anuva Sinha



20/11/20

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

RASHI S. DALVI

SL	Roll No	Room	Ward/Inchdr	Cropel Area, Ft.	Building Area Sq. Ft.	Spec-Building Area Sq. Ft.	Name of the Property	Year of Building	Agreement Date	Registration No.	Taxable (per cat)	Current Monthly Rent
61	112	21	Tower 2	2,808	2,788		1,406 Per. Medical Center Omaha	1974-2001	08.12.2007	1650703557207	3,419,712.00	5,000.00
62	113	23	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557203	3,623,214.00	5,000.00
63	114	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557201	3,623,214.00	5,000.00
64	115	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557202	3,623,214.00	5,000.00
65	116	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557204	3,623,214.00	5,000.00
66	117	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557205	3,623,214.00	5,000.00
67	118	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557206	3,623,214.00	5,000.00
68	119	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557207	3,623,214.00	5,000.00
69	120	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557208	3,623,214.00	5,000.00
70	121	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557209	3,623,214.00	5,000.00
71	122	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557210	3,623,214.00	5,000.00
72	123	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557211	3,623,214.00	5,000.00
73	124	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557212	3,623,214.00	5,000.00
74	125	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557213	3,623,214.00	5,000.00
75	126	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557214	3,623,214.00	5,000.00
76	127	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557215	3,623,214.00	5,000.00
77	128	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557216	3,623,214.00	5,000.00
78	129	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557217	3,623,214.00	5,000.00
79	130	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557218	3,623,214.00	5,000.00
80	131	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557219	3,623,214.00	5,000.00
81	132	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557220	3,623,214.00	5,000.00
82	133	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557221	3,623,214.00	5,000.00
83	134	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557222	3,623,214.00	5,000.00
84	135	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557223	3,623,214.00	5,000.00
85	136	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557224	3,623,214.00	5,000.00
86	137	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557225	3,623,214.00	5,000.00
87	138	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557226	3,623,214.00	5,000.00
88	139	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557227	3,623,214.00	5,000.00
89	140	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557228	3,623,214.00	5,000.00
90	141	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557229	3,623,214.00	5,000.00
91	142	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557230	3,623,214.00	5,000.00
92	143	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557231	3,623,214.00	5,000.00
93	144	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557232	3,623,214.00	5,000.00
94	145	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557233	3,623,214.00	5,000.00
95	146	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557234	3,623,214.00	5,000.00
96	147	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557235	3,623,214.00	5,000.00
97	148	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557236	3,623,214.00	5,000.00
98	149	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557237	3,623,214.00	5,000.00
99	150	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557238	3,623,214.00	5,000.00
100	151	21	Tower 2	2,832	2,812		1,110 Per. Medical Center	1974-2001	30.11.2007	1650703557239	3,623,214.00	5,000.00




ANNUVA SIMHA

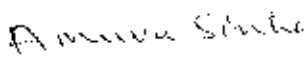
 BELANI NPP PROJECTS LLP

Annuva Simha

Authorized Signatory

Sr.	Pin No	Hex	Wing No/Type	Copter Area Sq. Ft.	Multi-Prop Area Sq. Ft.	Super Multi-Prop Area Sq. Ft.	Name Of The Proposer	Date Of Bidder	Agreement Date	Expiry Date	Tenure (Yrs)	Saline Verticals (Ind. \$/T)
135	231	22	Tower 4	2,171	2,882	0127766, Multi-Proposed		18-04-12	27-09-2014	18/09/2012-20/09/2014	1.00	1,241,111.486
136	230	21	Tower 4	2,135	2,705	3,815 Multi-Prop. Super		31-Jan-12	09-01-2015	09-01-2015	4.00	4,871,917.0
137	232	22	Tower 4	2,315	2,817	3,881 Multi-Prop. Super		18-Feb-12	06-11-2012	18/02/2012-20/02/2012	4.00	5,052,050.9
138	241	24	Tower 4	2,435	2,187	4,091 Multi-Prop. Super		18-Feb-12	24-04-2012	18/02/2012-20/02/2012	4.00	5,862,045.9
139	240	24	Tower 4	2,174	2,841	4,201 Multi-Prop. Super		18-Feb-12	11-11-2012	18/02/2012-20/02/2012	4.00	5,772,150.0
140	251	25	Tower 4	2,235	2,801	3,299 Multi-Prop. Super		15-Sep-12	24-03-2012	15/09/2012-20/03/2012	4.00	5,348,047.0
141	230	25	Tower 4	2,273	2,832	4,042 Multi-Prop. Super		07-04-12	02-01-2012	07/04/2012-20/01/2012	4.00	5,947,543.5
142	252	26	Tower 4	2,273	2,832	3,841 Multi-Prop. Super		24-Feb-12	22-03-2012	24/02/2012-20/03/2012	4.00	5,741,490.0
143	252	26	Tower 4	2,273	2,832	3,841 Multi-Prop. Super		28-Feb-12	03-12-2012	18/02/2012-20/02/2012	4.00	5,741,490.0
144	252	26	Tower 4	2,273	2,832	3,841 Multi-Prop. Super		28-Feb-12	03-12-2012	18/02/2012-20/02/2012	4.00	5,741,490.0
145	252	26	Tower 4	2,273	2,832	3,841 Multi-Prop. Super		28-Feb-12	03-12-2012	18/02/2012-20/02/2012	4.00	5,741,490.0
TOTAL				2,72,292	3,12,251	6,00,000						3,87,500,000

ANANDA BEWANI LLP

 Ananda Bewani, Partner

BELANI NPR PROJECTS LLP

 Annu Shaha
 Authorised Signatory

Major Information of the Deed

Deed No :	I-1902-16882/2023	Date of Registration	04/12/2023
Query No / Year	1902-2002733356/2023	Office where deed is registered	
Query Date	02/11/2023 5:01:27 PM	A.R.A. - II 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. 50,00,00,000/-	Rs. 148,27,39,544/-		
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:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Desh Pran Sasmal Road, Road Zone : (Anwar Shah Road -- Tolly Metro (Ward Nos. 94 & 97)) , , Premises No: 257/A, , Ward No: 094 Pin Code : 700033

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	3.97 Acre	45,00,00,000/-	129,92,72,857/-	Property is on Road
Grand Total :				397Dec	4500,00,000/-	12992,72,857 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	543605 Sq Ft.	5,00,00,000/-	18,34,66,687/-	Structure Type: Structure
Gr. Floor, Area of floor : 543605 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Up to Foundation					
Total :		543605 sq ft	500,00,000 /-	1834,66,687 /-	

Mortgagor Details :



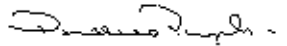



Sl No	Name,Address,Photo,Finger print and Signature
1	Nirvana Devcon LLP 8/1, Bikaner Building, Lal Bazar Street, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.: aaxxxxx9e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



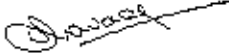
2	Belani NPR Projects LLP 257/A, Deshpran Sasmal Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxxx3k,Aadhaar No Not Provided by UIDAI, Status :Organization as Developer, Executed by: Representative, Executed by: Representative
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Mortgagee Details :




SI No	Name,Address,Photo,Finger print and Signature
1	Kotak Mahindra Investments Limited 22, Camac Street, 5th Floor, Block/Sector: B, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: aaxxxxxx5k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Pradeep Kumar Pugalia Son of Mr Sumer Pugalia Date of Execution - 04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office		 Captured Dec 4 2023 3:39PM LTI 04/12/2023	 04/12/2023
	8/1, Bikaner Building, Lal Bazar Street, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aixxxxxx8m, Aadhaar No: 48xxxxxxxx9633 Status : Representative, Representative of : Nirvana Devcon LLP (as Partner)			
2	Name Ms Anuva Sinha Daughter of Mr Birendra Krishna Awasthi Date of Execution - 04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office		 Captured Dec 4 2023 3:40PM LTI 04/12/2023	 04/12/2023
	257/A, Deshpran Sasmal Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700033, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bbxxxxxx6k, Aadhaar No: 50xxxxxxxx0058 Status : Representative, Representative of : Belani NPR Projects LLP			

Name	Photo	Finger Print	Signature
Ms Rashmi Soham Dalvi (Presentant) Daughter of Mr Prakash Chavan Date of Execution - 04/12/2023, , Admitted by: Self, Date of Admission: 04/12/2023, Place of Admission of Execution: Office		 Captured	
Dec 4 2023 3:49PM	LTI 04/12/2023	04/12/2023	
22, Camac Street, 5th Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: ahxxxxx1p, Aadhaar No: 23xxxxxxxx6156 Status : Representative, Representative of : Kotak Mahindra Investments Limited (as Authorized Signatory)			

Identifier Details :

Name	Photo	Finger Print	Signature
RAJENDRA SHARMA Son of GORDHAN PRASAD SHARMA 3,WATKINS LANE, City:- Not Specified, P.O:- Howrah, P.S:-Howrah, District:- Howrah, West Bengal, India, PIN:- 711101		 Captured	
-	04/12/2023	04/12/2023	04/12/2023
Identifier Of Mr Pradeep Kumar Pugalia, Ms Anuva Sinha, Ms Rashmi Soham Dalvi			

Endorsement For Deed Number : I - 190216882 / 2023

On 04-12-2023

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 11:30 hrs on 04-12-2023, at the Office of the A.R.A. - II KOLKATA by Ms Rashmi Soham Dalvi .

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

Execution is admitted on 04-12-2023 by Mr Pradeep Kumar Pugalia, Partner, Nirvana Devcon LLP (Partnership Firm), 8/1, Bikaner Building, Lal Bazar Street, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by RAJENDRA SHARMA, , Son of GORDHAN PRASAD SHARMA, 3,WATKINS LANE, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Others

Execution is admitted on 04-12-2023 by Ms Anuva Sinha, Partner, Belani NPR Projects LLP (Partnership Firm), 257/A, Deshpriya Sasmal Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Identified by RAJENDRA SHARMA, , Son of GORDHAN PRASAD SHARMA, 3,WATKINS LANE, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Others

Execution is admitted on 04-12-2023 by Ms Rashmi Soham Dalvi, Authorized Signatory, Kotak Mahindra Investments Limited (Public Limited Company), 22, Camac Street, 5th Floor, Block/Sector: B, City:- Kolkata, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by RAJENDRA SHARMA, , Son of GORDHAN PRASAD SHARMA, 3,WATKINS LANE, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, 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 02/12/2023 5:27PM with Govt. Ref. No: 192023240304141018 on 02-12-2023, Amount Rs: 55,014/-, Bank: SBI EPay (SBIEPay), Ref. No. 6458528747625 on 02-12-2023, 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 91624, Amount: Rs.10.00/-, Date of Purchase: 16/10/2023, Vendor name: S Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2023 5:27PM with Govt. Ref. No: 192023240304141018 on 02-12-2023, Amount Rs: 1,00,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 6458528747625 on 02-12-2023, Head of Account 0030-02-103-003-02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

