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Additional Registrar of Assurances-IV, Kolkata



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

[Signature]
Additional Registrar of Assurances-IV, Kolkata

11 AUG 2023

INDENTURE OF MORTGAGE
(Without possession)

THIS INDENTURE is made at Kolkata on this 11th of August, 2023 (the "Indenture")

By:

140622

M/s. Sushrityo Baru & Associates
Advocates
Room No 48, Ground Floor,
Temple Court Chambers,
Old Post Office Street, Kolkata-700001

- 1 AUG 2023

Name.....
Address.....
Vendor.....

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001

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ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
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1 AUG 2023

M/s. ROCHITA CONSTRUCTION PRIVATE LIMITED (PAN: AADCS6692Q) a company incorporated under the Companies Act, 1956, and a Company within the meaning of the Companies Act 2013, having its registered office at 43/3, Hazra Road, Post Office & Police Station: Ballygunge, Kolkata : 700 019 hereinafter referred to as the **MORTGAGOR /LAND OWNER** (which expression shall unless the context otherwise requires include its successors-in-office, administrators and permitted assignees) of the **FIRST PART**, being represented its Director, **Sri Suresh Kumar Agarwal (PAN: ACZPA5498H, Aadhar no. 575089089671)**, son of Mr. R.L. Agarwal alias Ramjilal Agarwal alias Ramjee Lal Agarwal

AND

BELANI NPR HOUSING LLP (having PAN: AAOFD7023Q), 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, **Mr. Krishna Kumar Tekriwal (PAN: ABVPT7333F, Aadhar no. 9147 3445 7775)**, son of Mr. Ramesh Chandra Tekriwal hereinafter referred to as the **"DEVELOPER/BOROWER/CO-MORTGAGOR** which expression shall unless the context otherwise requires include its successors and permitted assignees) of the **SECOND PART**

IN FAVOUR OF:

BAJAJ HOUSING FINANCE LIMITED, (PAN: AADCB6018P), a Company incorporated under the provisions of the Companies Act, 1956 and a company within the meaning of Companies Act 2013 & and having its Registered Office at Mumbai-Pune Road, Akurdi, Post Office: Akurdi, Police Station Akurdi, Pune -411035 and having its branch office at 'Express Tower', 3rd floor, 42A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata 700017, hereinafter referred to as the **"LENDER"** or the **"SECURED PARTY"** or the **"MORTGAGEE"** (which expression shall unless the context otherwise requires include its successors and permitted assignees), being represented by its authorised signatory, **Mr. Tuhin Mondal (PAN: BITPM0145C, Aadhar no. 644482565491)** son of Karunamoy Mondal Of the **THIRD PART**.

WHEREAS:

- (A) M/s. Rochita Construction Private Limited (The Mortgagor / Land Owner herein) was/is the owner of all that several adjacent plots of land admeasuring about 70 Cottahs 10 Chittacks and 36 sq.ft., more or less, forming part of municipal premises nos. (i) 38G Bondel Road, (ii) 52E Bondel Road, (iii) 38C, Bondal Road, (iv) 38A Bondel Road, (v) 38F Bondel Road, (vi) 52D Bondel Road, (vii) 54/1 Bondel Road and (viii) 38B, Bondel Road all under Police Station Karaya within the limits of the Kolkata Municipal Corporation by virtue of purchases through several registered deed of conveyances from time to time.



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- (B) The said M/s. Rochita Construction Private Limited (The Mortgagor / Land Owner herein) while seized and possessed of the aforesaid adjacent plots/premises executed a registered Declaration dated 6th September, 2018 which was registered in the office of District Sub-Registrar-II, Alipore, South 24-Parganas recorded in Book no.I, Volume no. 1603-2018, Pages 112716 to 112728 as Being no. 160303604 for the year 2018 whereby and whereunder the owner/Mortgagor herein amalgamated the aforesaid eight plots/premises into a single premises which contained a total land measuring about 70 Cottahs 10 Chittacks and 36 sq.ft., more or less, presently known and re-numbered as municipal premises no. 52D, Bondel Road (forming part of previous municipal premises nos. 38G Bondel Road, 52E Bondel Road, 38C, Bondel Road, 38A Bondel Road, 38F Bondel Road, 52D Bondel Road, 54/1 Bondel Road and 38B, Bondel Road), Kolkata 700019, under Police Station Karaya, municipal ward no. 65 within the limits of the Kolkata Municipal Corporation (hereinafter referred to as the '**Said Premises/Project Land**') together with structure thereon.
- (C) Subsequently, the said M/s. Rochita Construction Private Limited (The Mortgagor / Land Owner herein) while seized and possessed of the said Premises mutated its name in the records of the Kolkata Municipal Corporation and the said premises was known and numbered as municipal premises no. 52D, Bondel Road and paid taxes thereon..
- (D) The Mortgagor herein decided to commercial exploit of the said Premises and entered into a Development Agreement for the year 2021 which was registered in the office of ARA-III, Kolkata and recorded in Book no. I, Volume no. 1903-2022, Pages 69744 to 69828 as Being no. 190315219 for the year 2021 (hereinafter referred to as the '**Said Development Agreement**') with M/s. Belani NPR Housing LLP. (the Borrower/Developer herein) whereby the Mortgagor herein exclusively authorized said Developer/Borrower to develop the said Premises/project land by constructing a multi-storied building complex named '**VIRAYA**' as per the sanctioned building plan of the Kolkata Municipal Corporation, after demolishing the old structure on the terms and conditions contained therein.
- (E) In terms of the said Development Agreement, the Mortgagor herein granted a registered Power of Attorney for the year 2021 in favour of the said Belani NPR Housing LLP . (the Borrower/Developer/ Co- Mortgagor herein) for doing various acts and things in contemplation of the said Development Agreement and the said power of attorney was registered in the office of Additional Registrar of Assurances-III, Kolkata and recorded in its Book no. I, Volume no. 1903 to 2022, Pages 69829 to 69855 as Being no. 190315225 for the year 2021 .
- (F) Pursuant to the Loan agreement dated 30th June, 2023 entered into amongst *inter alia* the Borrower/Developer and the Lender (the "**Facility Agreement**"), the Borrower/Developer has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "**Facility**"), for a loan amount of **Rs. 27,00,00,000/- (Rupees Twenty Seven Crore Only)**.



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- (G) One of the conditions of the Facility Agreement is that the Facility with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and exclusive registered simple mortgage with respect to the said Premises/Project Land and the building /structure constructed/to be constructed thereon i.e. the Mortgaged Properties (defined below)
- (H) The Mortgagor, Developer and the Secured Party have agreed that the Security will be created in favour of the Secured Party/Mortgagee and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

2. CONSTRUCTION

In this Indenture:

- (a) Reference to an account includes a reference to any sub-account of that account;
- (b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and
- (d) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and
- (f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.
- (g) The principles of interpretation set forth in Section 1.2 of the Facility Agreement shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

3. BENEFIT OF INDENTURE

The Secured Party/Mortgagee shall hold the Security Interest created by the Mortgagor in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Mortgagor and the Borrower pursuant hereto, upon trust for the benefit of the Secured Party,



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for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Borrower under the Finance Documents on or prior to the Final Settlement Date.

4. **COVENANT TO PAY**

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

5. **GRANT AND TRANSFERS**

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Mortgagor/Borrower doth hereby grant, assure, charge and mortgage **(without possession, i.e. the possession shall remain with the Mortgagor/s)** unto the Lender acting for its benefit by way of continuing security:

- (i) all and singular the premises, more particularly described in **Schedule 1 hereto**, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Mortgagor/Borrower set against their name in Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "**First Mortgaged Properties**"), **TO HAVE AND TO HOLD** by way of security all and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Mortgagor/Borrower, in, to, under all assets of the Mortgagor/Borrower relating to the Mortgaged Properties including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors (the "**Second Mortgaged Properties**") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Mortgagor/Borrower to commence and conduct in the name of the respective Mortgagor/Borrower, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or



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received by, the Mortgagor/Borrower and pertaining to Second Mortgaged Properties and all other claims of the Mortgagor/Borrower under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above description whether presently in existence or acquired hereafter, **TO HAVE AND TO HOLD** by way of security all and singular the Second Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.

- (iii) all the rights, interest, claims and benefit in the Escrow Account required to be created by the Borrower under any Transaction Documents, all cash flows relating to the Mortgaged Properties, more particularly the Project Receivables and Borrower's share of unsold Units in the Projects, and including all insurance proceeds, book debts, all cash flows, all bills, whether documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Borrower in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid account whether presently in existence or acquired hereafter (collectively, **the "Third Mortgaged Properties"**) **TO HAVE AND TO HOLD** by way of security all and singular the Third Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (iv) all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "Fourth Mortgaged Properties") by way of registered mortgage in accordance with the terms of the Finance Documents;
- (v) by way of floating charge, all the current assets of the Developer/Borrower in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts, and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the



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Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "**Current Assets**") by way of registered mortgage in accordance with the terms of the Finance Documents; and

6. **CONVERSION OF FLOATING CHARGE**

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

7. **RANKING**

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

8. **SECURITY**

8.1 **Continuing Security**

The security created by or pursuant to these presents:

- (a) is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;
- (b) is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and
- (c) may be enforced against the Borrower without first having recourse to any other rights of the Secured Party.

8.2 **Other Security**

This security is in addition to, and shall neither be merged in, nor in any way



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exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other Person in respect of the Secured Liabilities.

8.3 **Cumulative Powers**

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

8.4 **Avoidance of Payments**

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

9. **FURTHER ACQUISITION**

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

10. **EASEMENTS**

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



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11. PROVISION FOR REDEMPTION

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

12. REPRESENTATIONS AND WARRANTIES

- (a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.
- (b) The Mortgagor acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.
- (c) The Mortgagor further confirms and warrants that:
 - (i) The Mortgagor is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;
 - (ii) The Mortgagor is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;
 - (iii) This Indenture when executed and delivered will constitute its legal, valid and binding obligation;
 - (iv) Neither the execution and delivery by the Mortgagor of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Mortgagor (or any of its properties) may be bound;
 - (v) The Mortgagor does not have any outstanding lien or



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

- (vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Mortgagor/Borrower purports to grant charges and assignments pursuant hereto;
- (vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Borrower in the Mortgaged Properties; and
- (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.
- (ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

13. COVENANTS AND PERMITTED USE

- (a) The Mortgagor/Borrower shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.
- (b) Additionally, the Mortgagor/Borrower hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:
 - (i) Enter possession etc.

Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Mortgagor/Borrower shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor/Borrower or by any Person or Persons whomsoever, and upon the taking



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of such action, the Secured Party shall be freed and discharged from or otherwise by the Mortgagor/Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(ii) Further assurances

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

(iii) Payment of all Taxes, rates, etc.

The Mortgagor/Borrower shall at all times during the continuance of these presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagor/Borrower in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagor/Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Mortgagor/Borrower and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Mortgagor/Borrower and would affect the security created hereunder.

(iv) Maintenance of assets

The Mortgagor/Borrowers shall at all times and at its own cost and expense keep and maintain the Mortgaged Properties (other than Current Asset) in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Secured Party of any notice of defect or warrant of repair



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given pursuant to paragraph (v) below, repair and make good the same to the satisfaction of the Secured Party.

(v) Inspection, repairs, etc.

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

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

(vi) Property of the Mortgagor/Borrower

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

(vii) Insurance

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



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(viii) Reimbursement with Interest

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

(ix) Receipts and other documents

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

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

14. **SPECIFIC ACTIONS**

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

- (a) execute a valid legal mortgage in English form (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property, related to the Mortgaged Properties, presently or in the future belonging to the Mortgagor/Borrower and which is not hereby effectively charged or secured;
- (b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage the Mortgaged Properties to the Secured Party and/or to enable the Mortgagor/Borrower to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents;



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- (c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Mortgagor/Borrower of the same category as are intended to be secured or charged under these presents; and
- (d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

15. **FAILURE TO PAY**

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

- (a) unless the Borrower or such person or persons shall have given to the Secured Party one day's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day; or
- (b) unless and in the alternative and in default or in lieu of such notice the or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement as aforesaid,

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

16. **ENFORCEMENT**

16.1 **Occurrence of a Default**



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

16.2 General Enforcement Powers:

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

- (a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as the Secured Party may consider fit;
- (c) Exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;
- (d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) Substitute itself or its designee for the Borrower under any or all of the contracts and arrangements in relation to the business of the Borrower forming part of the Mortgaged Properties;
- (f) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Mortgagor/Borrower shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor/Borrower or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Mortgagor/Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or willful misconduct of the Secured Party or that of its officers or employees or assignee or designee or agent;
- (g) Operate the accounts charged under this Indenture and appropriate



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all monies lying therein; and

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

16.3 Powers of the Secured Party:

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

16.4 Sale without Intervention of Court:

- (a) Subject to sub-clause 4(b) below, following the happening of a Default, it shall be lawful for the Secured Party at any time without any further consent of the Borrower, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Party may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882 (the "TP Act");
- (b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until: -
 - (i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the TP Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Borrower; or



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- (ii) Interest on the Secured Liabilities amounting at least to Rs.1,00,000 shall be in arrears and remain unpaid for three months after becoming due;
- (c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act, shall apply to the security created hereunder as if the same were incorporated herein; and
- (e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

17. TRANSFER OF PROPERTY ACT

17.1 Section 67A

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

17.2 Continued Possession

It shall be lawful for the Mortgagor/Borrower to retain possession of and the Security Provider may use the Mortgaged Properties in accordance with the



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Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

17.3 Section 65A

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

17.4 Proceeds of the Mortgaged Properties

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

- (a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or
- (b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

18. APPOINTMENT OF RECEIVER

18.1 Right to appoint a Receiver

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

18.2 Status, Powers and Remuneration of Receiver

- (a) Appointment of any receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Properties;
- (b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Party set forth herein or under Applicable Law or as the Secured Party



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may think expedient, including the following rights, powers and authorities:

- (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower or otherwise as the receiver shall consider fit;
- (ii) to manage or carry on or concur in carrying on the business of the Borrower (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the receiver;
- (iii) To make any arrangement or compromise between the Borrower and any other Person or pay any compensation or incur any obligation which the Secured Party or the receiver shall consider fit;
- (iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or *pari passu* with the security created hereunder;
- (v) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;
- (vi) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
- (vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment,



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insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;

- (viii) to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Secured Party or receiver shall consider fit;
- (ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the receiver;
- (x) to settle, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Properties or any part thereof;
- (xi) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;
- (xii) to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Properties and do all acts and things incidental thereto;
- (xiii) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Security Provider;
- (xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;
- (xv) To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Party or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;



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- (xvi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and
 - (xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Borrower shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.
- (c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Secured Party;
 - (d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;
 - (e) Subject to the provisions of section 69A of the TP Act, the Secured Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;
 - (f) The Secured Party/Mortgagee from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Secured Party shall not be bound in any case to require any such security;
 - (g) The Secured Party/Mortgagee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Borrower shall or shall not be in liquidation;
 - (h) All the powers, provisions and trusts contained in section 69A of the TP Act, shall apply to the receiver appointed under this Section;
 - (i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor/Borrower and the Mortgagor/Borrower shall be solely responsible for such receiver's acts and defaults and for his remuneration; and
 - (j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Secured Party.



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19. **NOT MORTGAGEE-IN-POSSESSION**

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

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

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

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

21. **COSTS AND EXPENSES**

- (a) The Borrower shall, upon notice from the Secured Party pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Party under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture.
- (b) The Borrower shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization and recovery of the Secured Liabilities shall be added to the Secured



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Liabilities and be secured hereby.

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

22. INDEMNITY

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

23. SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY

23.1 Appointment

The Mortgagor/Borrower hereby appoints the Secured Party as well as each receiver:

- (a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Mortgagor/Borrower to act and execute all deeds and things which the Mortgagor/Borrower is authorized to execute and do under the covenants and provisions herein contained,
- (b) to generally to use the name of the Mortgagor/Borrower in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;



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- (c) to execute on behalf of the Mortgagor/Borrower at the cost of the Mortgagor/Borrower the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;
- (d) to execute on behalf of the Mortgagor/Borrower at the cost of the Mortgagor/Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

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

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

23.2 **Ratification**

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

24. **APPLICATION OF MONIES**

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

25. **WAIVER**

25.1 **No implied waiver or impairment**

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

25.2 **Express Waiver**



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

26. MISCELLANEOUS

26.1 Discharges and Releases

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

26.2 Amendment

The Mortgagor/Borrower and the Secured Party/Mortgagee may amend or supplement the terms of this Indenture by mutual agreement in writing.

26.3 Other Remedies

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

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

26.4 No Legal Title for Lender

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

26.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right,



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remedy or claim under or in respect of this Indenture, or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

26.6 Notices and Communications

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

26.7 Provisions Severable

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

27. INCONSISTENCY

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

28. GOVERNING LAW

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

29. JURISDICTION

29.1 Jurisdiction

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

29.2 Waiver of Objection

The Mortgagor/Borrower waives any objection now or in future, to decide of



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

29.3 Right to take Proceedings in other Jurisdictions

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

29.4 General Consent

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

29.5 Waiver of Immunity

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

30. Notwithstanding anything contained in contrary to this indenture, it is specifically agreed by and between the parties herein that the liability of the Mortgagor shall be limited to the extent of the mortgaged properties and the Mortgagor shall neither be personally liable nor any other properties of the Mortgagor shall be subject matter of charge/mortgage for the mortgage debt secured by these presents in case of any shortfall in the recovery of the loan facility by the Lender. In case of default, the Borrower retains the right to attach and dispose off the mortgaged properties for the recovery of dues without impacting the Landowner's share of revenue, which will be handed



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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over to the Landowner, in case of any sale of the unsold units in the mortgaged properties by the Lender. However, the liability of the Borrower shall not be limited to the value of the mortgaged properties and it will be personally liable and the properties belonging to the Borrower shall be liable in case there is any shortfall in the value of recovery in case of default.

SCHEDULE 1
MORTGAGED PROPERTIES

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

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

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

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

ALL THAT land measuring about 70 Cottahs 10 Chittacks and 36 sq.ft., more or less, presently known and numbered as municipal premises no. 52D, Bondel Road, Kolkata 700019, under Police Station Karaya, municipal ward no. 65 within the limits of the Kolkata Municipal Corporation together with buildings/structures constructed /to be constructed admeasuring about 1,39,906 sq.ft.or any other structure to be constructed in future and the said premises is butted and bounded as under:

On the North	: By Premises no. 8, Rifle Range Road
On The South	: By KMC Road known as Bondel Road
On The East	: Partly by Premises No. 7/3, Rifle Range Road Premises No. 8, Rifle Range Road
On The West	: By partly by premises no. 52B, Bondel Road and by premises no. 47, Bondel Road, partly by premises no. 38H, Bondel Road and Premises no. 38/D, Bondel Road, Kolkata and the aforesaid land is also delineated in the Map/Plan annexed with this deed and bordered in colour 'Red' thereon

Details of Unsold Flats:

S.No.	Floor	Flat Type	Configuration 2/3/4 BHK	SBU
1	1	A	4BHK+5T	3,508



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2	2	B	4BHK+5T	3,646
3	2	C	4BHK+5T	3,440
4	3	A	4BHK+5T	3,651
5	3	B	4BHK+5T	3,603
6	3	C	4BHK+5T	3,437
7	5	A	4BHK+5T	3,596
8	5	B	4BHK+5T	3,646
9	5	C	4BHK+5T	3,440
10	6	A	4BHK+5T	3,651
11	6	B	4BHK+5T	3,603
12	6	C	4BHK+5T	3,437
13	7	C	4BHK+5T	3,439
14	8	C	4BHK+5T	3,440
15	9	B	4BHK+5T	3,603
16	9	C	4BHK+5T	3,437
17	10	C	4BHK+5T	3,439
18	12	A	4BHK+5T	3,651
19	13	B	4BHK+5T	3,639
20	14	C	4BHK+5T	3,440
21	16	A	4BHK+5T	3,604
22	16	B	4BHK+5T	3,639
23	16	C	4BHK+5T	3,439
Total				81,428

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

Sold Unit

S.N o.	Floor	Flat Type	Configuration	SBU (sq.ft.)	Total value	Received till date	Committed receivables
1	7	A	4BHK+5T	3,604	3,60,34,440	11,00,000.00	3,49,34,440
2	7	B	4BHK+5T	3,639	3,63,70,790	11,00,000.00	3,52,70,790
3	8	A	4BHK+5T	3,596	3,62,27,260	1,00,000.00	3,61,27,260
4	8	B	4BHK+5T	3,646	3,67,11,510	11,00,000.00	3,56,11,510
5	10	A	4BHK+5T	3,604	3,68,45,340	2,43,50,000.00	1,24,95,340



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6	10	B	4BHK+5T	3,639	3,53,70,065	1,00,000.00	3,52,70,065
7	11	A	4BHK+5T	3,596	3,71,26,260	1,00,000.00	3,70,26,260
8	11	B	4BHK+5T	3,646	3,54,35,410	11,00,000.00	3,43,35,410
9	11	C	4BHK+5T	3,440	3,31,68,400	1,00,000.00	3,30,68,400
10	13	A	4BHK+5T	3,604	3,79,26,540	49,50,000.00	3,29,76,540
11	13	C	4BHK+5T	3,439	4,31,32,265	11,00,000.00	4,20,32,265
12	14	A	4BHK+5T	3,596	3,82,05,060	1,00,000.00	3,81,05,060
13	14	B	4BHK+5T	3,646	3,87,16,810	11,00,000.00	3,76,16,810
Total				46,695	48,12,70,150	3,64,00,000	44,48,70,150

**SCHEDULE 2
INSURANCE CONTRACTS**

**SCHEDULE 3
NOTICES TO PARTIES**

The address for service of notice to the Borrower shall be:

Belani NPR Housing LLP

Address: 257/A, Deshpran Sasmal Road, P.O. Tollygunge, P.S. Jadavpur,
Kolkata- 700033

Attn: Mr. Krishna Kumar Tekriwal

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

Bajaj Housing Finance Limited

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

Fax No.:

Attn: Mr. Shanky Agarwal

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



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
11 AUG 2023

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

SIGNED, SEALED AND DELIVERED by the withinnamed **MORTGAGOR/SECURITY PROVIDER** in presence of :

1. Anuva Sinha
192C, Picnic Garden Road,
Kolkata - 700 039
P.O. - Gobinda Khatik Road
P.S. Tailjala
2. Narechandra Ran.
43/3, Hazra Road
Kolkata - 700019.

ROCHITA CONSTRUCTION PVT. LTD.

Arundhathi Agastya
Director

MORTGAGOR/SECURITY PROVIDER

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

1. Anuva Sinha
2. Narechandra Ran.

BELANI NPR HOUSING LLP

Krishna Kumar Tekriwal
Designated Partner

Developer / Borrower/Co-Mortgagor

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

1. Anuva Sinha
2. Narechandra Ran.

Arundhathi Agastya



LENDER/ MORTGAGEE

Prepared in our office

Sujay Banerjee
Reg. F/1582/2/H/2018
Advocate Judges Court, Howrah
Identified

Anuva Sinha

Anuva Sinha

wife of Soumyadeb Sinha

Snehalata Apartment, Flat no. 4B,

192C, Picnic Garden Road

P.O. Gobinda Khatik Road

P.S. Tailjala,

Kolkata - 700039



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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Twin memo



BELANI NPR HOUSING LLP

Krishna Kumar Tekriwal
Designated Partner

ROCHITA CONSTRUCTION PVT. LTD.

Arundhati Agrawala
Director



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
11 AUG 2023

SPECIMEN FORM TEN FINGER PRINTS

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

SURESH KUMAR AGARWAL



Handwritten signature of Suresh Kumar Agarwal

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

KAPIL KUMAR AGARWAL



Handwritten signature of Kapil Kumar Agarwal

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

TUHIN MONDAL



Handwritten signature of Tuhin Mondal

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

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



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
11 AUG 2023



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

Query No / Year	19042002043275/2023	Serial No/Year	1904011693/2023
Transaction id	0002190562	Date of Receipt	11/08/2023 5:34PM
Deed No / Year	I - 190411467 / 2023		
Presentant Name	Mr Tuhin Mondal		
Mortgagor	Rochita Construction Private Limited , Belani NPR Housing LLP		
Mortgagee	Bajaj Housing Finance Limited		
Transaction	[0310] Mortgage, Mortgage without Possession by others		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 27,00,00,000/-	Loan Amount	Rs. 27,00,00,000/-
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	498/-	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	I CHAKRABORTY	140622	01/08/2023	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	498/-
Requisition Form Fee	50/-

***Total Amount Received by Cash Rs. 632/-**

(Mohul Mukhopadhyay)

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



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



192023240164908891

GRN Details

GRN:	192023240164908891	Payment Mode:	Online Payment
GRN Date:	10/08/2023 12:59:58	Bank/Gateway:	ICICI Bank
BRN :	2005203115	BRN Date:	10/08/2023 13:01:54
GRIPS Payment ID:	100820232016490887	Payment Init. Date:	10/08/2023 12:59:58
Payment Status:	Successful	Payment Ref. No:	2002043275/2/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	BELANI NPR HOUSING LLP
Address:	DESPRAN SASMAL ROAD 257/A , West Bengal, 700033
Mobile:	9831791697
Depositor Status:	Buyer/Claimants
Query No:	2002043275
Applicant's Name:	Mr SUPRIYO BASU AND ASSOCIATES
Identification No:	2002043275/2/2023
Remarks:	Mortgage, Mortgage without Possession by others
Period From (dd/mm/yyyy):	10/08/2023
Period To (dd/mm/yyyy):	10/08/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002043275/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2002043275/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	55014
			Total	155034

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

00AA 000005

राष्ट्रीय आवास बैंक NATIONAL HOUSING BANK

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



पंजीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION

एम्पलास की जमा-संग्रहियां स्वीकार करने के लिए वैध नहीं।

[NOT VALID FOR ACCEPTANCE OF PUBLIC DEPOSITS]

सं. / No. 09.0127.15

1987 के राष्ट्रीय आवास बैंक अधिनियम की धारा 29A के तहत
राष्ट्रीय आवास बैंक की प्रदात शक्तियों का प्रयोग करते हुए

बजाज हाउसिंग फाइनेंस लिमिटेड

को दूसरी तरफ उद्धृत शर्तों पर
एम्पलास की जमा-संग्रहियां स्वीकार किए बिना
आवास वित्त संस्थान का व्यापार प्रारंभ करने / करने रहने के लिए
यह पंजीकरण प्रमाण पत्र एतद्वारा जारी किया जाता है।

In exercise of the powers conferred on the National Housing Bank by
Section 29A of The National Housing Bank Act, 1987

Bajaj Housing Finance Limited

is hereby granted Certificate of Registration
to commence / carry on the business of a housing finance institution
without accepting public deposits
subject to the conditions given on the reverse.

मेरे हस्ताक्षरों के अधीन नई दिल्ली में आज चर्च-दो हजार पंद्रह
के मिनट्स ग्राह के चौबीसवें दिन जारी किया गया।
Given under my hand at New Delhi this twenty fourth day of the month of
September in the year two thousand fifteen



राष्ट्रीय
आवास बैंक
NATIONAL
HOUSING BANK

प्राधिकृत हस्ताक्षरी
Authorised Signatory

डॉ. संजीव शर्मा / Dr. Sanjeev Sharma
अधीन निदेश / Executive Director

R 18
W 1
111

Major Information of the Deed

Deed No :	I-1904-11467/2023	Date of Registration	11/08/2023
Query No / Year	1904-2002043275/2023	Office where deed is registered	
Query Date	09/08/2023 2:46:31 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIATES 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903635387, Status :Solicitor firm		
Transaction	Additional Transaction		
[0310] Mortgage, Mortgage without Possession by others	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 27,00,00,000/-	Rs. 47,05,38,922/-		
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:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bondel Road, Road Zone : (Ashutosh Ch Avenue -- Bamun Para Lane) , , Premises No: 52D, , Ward No: 065 Pin Code : 700019

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	70 Katha 10 Chatak 36 Sq Ft	25,00,00,000/-	42,33,20,647/-	Property is on Road
Grand Total :				116.6138Dec	2500,00,000 /-	4233,20,647 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	139906 Sq Ft.	2,00,00,000/-	4,72,18,275/-	Structure Type: Structure
Gr. Floor, Area of floor : 139906 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Up to Foundation					
Total :		139906 sq ft	200,00,000 /-	472,18,275 /-	







Mortgagor Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Rochita Construction Private Limited 43/3, Hazra Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Belani NPR Housing 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.:: aaxxxxxx3q,Aadhaar No Not Provided by UIDAI, Status :Organization as Developer, Executed by: Representative, Executed by: Representative

Mortgagee Details :

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

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Suresh Kumar Agarwal Son of Ramjilal Agarwal Date of Execution - 11/08/2023, , Admitted by: Self, Date of Admission: 11/08/2023, Place of Admission of Execution: Office	 <small>Aug 11 2023 5:15PM</small>	 <small>LTI 11/08/2023</small>	 <small>11/08/2023</small>
	43/3, Hazra Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx8h, Aadhaar No: 57xxxxxxxx9671 Status : Representative, Representative of : Rochita Construction Private Limited (as Director)			
2	Name	Photo	Finger Print	Signature
	Mr Krishna Kumar Tekriwal Son of Mr Ramesh Chandra Tekriwal Date of Execution - 11/08/2023, , Admitted by: Self, Date of Admission: 11/08/2023, Place of Admission of Execution: Office	 <small>Aug 11 2023 5:15PM</small>	 <small>LTI 11/08/2023</small>	 <small>11/08/2023</small>
	257/A, Deshpran Sasmal Road, City:- Not Specified, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxx3f, Aadhaar No: 91xxxxxxxx7775 Status : Representative, Representative of : Belani NPR Housing LLP			

3 Name	Photo	Finger Print	Signature
Mr Tuhin Mondal (Presentant) Son of Karunamoy Mondal Date of Execution - 11/08/2023, , Admitted by: Self, Date of Admission: 11/08/2023, Place of Admission of Execution: Office	 <small>Aug 11 2023 5:16PM</small>	 <small>LTI 11/08/2023</small>	 <small>11/08/2023</small>
Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: bixxxxxx5c, Aadhaar No: 64xxxxxxxx5491 Status : Representative, Representative of : Bajaj Housing Finance Limited (as Authorized Signatory)			

Identifier Details :

Name	Photo	Finger Print	Signature
Anuva Sinha Wife of Soumyadeb Sinha Snehalata Apartment, 192C, Picnic Garden Road, Flat No: 4B, City:- Not Specified, P.O:- Gobinda Khatik Road, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039			
	<small>11/08/2023</small>	<small>11/08/2023</small>	<small>11/08/2023</small>
Identifier Of Shri Suresh Kumar Agarwal, Mr Krishna Kumar Tekriwal, Mr Tuhin Mondal			

On 11-08-2023

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 15:26 hrs on 11-08-2023, at the Office of the A.R.A. - IV KOLKATA by Mr Tuhin Mondal

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

Execution is admitted on 11-08-2023 by Shri Suresh Kumar Agarwal, Director, Rochita Construction Private Limited (Private Limited Company), 43/3, Hazra Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Identified by Anuva Sinha, , Wife of Soumyadeb Sinha, Snehalata Apartment, 192C, Picnic Garden Road, Flat No: 4B, P.O: Gobinda Khatik Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Execution is admitted on 11-08-2023 by Mr Krishna Kumar Tekriwal, Partner, Belani NPR Housing LLP (LLP), 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 Anuva Sinha, , Wife of Soumyadeb Sinha, Snehalata Apartment, 192C, Picnic Garden Road, Flat No: 4B, P.O: Gobinda Khatik Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Execution is admitted on 11-08-2023 by Mr Tuhin Mondal, Authorized Signatory, Bajaj Housing Finance Limited (Public Limited Company), Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Anuva Sinha, , Wife of Soumyadeb Sinha, Snehalata Apartment, 192C, Picnic Garden Road, Flat No: 4B, P.O: Gobinda Khatik Road, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, 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 10/08/2023 1:01PM with Govt. Ref. No: 192023240164908891 on 10-08-2023, Amount Rs: 55,014/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2005203115 on 10-08-2023, 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 140622, Amount: Rs.10.00/-, Date of Purchase: 01/08/2023, Vendor name: I CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2023 1:01PM with Govt. Ref. No: 192023240164908891 on 10-08-2023, Amount Rs: 1,00,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2005203115 on 10-08-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 1904-2023, Page from 556778 to 556822
being No 190411467 for the year 2023.**



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.08.23 17:27:09 +05:30
Reason: Digital Signing of Deed.

M-m

**(Mohul Mukhopadhyay) 2023/08/23 05:27:09 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.**

(This document is digitally signed.)