

15/11/2022

(L)

14365/22



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



2/3379850/22 AM 866609

INDENTURE OF MORTGAGE

WITHOUT POSSESSION

30 NOV 2022

BETWEEN

HAPPY NIKETAN PRIVATE LIMITED & M/S. SUKHJIT COMMO SALES PRIVATE LIMITED]

(AS "MORTGAGORS")

&

ALCOVE DEVELOPERS LLP

(AS "MORTGAGOR NO. 3" AND "BORROWER" AND "DEVELOPER")

AND

SBICAP TRUSTEE COMPANY LIMITED

(AS "MORTGAGEE")

THIS INDENTURE OF MORTGAGE (hereinafter referred to as the "Indenture") executed on 30th day of November, 2022, (also mentioned in serial no. 1 of Schedule I) hereto by and between:

Additional Registrar of Assurances-II
Kolkata

Certified that the Indenture is admitted to registration in the City of Kolkata and the same is a part of the public record of this document.
Additional Registrar of Assurances II Kolkata

1-05
30/11/22

1 44820

NAME _____
 ADD _____
 3 0 NOV 2022
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Road, Kolkata

C. T. Co Ltd

27/11/2022

3 0 NOV 2022
3 0 NOV 2022



Identified by
Agniva Chakraborty
S/o Ranjan Chakraborty
High Court, Calcutta
Advocate

ADDITIONAL REGISTRAR
 OF ASSURANCE
 KOLKATA
 3 0 NOV 2022



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



301120222019628185

GRIPS Payment Detail

GRIPS Payment ID: 301120222019628185 Payment Init. Date: 30/11/2022 12:05:27
Total Amount: 154984 No of GRN: 1
Bank/Gateway: SBI EPay Payment Mode: SBI Epay
BRN: 9808702925627 BRN Date: 30/11/2022 12:06:16
Payment Status: Successful Payment Init. From: Department Portal

Depositor Details

Depositor's Name: Mr AJAY KUMAR SHROFF
Mobile: 9831933581

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230196281868	Directorate of Registration & Stamp Revenue	154984
Total			154984

IN WORDS: ONE LAKH FIFTY FOUR THOUSAND NINE HUNDRED EIGHTY FOUR ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





OFFICE OF THE SECRETARY OF DEFENSE
DEPARTMENT OF DEFENSE

MEMORANDUM FOR THE SECRETARY

TO : The Secretary

FROM : [Illegible Name]

SUBJECT: [Illegible Subject]

[Illegible body text]

[Illegible body text]

[Illegible body text]



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



192022230196281868

GRN Details

GRN: 192022230196281868 Payment Mode: SBI Epay
GRN Date: 30/11/2022 12:05:27 Bank/Gateway: SBIPay Payment Gateway
BRN : 9808702925627 BRN Date: 30/11/2022 12:06:16
Gateway Ref ID: 202233445101999 Method: State Bank of India New PG CC
GRIPS Payment ID: 301120222019628185 Payment Init. Date: 30/11/2022 12:05:27
Payment Status: Successful Payment Ref. No: 2003379850/5/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr AJAY KUMAR SHROFF
Address: 68/2, HARISH MUKHERJEE ROAD, KOLKATA 700025
Mobile: 9831933581
EMail: RAJEEV@ALCOVEREALTY.IN
Period From (dd/mm/yyyy): 30/11/2022
Period To (dd/mm/yyyy): 30/11/2022
Payment Ref ID: 2003379850/5/2022
Dept Ref ID/DRN: 2003379850/5/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003379850/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	99970
2	2003379850/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	55014

Total 154984

IN WORDS: ONE LAKH FIFTY FOUR THOUSAND NINE HUNDRED EIGHTY FOUR ONLY.

PAID



General and Special
Administration of the
Department of
Internal Affairs

No.	Name	Rank	Grade	Pay	Remarks
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Handwritten mark or signature at the bottom left corner.

(1) **M/S. HAPPY NIKETAN PRIVATE LIMITED**, (PAN: AABCH8182Q), (CIN:U45203WB2007PTC113326) a Private Limited Company, registered under the provisions of the Companies Act 2013, (hereinafter referred to as "**MORTGAGOR NO.1**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) (2) **M/S. SUKHJIT COMMOSALES PRIVATE LIMITED**, (PAN: AAPCS4563E), (CIN:U51909WB2011PTC159273) a Private Limited Company, registered under the provisions of the Companies Act 1956, (hereinafter referred to as "**MORTGAGOR NO.2**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) all are represented by its constituted attorney viz. **M/S.ALCOVE DEVELOPERS LLP** (PAN: AAZFA6468M) a Limited Liability Partnership incorporation under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 68/2, Harish Mukherjee Road, Post Office- Bhowanipore, Police Station- Kalighat, Kolkata - 700025 represented by its duly authorised person namely Manoj Kumar Dhanuka, Son of Bhagwan Das Dhanuka (Adhaar No. 805747835175) (Pan No. ADWPD2795C) through Board Resolution dated 21/11/2022.

(The Mortgagor No. 1, and Mortgagor No. 2 herein are hereinafter collectively referred to as the "**MORTGAGORS**" of the **FIRST PART**).

AND

M/S. ALCOVE DEVELOPERS LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having LLIPN: AAC-2250 and having PAN No: AAZFA6468M, and having its registered office at 68/2, Harish Mukherjee Road, Post Office- Bhowanipore, Police Station- Kalighat, Kolkata - 700025 duly authorized person namely Manoj Kumar Dhanuka, Son of Bhagwan Das Dhanuka (Adhaar No. 805747835175) (Pan No. ADWPD2795C) through Board Resolution dated 21/11/2022 (hereinafter referred to as the "**BORROWER/DEVELOPER/MORTGAGOR NO. 3**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the **SECOND PART**;

IN FAVOUR OF

SBICAP TRUSTEE COMPANY LIMITED (PAN: AAJCS8105J), a public limited company incorporated under the Companies Act, 1956, having its registered office at 202, Maker Tower "E", Cuffe Parade, Mumbai - 400 005 and an office, among others, at Mistry Bhavan, 04th Floor, 122 Dinshaw Vachha Road, Churchgate, Mumbai - 400020 as well as a local branch office at 24 Park Street, First Floor, Post Office & Police Station Park Street, Kolkata-700 016, represented through its Advisor, **Sri Nawal Kishore Choudhary**, son of Late Dwarika Prasad Choudhary, (PAN- AFEPCC2477E) (ADHAAR NO. 603150844244) by faith- Hindu, by occupation-service and specifically working for gain at **SBICAP TRUSTEE COMPANY LIMITED**, First



Handwritten signature or mark.

30 NOV 2022
Faint rectangular stamp impression, possibly a date stamp.

Floor, Post Office & Police Station Park Street, Kolkata-700 016, residing at SBI Officers Residential Complex, HC Block 2/303, Salt Lake City, Sector - III, Police Station- Bidhannagar, District-24 Parganas, North, PIN-700106, details of which are stated in serial no. 4 of Schedule I appended hereto (hereinafter referred to as the "MORTGAGEE", which expression shall, unless it be repugnant to the subject or context thereof, shall include its successors and permitted assigns) constituting the party of the **OTHER PART** - for and on behalf of and for the benefit of the Lender, the STATE BANK OF INDIA (as defined in the Security Trustee Agreement to which reference is made in serial no. 3 of Schedule I appended hereto (hereinafter referred to as the "**Security Trustee Agreement**").

(Each of the party mentioned above, are hereinafter collectively referred to as a "**Parties**").

WHEREAS:

- A. By virtue of execution of finance documents (as defined in the Security Trustee Agreement), the Lender (as also defined in the Security Trustee Agreement) has/have (sanctioned/ granted] to the Borrower (Mortgagor No. 3) and the Borrower (Mortgagor No. 3) has agreed to avail from the Lender, on the terms and conditions contained in the Finance Documents, certain facilities not exceeding amounts in the aggregate as mentioned in Schedule II appended hereto (hereinafter referred to as the "Facilities" or the "said Facilities").
- B. At the request of the Borrower (Mortgagor No. 3) and the Lender, the Mortgagee has agreed to act as security trustee and agent for the benefit of the Lender pursuant to the Security Trustee Agreement and to hold the Security (as defined below) to be created pursuant to the Security Documents in accordance with the respective terms thereof, and settled in trust for the benefit of the Lender.
- C. The Acceding Lender (as defined in the Security Trustee Agreement) may accede to the Security Trustee Agreement and consequently to the Finance Documents.
- D. One of the conditions stipulated by the Lender for sanction of the Facilities is that the Facilities together with all interest, additional interest, commitment fee, penal interest where applicable, liquidated damages, fees, prepayment premium, remuneration payable to the Security Trustee, costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable by the Borrower (Mortgagor No. 3) under the Finance Documents



1

30 NOV 2000

(hereinafter referred to as the "Mortgage Debt") shall be secured, inter alia, by a charge on the Mortgaged Properties (as defined below).

- E. Accordingly, the Mortgagee has called upon the Mortgagors to create Security by way of mortgage by executing this Indenture which the Mortgagors has executed in the manner hereinafter expressed, and it should be noted that while the current Term Loan has been taken on sole banking basis from SBI, when a consortium of lenders is formed to enhance/modify credit limits on the Mortgaged Properties (as defined below), the Mortgagee shall then hold the mortgage for the benefits of the State Bank of India and such other Consortium Lender(s) on pari-passu basis.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED AND DECLARED BY THE BORROWER AS UNDER:

1. Definitions and Principles of Interpretation and Construction

1.1 Definitions

Unless otherwise defined herein, capitalised terms in this Indenture (including as used in the recitals) shall have the meanings given to them in the Security Trustee Agreement:

"Indenture" shall mean this Indenture of Mortgage including the schedules hereto including any amendment or supplement made from time to time in accordance with the provisions hereof.

"Adverse Effect" means any effect which adversely affects (a) the business condition (financial, managerial or operational), operations, performance, properties or prospects of the Borrower, (b) the rights and remedies of the Secured Party under or pursuant to this Indenture and under the Finance Documents, as the case may be, including the ability to enforce the same, or (c) the validity and/or the enforceability of the Finance Documents including this Indenture.

"Mortgaged Properties" means the assets and properties, as more particularly mentioned in Part-A of Schedule III appended hereto, expressed to be mortgaged and all other properties hereby made as specific security for the repayment / payment of the Mortgage Debt for the time being owing and intended to be secured hereunder and all future properties hereinafter agreed to be mortgaged by the Borrower to the Mortgagee.

"Security" means the Security Interests created in favour of the Mortgagee under the Security Documents to secure all or any part of the Mortgage Debt.



1

LIBRARY OF THE
UNIVERSITY OF AUSTRALIA
30 NOV 2002

1.2 Principles of Interpretation and Construction

In this Indenture unless the context otherwise requires:

- (i) Reference to an Account includes a reference to any sub-account of that Account;
- (ii) The singular includes the plural and vice-versa;
- (iii) Headings and the use of bold typeface shall be ignored in its construction;
- (iv) Recitals, clauses, schedules hereto shall form an integral part of this Indenture and any reference to the same unless expressly provided shall mean reference to recitals, clauses, schedules of this Indenture;
- (v) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (vi) The words "other" or otherwise and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (vii) References to the word "includes" or "including" are to be construed without limitation;
- (viii) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (ix) the words "herein", "hereto" and "hereunder" refer to this Indenture as a whole and not to the particular Clause in which such word may be used; words importing a particular gender include all genders;
- (x) Any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;
- (xi) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (xii) references to any law shall include references to such law as it may, after the date of this Indenture, from time to time be amended, supplemented or re-enacted;



1

ADDITIONAL REPAIR
OF ASSURANCE
30 NOV 2000

(xiii) unless the reference to month is for specifying a period, all references to "month" shall mean English calendar month provided that wherever the reference to the expression "month" is used in the context of period, it shall mean a period of thirty days. All references to quarter shall, unless specified otherwise, mean a period of three months commencing on 1st January, 1st April, 1st July and 1st October;

(xiv) all references to approval, consent, permission, authorization, concurrence, satisfaction, waiver etc. of the Lender and / or the Mortgagee shall be valid only if given in writing and before any action or omission that is stipulated to have it; and

(xv) unless otherwise specified, in this Indenture, in the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including", respectively.

1.3 Declaration of Trust

The Mortgagee shall hold the Security created under this Indenture, including the covenants and mortgages given by the Mortgagors pursuant hereto, in trust for the benefit of the Lender pursuant to the Security Trustee Agreement, for the due repayment and discharge by the Mortgagors of the Mortgage Debt.

2. Covenant to Pay

In pursuance of the Finance Documents and in consideration of the Lender having, at the request of the Borrower, granted / extended and/or agreed to grant / extend the Facilities to the Borrower on the terms and subject to the conditions set out in the Finance Documents and in consideration of the premises, the Borrower hereby agrees, confirms and undertakes that the Borrower shall repay / pay the Mortgage Debt, as stipulated and in the manner set out in the Finance Documents and shall duly observe and perform all the terms and conditions of the Finance Documents.

3. Mortgage

a) In pursuance of the Finance Documents and for the consideration aforesaid and as Security for the repayment / payment by the Borrower of the Mortgage Debt as stipulated and in the manner set out in the Finance Documents and/or the other Finance Documents hereby secured or intended to be hereby secured.

The Mortgagors doth hereby mortgage unto the Mortgagee all the Mortgaged Properties particularly described in the Part - A of Schedule III



8

ADDITIONAL REGISTRAR
OF ASSURANCE - H. M. S. DATA
30 NOV 2000

hereto thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the lands described in the Part - A of Schedule III hereto of the Mortgagors and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.

b) Upon happening of an Event of Default and the Security constituted hereunder becomes enforceable, the Mortgagee may, at the cost and request of the Mortgagors do or concur with the Mortgagors in doing all or any of the things which the Mortgagors might have done in respect of the Mortgaged Properties and particularly, but not by way of limitation may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, deal with or exercise any right in respect of all or any of the Mortgaged Properties upon such terms and for such consideration as the Mortgagee deems fit. Provided that all property of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment therefrom of the costs and expenses of and incidental to such dealing shall be and become part of the Mortgaged Properties and shall be paid to or vested in or specifically charged in favour of the Mortgagee in such manner as the Mortgagee shall require.

4. Security

4.1 Continuing Security

The Security created by or pursuant to this Indenture is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Borrower, any intermediate payment or settlement of account or other matter or thing whatsoever unless the Lender have confirmed in writing that the Mortgage Debt is fully and completely discharged to their satisfaction and is in addition and without prejudice, to any other security, 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 without first having recourse to any other rights of the Mortgagee against the Mortgagors or may be enforced for any balance due remaining after the Mortgagee have resorted to any other one or more means of obtaining payment or discharge of the Mortgage Debt.

4.2 The Mortgaged Properties shall be and remain security to the Mortgagee for the due repayment / payment of the Mortgage Debt as stipulated and in the manner set out in the Finance Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagors/Borrower, until the occurrence of one or more of the Events of Default, under which circumstance the Security



8

ADDITIONAL REGISTRAR
OF ASSURANCE - H. K. KATA
30 NOV 2022

hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagors/Borrower.

4.3 Other Security

This Security created by or pursuant to these presents is in addition to and shall neither be merged in, nor in any way excluded or prejudiced, or be affected by any other Security Interest, 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 Mortgagors or any other person in respect of the Mortgage Debt.

4.4 Cumulative Powers

The powers which this Indenture confers on the Mortgagee and any Receiver appointed hereunder is cumulative and, without prejudice to their respective powers under the Applicable Law and/ or the other Finance Documents and may be exercised as often as the Mortgagee or the Receiver thinks appropriate in accordance with this Indenture. The Mortgagee or the Receiver may, in connection with the exercise of their powers, join or concur with any other person in any transaction, scheme or arrangement whatsoever; and the Mortgagors acknowledges 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.

4.5 Avoidance of Payments

If any amount paid by the Borrower in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid.

5. Provision for Redemption

If the Borrower shall have paid in full the Mortgage Debt, in accordance with the Finance Documents to the satisfaction of the Secured Party, the Mortgagee shall do all such other things as may be reasonably necessary to release the Mortgaged Properties from the Security created hereunder, without recourse to and without any representation or warranty of any kind by or on behalf of the Mortgagee.



R

ADDITIONAL REGISTRAR
OF ASSURANCE-KARNATAKA
30 NOV 2012

6. Declarations and Warranties

6.1 The Mortgagors hereby declares, represents and covenants that:

i) the Mortgaged Properties hereinbefore expressed to be mortgaged are, the absolute property(ies) of the Mortgagors and are free from any other mortgage or charge and are not subject to any lien, lispendens, attachment or other process issued by any court or other Authority;

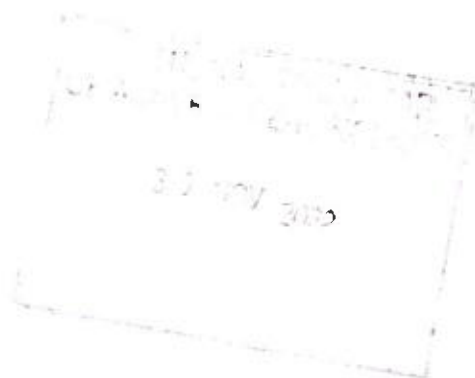
ii) notwithstanding anything by the Mortgagors done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Mortgagors now has power and authority to mortgage unto the Mortgagee the Mortgaged Properties;

iii) upon happening of an Event of Default it shall be lawful for the Secured Party upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Mortgagors or any other person or persons claiming by, through under, or in trust for the Mortgagors and that freed and discharged from or otherwise by the Mortgagors and sufficiently indemnified by the Borrower against all encumbrances and demands whatsoever;

iv) the Mortgagors shall from time to time execute all such deeds, documents and assurances and do all such acts and things as the secured Party may require for exercising the rights under these presents or for effectuating and completing the Security hereby created and shall, and at all times after the Security hereby constituted shall become enforceable execute and do all such deeds, documents, assurances, acts and things as the Secured Party may require for facilitating realisation of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Secured Party or any Receiver and in particular the Mortgagors shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to their nominees and shall give all notices, orders and directions which the Mortgagee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any Authority as the Mortgagee may require for the consent, sanction or authorization of such Authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagors and for the purposes aforesaid a certificate in writing signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact;



1



v) the Mortgagors/Borrower shall maintain and keep in order, repair and in good condition the Mortgaged Properties. In case they fails to keep in order, repair and in good condition the Mortgaged Properties or any part thereof, then the Secured Party may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Secured Party and their costs and charges therefore shall be reimbursed by the Borrower;

vi) the Mortgagors shall keep proper books of account as required by any Applicable Law and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Mortgagors and keep the said books of account and all other books, registers and other documents relating to the affairs of the Mortgagors at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Mortgagors will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Mortgagors shall at all times be open for inspection of the Mortgagee and such person or persons as the Mortgagee shall, from time to time, in writing for that purpose, appoint. All original documents in relation to the Mortgaged Properties if not already handed over to the Mortgagee shall be held by the Mortgagors in trust for the Mortgagee;

viii) the Mortgagors shall give to the Secured Party or to such person or Persons as aforesaid such information as they or he or she or any of them shall require as to all matters relating to the business, property and affairs of the Mortgagors and at the time of the issue thereof to the shareholders/members/partners, if any, of the Mortgagors furnish to the Secured Party copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the shareholders/members/partners and the secured Party shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Mortgagors or any part thereof and to investigate into the affairs thereof and the Mortgagors shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and the Borrower shall pay all costs, charges and expenses of and incidental to such examination and investigation;

ix) the Mortgagors shall permit the Secured Party and such Person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and the Borrower shall pay all travelling, hotel and other expenses of any person whom the Secured Party may depute for the purpose of such inspection and if the Secured Party shall, for any reason, decide that it is necessary to employ an expert, the Borrower shall pay the fees and all travelling, hotel and other



Handwritten signature or mark.

ASSISTANT SECRETARY
OF PUBLIC RELATIONS

expenses of such an expert. If in the reasonable opinion of the Secured Party and such Person, as they shall, from time to time in writing for that purpose appoint, there is any need for repair thereof or other works, matters, or things are required in order to preserve its Security hereunder, then the Secured Party and such Person, as they shall, from time to time in writing for that purpose appoint, shall give notice thereof to the Mortgagors/Borrower calling upon the Mortgagors/Borrower to repair or replace the same. Upon the Mortgagors/Borrower failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part hereof at the expense of the Borrower and such amounts together with interest thereon shall form a part of the Mortgage Debt;

x) the Mortgagors/Borrower shall punctually pay all rents, royalties, Taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by them as and when the same shall become payable and when required by the Secured Party produce the receipts of such payment and also punctually pay and discharge all debts, obligations and liabilities which may have priority over the Security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagors/Borrower in respect of any part of the Mortgaged Properties;

xi) the Mortgagors shall forthwith give notice in writing to the Secured Party of commencement of any proceedings directly affecting the Mortgaged Properties and The Borrower has submitted the latest Sales/Lease Booking status of Units/Flats in the aforementioned Project to the Lender/Security Trustee. Subject to the Sanction's Terms & Conditions, the Lender/Security Trustee shall, from time to time, issue NOC/Releases for the Units Booked/to be Booked in the said Project.;;

xii) the Mortgagors/Borrower shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 1956 and the notified provisions of the Companies Act, 2013 (if applicable) and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other law of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents and in accordance with the Mortgagor's constitutional documents (if any);

xiii) the Mortgagors shall diligently preserve its corporate existence (if applicable) and that it will comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body



1

ADDITIONAL REGISTRAR
OF COMPANIES
CALCUTTA

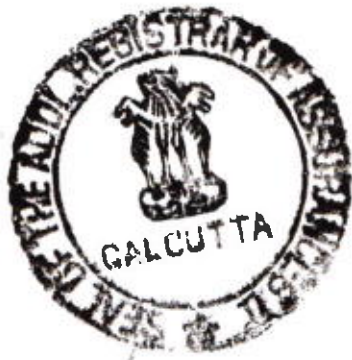
applicable to the Mortgaged Properties or any part thereof PROVIDED THAT the Mortgagors may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the Security for the Mortgage Debt is not thereby materially endangered or impaired. The Mortgagors will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Mortgage Debt by the Borrower might or would be hindered or delayed;

xiv) the Mortgagors/Borrower shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when they may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise and in the event of they failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Secured Party will be at liberty (but shall not be bound) to pay the same and the Mortgagors/Borrower shall reimburse the same to the Secured Party on demand;

xv) the Borrower shall reimburse all sums paid or expenses incurred by the Secured Party or any Receiver, attorney, manager, agent or other person appointed by the Secured Party for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry further interest at the default interest rate specified in the Finance Documents as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Borrower will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by the Secured Party, the Borrower shall, forthwith on demand, reimburse the same to the Secured Party and until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties;

xvi) the Mortgagors shall promptly inform the Secured Party if it has knowledge of a notice of any application for winding up/ dissolution/ bankruptcy / Insolvency having been made or any statutory notice of winding up or dissolution under the Companies Act, 1956 (if applicable) or Companies Act, 2013 (as applicable) or other Applicable law or otherwise of any suit or other legal process intended to be filed or initiated against the Mortgagors and affecting the title to the Mortgagors' properties or if a Receiver is appointed of any of its properties or business or undertaking;

xvii) the Mortgagors shall promptly inform the Secured Party of the occurrence of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Mortgaged Properties or on the operations of the Mortgagors;



8



xviii) the Mortgagors shall promptly inform the Secured Party of any loss or damage which the Mortgaged Properties may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Mortgaged Properties may not have been insured;

xix) the Mortgagors shall not sell or dispose of the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever;

(xx) the Mortgagors hereby represents and warrants that :

(a) the Mortgagors have the competence and power to execute these presents;

(b) the Mortgagors have done all acts, conditions and things required to be done, fulfilled or performed and all authorisations required or essential for the execution of these presents or for the performance of the Mortgagor's obligations in terms of and under these presents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;

(c) these presents have been duly and validly executed by the Mortgagors and these presents constitute legal, valid and binding obligations of the Mortgagors;

(d) the entry into, delivery and performance by the Mortgagors of and the transactions contemplated by, these presents do not and will not conflict with: (i) any Applicable Law; (ii) the constitutional documents, if any, of the Mortgagors; or (iii) any document which is binding upon the Mortgagors or on any of its assets;

(e) (i) the execution or entering into by the Mortgagors of these presents constitutes and performance of its obligations under these presents will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Mortgagors is not, will not be entitled to and will not claim immunity for themselves or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to these presents;

(f) the Mortgagor's agreement that these presents are governed by Indian law, is legal, valid and binding on the Mortgagors;

(g) except to the extent disclosed to the Secured party, no litigation, arbitration, administrative or other proceedings pending or intimated to be taken against the Mortgagors or its assets, which, if adversely determined, might have a Material Adverse Effect;



1

ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA
30 NOV 2022

- (h) (1) all information communicated to or supplied by or on behalf of the Mortgagors to the Secured Party from time to time in a form and manner acceptable to the Secured Party, is true and fair/true, correct and complete in all respects as on the date on which it was communicated or supplied;
- (2) nothing has occurred since the date of communication or supply of any information to the Secured party which renders such information untrue or misleading in any respect.

7. **Covenants and Permitted Use**

The Mortgagors does hereby further covenant that:

(a) **Enter Possession etc.**

Upon happening of an Event of Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thenceforth the Mortgagors shall take no action inconsistent with or prejudicial to the right of any of the Secured Party quietly to possess, use and enjoy the benefits thereof without interruption or hindrance by the Mortgagors and upon the taking of such action, the Secured Party shall also be Indemnified, from and against all former and other estates, title, claims, demands and encumbrances whatsoever in, to or upon the Mortgaged Properties, unless caused by the fraud, gross negligence or wilful misconduct of any of the Secured Party or that of its officers or employees.

(b) **Further Assurances**

The Mortgagors and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest into, to or upon the Mortgaged Properties and any future assets comprised in this Indenture 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 and any future assets comprised in this Indenture unto the Mortgagee on the terms of this Indenture as shall be reasonably required.



l

ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA
30 NOV 2012

(c)

The Borrower will at all times during the continuance of the security, at its own cost, whenever called upon by the Security Trustee and / or Lender satisfy Security Trustee and/or Lender that the Mortgagor's and/or Borrower's title to the said property more particularly described in the schedule hereunder written is clear and marketable and without reasonable doubts;

(d) The Mortgagor/Borrower shall not create any further charges, hypothecation, encumbrances, mortgages in any manner whatsoever over the said property without the prior written consent of Security Trustee and/or Lender and shall not do any which would prejudice the said property in any manner whatsoever;

8. Failure to Pay

It is hereby agreed and declared that if the Borrower shall fail to pay to the Secured Party, the Mortgage Debt or any part thereof in the manner provided herein or in the Finance Documents then and in that event the Mortgaged Properties hereby mortgaged and charged or expressed so to be shall not be redeemed or be redeemable by the Borrower or any other person or Persons interested in the equity of redemption thereof at any time thereafter except as provided below. If the Borrower subsequently seeks to redeem the Mortgaged Properties, the Secured Party shall be entitled to refuse to accept payment of the Mortgage Debt unless the Borrower or such person or persons shall have given to any Secured Party prior notice of one month in writing of its/their intention to pay off the Mortgage Debt on any Business Day during banking hours unless otherwise agreed to by the Secured party and shall pay the same accordingly and in conformity with such notice on such appointed day. In the alternative and in default or in lieu of such notice the Borrower or such person or persons shall pay to the Secured Party in addition to the Mortgage Debt and at the same time a further sum equivalent to 1 (one) months' interest on the Mortgage Debt at the interest rate as aforesaid. Every failure on the part of the Borrower or such Person or Persons to pay off the Mortgage Debt 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 to one months' further interest at the rate aforesaid.



l

UNIVERSITY OF ALABAMA
LIBRARY
30 NOV 2009

9. Enforcement

9.1 Enforceability of Security

The security created hereunder in favour of the Mortgagee shall become enforceable upon the occurrence of an Event of Default and such Event of default has not been curbed or mitigated within the cure period (if any) specified in the Finance Documents.

9.2 General Enforcement Powers and Appointment of Receiver

a) Upon the happening of any Event of Default, the Mortgagee may (but subject to the provisions herein contained as to notice where such provision is applicable) in its discretion, enter upon or take possession of and/or receive, collect the rents, profits and income of the Mortgaged Properties or any of them or any part thereof and subject to and with the rights conferred on them, may at its discretion, sell, call in, collect and convert into monies the whole or part of the Mortgaged Properties with full power to sell any of the Mortgaged Properties either by public auction or private contract and e-auction or private contract and either for a lumpsum or a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as the Mortgagee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Mortgaged Properties or any part thereof and re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as it shall think fit PROVIDED that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf (hereinafter referred to as the "Power of Sale"), the Mortgagee shall give written notice of their intention to the Mortgagors BUT the Mortgagee shall not be bound to give any such notice in any case where it shall certify, either before or after entry, that in their opinion further delay would imperil the interests of the Mortgagee, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the Mortgagee shall have been made or passed. The Mortgagee shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facilities, the Borrower shall provide to the Mortgagee the payment of monies so in arrears within



1

ADDITIONAL REGISTRAR
OF ASSURANCE COMPANIES
31/10/1912

three months next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Borrower shall, within 30 (thirty) days of the receipt of a notice, remove, discharge or pay-out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Mortgagee and any compensation so paid to the Mortgagee shall be deemed to be part of the Mortgaged Properties.

b) On the happening of any Event of Default and upon the Security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale, the Mortgagee may, if it shall think fit so to do but not otherwise, either itself carry on and manage the business of the Borrower in respect to the Mortgaged Properties or appoint a Receiver to carry on and manage the same and the Mortgagee or the Receiver may manage and conduct the same as they shall in their discretion think fit.

The Mortgagee or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things:

- i. Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Mortgagee or the Receiver shall think fit and proper;
- ii. Renew or replace such plant / equipment as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Properties;
- iii. Acquire and provide all such machinery, materials and things as the Mortgagee or the Receiver may consider necessary;
- iv. Insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Mortgagee or the Receiver shall think fit;
- v. Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may



1

ADDITIONAL REGISTRAR
OF ASSISES
BANGALORE
33 NOV 2000

arise in connection with the said business of the Mortgaged Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;

- vi. Bring, take, defend, compromise, submit to arbitration and/or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;
- vii. Allow time for payment of any debt with or without security;
- viii. Subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Mortgagee or the Receiver shall think fit ;
- ix. Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Mortgagors and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise ;
- x. Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Properties and, in particular, the terms of any concession or licence for the time being held;
- xi. Execute and do all such acts, deeds, matters and things as to the Mortgagee or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;
- xii. Establish, maintain and operation all Mortgagee accounts Borrower; give discharge for all amounts paid to the Borrower by any persons; sign receipts in respect of amounts received.

c) The Mortgagee or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business in respect to the Mortgaged Properties as the Mortgagee / Receiver could do or cause to be done if the Mortgagee / Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business without being answerable for any loss or damage which may happen thereby.



1

ADDITIONAL REGISTRAR
OF ASSUES ~~...~~ KOLKATA
3 3 1921 2-2

d) The Mortgagee may raise or borrow such monies on the security of the Mortgaged Properties or any part thereof, subsequent to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any mortgages or charges for the time being on the Mortgaged Properties or any part thereof or any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such monies as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit.

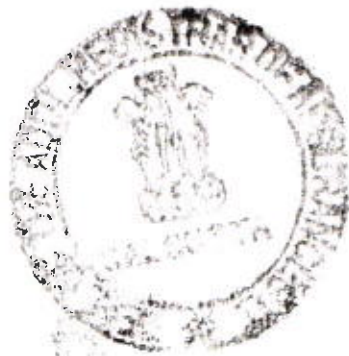
e) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882 and to such of the provisions of Applicable law, the Mortgagee, at any time after the security hereby constituted becomes enforceable and whether or not the Mortgagee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the powers hereinbefore conferred upon the Mortgagee after such entry into or taking possession may, in writing, appoint any official of the Mortgagee as Receiver(s) of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Mortgagee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Mortgagee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Mortgagee after entering into or taking possession by the Mortgagee shall apply to a Receiver appointed before entering into or taking possession by the Mortgagee and in particular such Receiver shall be deemed to be the agent of the Mortgagors/Borrower which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver:

i. Appointment before or after possession:

Such appointment may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties or any part thereof;

ii. Receiver to be invested with powers by the Mortgagee:

Such Receiver may be invested by the Mortgagee with such powers and discretions including powers of management as the Mortgagee may think expedient;



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSUES *[illegible]* KOLKATA
30 NOV *[illegible]*

iii. Receiver to exercise powers vested in the Mortgagee:

Unless otherwise directed by the Mortgagee, the Receiver shall have and may exercise all the powers and authorities vested in the Mortgagee;

iv. Receiver to conform to regulations made by the Mortgagee:

The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Mortgagee from time to time;

v. Receiver's remuneration:

The Mortgagee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Borrower alone shall be liable for the payment of such remuneration;

vi. Receiver to give security:

The Mortgagee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given, but the Mortgagee shall not be bound in any case to require any such security;

vii. Receiver to pay the monies:

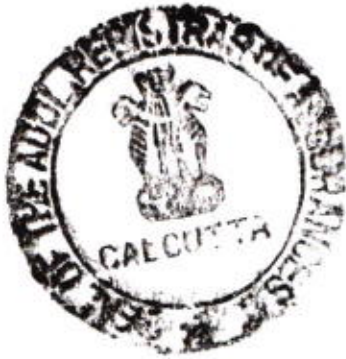
Unless otherwise directed by the Mortgagee all monies from time to time received by such Receiver shall be paid over to the Mortgagee of and concerning the monies arising from any sale, calling in, collection or conversion;

viii. Mortgagee may pay monies to Receiver:

The Mortgagee may pay over to the Receiver any monies constituting part of the Mortgaged Properties to the intent that the same may be applied for the purposes hereof by such Receiver and the Mortgagee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

ix. Receiver's power to borrow on the Mortgaged Properties:

Subject as provided herein the Receiver may for the purpose of carrying on the business of the Mortgagors as mentioned in 9.2(b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the purposes raise and borrow monies on the security of the Mortgaged Properties or any part thereof at such rate or rates of interest and generally on such terms and conditions as



1

30 APR 2000

he may think fit and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Mortgagee but the Mortgagee shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

x. Receiver Agent of the Mortgagors:

Every such Receiver shall be the agent of the Mortgagors/Borrower for all purposes and they shall only be responsible for his acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Mortgagee shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver;

xi. Applicability of the Transfer of Property Act, 1882:

Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a Mortgagee or Receiver shall, so far as applicable, apply to such Receiver.

f) Subject as aforesaid, the Mortgagee may invest the net capital monies upon some or one of the investments hereinafter authorised or place the same upon deposit or in current account in the name of the Mortgagee with any scheduled bank(s) with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such investments for any of the purposes for which such proceeds are under these presents authorised to be expended. And subject as aforesaid the Mortgagee shall stand possessed of the said investments until the Power of Sale shall arise to pay the income thereof and any net monies in the nature of income arising to the Mortgagors and after the Power of Sale shall have arisen shall hold the said investments and monies and the income thereof respectively and the net monies in the nature of income upon and for the purposes hereinbefore expressed concerning the monies to arise from any sale, calling in, collection and conversion made as aforesaid PROVIDED ALWAYS that in default of such Power of Sale arising and after payment and satisfaction of all monies intended to be secured by these presents the said investments monies and income thereof and net monies last aforesaid shall be held in trust for the Mortgagors or its assigns.



1



g) Any monies which under the powers herein contained ought to be invested by the Mortgagee may be invested in the name of the Mortgagee or under the legal control of the Mortgagee in any of the investments as may be deemed fit by the Mortgagee with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Mortgagee in Scheduled bank(s).

h) In addition to the powers hereinbefore given, the Mortgagee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Mortgaged Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagors or be otherwise in jeopardy and where a Receiver is appointed under this Clause the provisions of sub-clauses (b) and (d) above shall apply mutatis mutandis and the Mortgagee may at any time give up possession or discharge the Receiver.

i) The Mortgagee shall not, nor shall any Receiver as aforesaid, be liable by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part or parts thereof, to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable.

j) if and when the Mortgagee shall have made an entry into or taken possession of the Mortgaged Properties under the powers conferred upon the Mortgagee by these presents, the Mortgagee may at any time afterwards give up possession of the Mortgaged Properties or any of them or any part or parts thereof to the Mortgagors/Borrower either unconditionally or upon such terms and conditions as may be specified by the Mortgagee.

k) The Mortgagee shall out of the monies received by the Mortgagee in carrying on the business as mentioned in sub-clause 9.2(b) above and out of the rents, profits and income of the Mortgaged Properties, pay and discharge the costs, charges and expenses incurred in carrying on



1

ADDITIONAL DEPOSIT
OF ALIEN REGISTRATION
3 2 1940

the business including the remuneration of the Receiver (if any) and in the management of the Mortgaged Properties or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Mortgagee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.

l) Until occurrence of any of the Events of Default the Mortgagee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Borrower or its business related to the Mortgaged Properties or the custody, care, preservation or repair of the Mortgaged Properties or any part thereof.

m) In the event of the Government taking over the management of the Mortgagors and/or the Mortgaged Properties and/or the entire undertaking of the Mortgagors and/or in the event of nationalisation of the Mortgagors or its business or a moratorium being passed or in case the running of the business of the Mortgagors or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of The Industrial (Development and Regulation) Act, 1951 or under any other Applicable law, the Mortgagee shall be entitled to receive the whole of the compensation to which the Mortgagors shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions of the Finance Documents and all monies secured hereunder shall become immediately payable and the Security created hereunder shall become enforceable.

n) No purchaser, Mortgagors, mortgagee or other person dealing with the Mortgagee or any Receiver appointed by them or their attorneys or agent shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Mortgagee or Receiver and in the



1

ADDITIONAL REGISTRAR
OF ASH - ANGE-II, KOLKATA
30 NOV 2022

absence of malafides on the part of such purchaser, Mortgagors, mortgagee or other person such dealing shall be deemed, so far as regards the safety and protection of such Person, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Mortgagors or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

o) Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Mortgagee for the purchase money of any of the Mortgaged Properties are sold and for any other monies paid otherwise howsoever to them shall effectually discharge the purchaser(s) or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

p) The Mortgagee may, at any time after the Security hereby constituted becomes enforceable, apply to the relevant Court for an order that the powers hereof be exercised and carried into execution under the directions of the Court and for the appointment of a Receiver or Receivers and manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as the Mortgagee shall deem expedient and shall be Indemnified by the Mortgagors against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

10. Non-Applicability of certain provisions of the Transfer of Property Act, 1882

10.1 Section 67A

The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to this Indenture and the Mortgagee notwithstanding that the Mortgagee may hold two or more mortgages executed by the Mortgagors including this Indenture in respect of which the Mortgagee shall have the right to obtain the kind of decrees under Section 67 of the Transfer of Property 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.



1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2020

10.2 Section 65A

The Mortgagors/Borrower shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply in respect of this indenture.

11. Protection of Mortgagee and Receiver Limitation of Liability

11.1 Limitation of Liability

Neither the Mortgagee nor any receiver lawfully appointed 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 the rights, powers, authorities, discretions and trusts as may be set out herein save and except for any wilful default, misconduct, misfeasance, malfeasance or gross negligence on part of the Mortgagee and/or any receiver.

12. Costs and expenses

12.1 Legal Fees and Expenses

The Borrower shall pay all legal fees, reasonable costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party in connection with and incidental to the assertion or defence of the rights of the Lender as for the protection and security of the Mortgaged Properties and for the demand, realisation and recovery of the Mortgage Debt shall be added to the Mortgage Debt respectively and be secured hereby.

12.2 Stamp Duty and Other Fees on Execution, Registration, etc.

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other reasonable charges payable on or in connection with the execution, issue, delivery, registration of this Indenture, the Security Trustee Agreement and any document, act and registration performed pursuant hereto, or according to the laws for the time being or at any time in force in the state in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties, taxes, fees, penalties, or other charges payable hereinabove, then the Secured Party may pay such amounts on behalf of the Borrower. Any money paid by any of the Secured Party as aforesaid shall constitute a part of the Mortgage Debt.

13. Indemnity

The Secured Party, any Receiver or other person appointed by the Secured Party shall be entitled to be indemnified out of Mortgaged Properties and kept indemnified and harmless against all liabilities and expenses incurred by it in the



9

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2015

execution or purported execution of the powers and trusts thereof including liabilities and reasonable expenses consequent to any mistake, oversight or error of judgment (other than those liabilities and expenses arising out of gross negligence or wilful default) on the part of the Secured Party, any receiver lawfully appointed or legal representative and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anyway relating to the Mortgaged Properties.

14. ATTORNEY

14.1 Appointment

The Mortgagors hereby irrevocably appoint the Mortgagee as well as each Receiver (as applicable) to be appointed under this Indenture to be its attorney or attorneys for and in respect of the Mortgaged Properties and in the name and on behalf of the Mortgagors to:

- a. act and execute all deeds and things which the Mortgagors is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagors in the exercise of all or any of the powers conferred by this Indenture or by law;
- b. execute on behalf of the Mortgagors at the cost of the Borrower the powers conferred hereunder or by law;
- c. execute on behalf of the Mortgagors at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove; and preserve, enforce and realise the Security at the costs of the Borrower.

Provided at any time prior to the occurrence of an Event of Default, the Mortgagee shall exercise its powers under this clause only if the Mortgagors fails to comply with the instructions of the Mortgagee under this Indenture.

14.2 Ratification

The Mortgagors covenants with the Mortgagee to ratify and confirm all acts or things made done or executed by any attorney as contemplated by Clause 14.1 hereinabove save and except for any act which results wilful misconduct, misfeasance, malfeasance or gross negligence on part of the Mortgagee or Receiver.

15. Application of monies

All monies received by the Mortgagee or any Receiver appointed under this Indenture whether prior to or as a result of the enforcement of the Security Interest constituted hereunder shall be held upon trust and shall be applied by the Mortgagee



OFFICE OF THE
COMMISSIONER OF
REVENUE
NOV 20 2004

(except as otherwise required by law) in the first place, to reimburse themselves and pay, retain or discharge all the reasonable costs, charges and expenses including the Receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies:

(a) Firstly, to the Mortgage Debt that is owed to the Lender and/or the Mortgagee whether the same shall be due or not; and

(b) Secondly, to pay the remainder of said proceeds if any to the Mortgagors/Borrower.

16. Liability to Secured Party for Deficiency

The Mortgagors/Borrower shall remain liable to the Secured Party for any deficiency in creation of Security Interest hereby contemplated to be created.

17. Waiver

17.1 No implied waiver or impairment

No delay or omission of the Mortgagee or any receiver, lawfully appointed, 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 law or equity or in any of the other Finance Documents or the Security Documents.

17.2 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.

18. Miscellaneous

18.1 Amendment

The Mortgagors and the Mortgagee may amend or supplement the terms of this Indenture only by agreement in writing.



1



18.2 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 any Secured Party may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by any Secured Party.

18.3 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Mortgagee and the Lender any legal or equitable right, remedy or claim under or in respect of this Indenture, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein or in the Mortgaged Properties, all of which are and shall be construed to be, for the sole and exclusive benefit of the Mortgagee and the Lender.

18.4 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between any Secured Party and the Borrower, if any, discharge or payment in respect of the Mortgage Debt by the 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, this Indenture shall be enforceable against the Borrower as if no such discharge, release or settlement had occurred.

18.5 Assignment

The Mortgagors is not entitled to assign, transfer, or novate any of its rights and obligations under this Indenture without the prior written consent of the Secured Party. The Mortgagors agrees that, notwithstanding anything to the contrary contained in any documents executed under / in relation to this Indenture or any Finance Document, the Lender shall have the right to assign and / or transfer and / or novate and / or otherwise securitise its rights or obligations under this Indenture and / or the Mortgage Debt whether with or without recourse, to one or more Persons, bank or any other entity, trust, any association whether located / placed in India or outside India, without any reference or notice to the Mortgagors. The Mortgagors shall not, however, claim any privity of contract with any such Person, bank(s) or any other entity, trust, any association whether located / placed in India or outside India, to whom the Mortgage Debt and / or any rights and



1



obligations under this Indenture have been assigned / transferred / securitized / novated.

18.6 Disclosures

18.6.1 The Borrower hereby accepts and confirms that as a pre-condition to the grant of the credit facility/ies by the Lender to the Borrower including the Facilities, the Secured Party requires consent of the Borrower to make certain disclosures in relation to the Borrower including information and data relating to the Borrower and any credit facility availed of or to be availed of by the Borrower, obligations assumed or to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof.

18.6.2 Accordingly, the Borrower hereby agrees and gives consent to the disclosure by the Secured Party of all or any such:

- (a) Information and data relating to the Borrower;
- (b) the information or data relating to any credit facilities including the Facilities availed of or to be availed of by the Borrower from the Lender and the Borrower's obligations in any credit facility granted / to be granted, by the Lender; and
- (c) default, if any, committed by the Borrower in discharge of such obligation;

as the secured Party may deem appropriate and necessary, to disclose and furnish to a Credit Information Company (CIC) accredited and approved by the Government of India, and any other agency authorized in this behalf by Reserve Bank of India or any other regulatory authority.

18.6.3 The Borrower further declares that the information and data furnished by the Borrower to the Secured Party is/shall be true and correct and further undertakes and declares that:

- (a) the CIC and any other agency so authorized may use, process the said information and data disclosed by the Secured Party in the manner as deemed fit by them; and
- (b) the CIC and any other agency so authorized may furnish for consideration, the processed Information and data or products thereof prepared by them to credit grantors or banks/financial institutions and other registered users, as may be specified by the Reserve Bank of India in this behalf.

19. Communications

Any notice, demand or other communication required to be given to the Party shall be in accordance with Clause 10.1 of the Security Trustee Agreement.



1



20. Severability

Any term or provision of this Indenture which is determined by a competent Authority to be invalid, illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions of this hereof and any such invalidity, illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, prohibit or make unenforceable such term or provision in any other jurisdiction.

21. Governing Law

This Indenture shall be governed by and construed in accordance with the laws of the Republic of India.

22. Jurisdiction

Each Party agrees that any legal action or proceedings arising out of this Indenture may be brought in the competent Court or Tribunal of the place as mentioned in serial no. 5 of Schedule I hereto and irrevocably submits itself to the jurisdiction of such Court or Tribunal. The Party may, however, in their absolute discretion commence any legal action or proceedings arising out of this Indenture in a court, tribunal or any other appropriate forum in India.

23. Additional Representations and Warranties

I. Applicable if Mortgagors is a company

On a continuing basis, the Mortgagors represents and warrants to and undertakes with the Secured Party as follows:

- a. The Mortgagors is legally and properly organized and Incorporated and registered under the [Companies Act, 1956/Companies Act, 2013) and has obtained all necessary consents, approvals, licenses and permissions for the conduct of its business.
- b. The Mortgagors shall furnish to the Secured Party certified true copies of all approvals as may be required under the Companies Act, 1956 and/or Companies Act, 2013 as also any other Applicable Law including without limitation resolutions passed by the board of directors of the Mortgagors.
- c. No change whatsoever in the constitution of the Mortgagors during the continuance / validity of this Indenture and the Finance Documents shall be made without the prior written consent of the Secured Party.
- d. The Mortgagors has not and shall not induct any person as a director on its / their Board of Directors as promoter or director, which has been identified as a



1



wilful defaulter as per guidelines issued by Reserve Bank of India. The Mortgagors further undertakes that in case, such a person is found to be on its / their board, it/they would take expeditious and effective steps for removal/retirement of the person from its board.

- e. The Mortgagors shall file a copy of this Indenture along with duly completed Form No. CHG-1 prescribed under the Companies Act, 2013 with the Registrar of Companies along with the requisite filing fee within the prescribed period without payment of penalty and shall deliver a copy thereof to the Secured Party.

24. Other Additional Representations -

- a) The Party hereto consent that Physical Possession of the Schedule mortgaged property shall remain with the Mortgagors/Borrower.
- b). Mortgagee has no power to collect rent or lease the mortgaged property or part thereof to any person.
- c) The Party hereto consent that the cost of registration of this Deed of Mortgage with stamp duty and other misc. expenditure shall be borne by the Borrower.
- d) Market value of this Deed of Mortgage is **Rs. 59,51,27,331/- Crores** only.

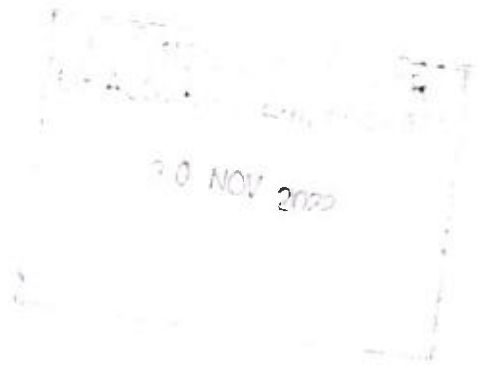
25. BRIEF HISTORY OF THE LAND PROPERTY WHICH IS SUBJECT MATTER OF MORTGAGES.

I. Title of Happy Niketan Private Limited

- A. By an Indenture of Conveyance dated the 11th August, 2007, made between NATIONAL TEXTILE CORPORATION LIMITED (NTCL) as the vendor of one part and Happy Niketan Private Limited as the Allottee of the other part and registered in the office of the Additional Registrar of Assurances III (ARA-III), Kolkata in Book No. I, Volume No.9, Pages 50 to 65, Being No. 00503 for the year 2008, NTCL, granted, sold, conveyed and transferred unto and in favour of the said Happy Niketan Private Limited All That the several pieces and parcels of land, containing an aggregate area of 27.722 Acres more or less situate lying at L.R. Dag Nos. 13353 (0.037Acres), 13354 (0.528Acres), 13209 (2.809Acres), 13210 (0.163Acres), 13211 (0.200Acres), 13212 (1.149Acres), 13213 (0.475Acres), 13214 (0.437Acres), 13215 (0.391Acres), 13217 (0.012Acres), 13218 (0.001Acres), 13219 (0.391Acres), 13220 (0.662Acres), 13221 (0.358Acres), 13222 (0.247Acres), 13238 (0.367Acres), 13239 (4.910Acres), 13351 (1.001Acres), 13352 (0.011Acres), 11143 (0.016Acres), 11145 (0.255Acres), 11146 (0.040Acres), 11147 (0.020Acres), 11162 (0.315Acres), 11163 (0.167Acres), 11164 (0.189Acres), 11168 (0.273Acres), 11169 (0.096Acres), 11171 (0.042Acres), 11172 (2.705Acres), 13203 (0.051Acres), 13204 (0.006Acres), 13205



1



(0.020Acres), 13206 (0.097Acres), 13207 (4.670Acres), 13208 (1.330Acres), 10164 (0.002Acres), 10166 (0.089Acres), 10167 (0.005Acres), 11025 (0.740Acres), 11026 (0.049Acres), 11031 (0.065Acres), 11036 (0.957Acres), 11037 (0.187Acres), 11109 (0.348Acres), 11110 (0.087Acres), 11111 (0.368Acres), 11129 (0.006Acres), 11131 (0.009Acres), 11132 (0.062Acres), 11138 (0.007Acres), 11141 (0.200Acres), and 11142 (0.100Acres), all recorded in L.R. Khatian No.10932 all in Mouza Mahesh, J.L.No.15, Police Station Serampore, within the limits of Serampore Municipality, in the District of Hooghly, West Bengal, (hereinafter for the sake of brevity referred to as the "said Happy Niketan's Larger Property"), became transferred to and/or vested in the Central Government on and from 1st April, 1974.

- B. The said concern, namely, Happy Niketan Private Limited thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said Happy Niketan's Larger Property.
- C. A divided and demarcated portion of the said Happy Niketan's Larger Property containing an area of **2.801 Acres** more or less situate lying at and comprised in L.R. Dag Nos. 11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111, all recorded in L.R. Khatian No.11331 (in the name of the said Happy Niketan Private Limited), in Mouza Mahesh, J.L. No.15, Police Station Serampore, is part & parcel of the Project "New Kolkata - Triveni" situated at Premises no. 449/A, G.T. Road, in the Serampore Municipality, Police Station-Serampore, in the District of Hooghly, West Bengal, Pin-712202.

II. Title of Sukhjit Commosales Pvt. Ltd.:

- A. By an Indenture of Conveyance dated the 18th January, 2017, made between the said Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, Arvind Singh, Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt. Usha Singh and Smt. Siddhi Singh Alias Smt. Champa Singh as the vendors of the one part and Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the other part and registered in the office of ARA-III, Kolkata and recorded in Book No.1, Volume No.1903-2017, Pages 3668 to 3718, Being No.190300097 for the year 2017, the said Tejbahadur Singh, Keshaw Singh, Shyam Sundar Singh, Arvind Singh, Smt. Vidya Devi Singh, Smt. Kaushalya Singh, Smt. Usha Singh and Smt. Siddhi Singh Alias Smt. Champa Singh granted, sold, conveyed and transferred unto and in favour of Sukhjit Commosales Private Limited ALL THAT Piece and parcel of Bastu land measuring about 04



1

LIBRARY
UNIVERSITY OF ALBANY, SOLKATA
30 NOV 2022

Cottahs 02 Chittack more or less together with structure built thereon with the right to use the passage and other easement rights, lying situate at L.R. Dag No.11144 corresponding to Dag No.3649 under L.R. Khatian No.6892 in Mouza-Mahesh, J.L. No.15, comprised in Holding No.13, Sital Sarkar Lane, within the limits of Serampore Municipality, under Police Station Serampore in the District of Hooghly. .

- B. By an Indenture of Conveyance dated the 13th January, 2017, made between Gobinda Chakraborty as the Vendor of One part and the Land Owner herein, Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the other part and registered in the office of ARA-III, Kolkata in Book No. I, Volume No.1903-2017, Pages 1980 to 2010, Being No.190300056 for the year 2017, the said Gobinda Chakraborty for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of Sukhjit Commosales Private Limited All That piece and parcel of Vastu land measuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R. Dag No.11108 corresponding to R.S. Dag No. 3625 recorded in L.R. Khatian No. 2739 (in! the name of Tejbahadur Singh) corresponding to R.S. Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.-3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No. 9/M Bose para Lane, within the limits of Serampore Municipality.
- C. In the event aforesaid, the said Sukhjit Commosales Private Limited became the absolute owner of ALL THAT the Pieceand Parcel of Bastu land measuring 04 Cottahs02 Chittack more or less Together with structure built thereon with the right to use the passage and other easement rights, lying and situated at L.R. Dag No.11144 corresponding to Dag No.3649 under LR Khatian No. 6892 in Mouza Mahesh, J.L. No 15, under Police Station Serampore in the District of Hooghly, comprised in Holding No 13, Sital Sarkar Lane, within the limits of Serampore Municipality, and also All That piece and parcel of Bastu land measuring 12 Chittacks 22 square feet more or less together with the right to use the common passage and other easement rights, lying situate at L.R. Dag No. 11108 corresponding to R.S. Das No. 3625 recorded in L.R. Khatian No. 2739 corresponding to R.S. Khatian No. 2963 in Mouza- Mahesh, J.L. No. 15, Touzi No. 3876 under Police Station- Serampore in the District of Hooghly comprised in Holding No. 9/M Bosepara Lane, within the limits of Serampore Municipality.
- D. Thereafter, the said Sukhjit Commosales Private Limited, was duly mutated in the records of rights at the office of BL & LRO Serampore under L.R. Khatian No. 14688.



1

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
30 NOV 2022

The names of the said Happy Niketan Private Limited and Sukhjit Commosales Private Limited, as applicable, have been duly mutated at the office of Serampore Municipality vide Municipal Holding No. 449/A, G. T. Road, 449/A/1, G. T. Road and 449/A/2, G.T. Road, within Ward No. 19 of the Serampore Municipality.

By a Conversion order no. IX-2/17, (Comm)/3655/1(4)/S/2015, dated 02.08.2016 a total area of 20.810 acre was converted to Housing Complex under Section 4(C) of the West Bengal Land Reforms Act, 1955. The rest part of total project land was already Bastu in nature in the records of the BL & LRO.

For the purposes of developing the commercial and residential Project on the Project Land the said Happy Niketan Private Limited & Sukhjit Commosales Private Limited as land owners and Alcove Developers LLP ("Developer") have severally entered into two different Development Agreements all dated 25.01.2017.

- a. Development Agreement dated 25.01.2017 between M/S.HAPPY NIKETAN PRIVATE LIMITED as Land owner and M/S.ALCOVE DEVELOPERS LLP ("Developer"), in respect of land measuring 27.722 acre registered in the Office of the Additional Registrar of Assurances-III, Kolkata, in Book No. I, Volume No. 1903-2017, Pages 27157 to 27238, Being Deed No. 190300840 for the year 2017.
- b. Development Agreement dated 25.01.2017 between M/S.SUKHJIT COMMOSALES PRIVATE LIMITED as Land owner and M/S.ALCOVE DEVELOPERS LLP ("Developer"), in respect of land measuring 4 K, 14 Ch., 22 sq. ft. registered in the Office of the Additional Registrar of Assurances- III, Kolkata, in Book No. I, Volume No. 1903-2017, Pages 27239 to 27310, Being Deed No. 190300839 for the year 2017.

In terms of the said Development Agreements, the Developer has become entitled to construct, sell, transfer, encumber or otherwise alienate or dispose off the Flats, parking spaces and other saleable spaces in the said Project land to the intending purchasers and to appropriate the consideration as per the terms of said agreements.

Thereafter in terms of the said Development Agreements dated 25.01.2017, made between the said Land Owners and the said Developer, the Land owners also severally executed two different Power of Attorneys, details whereof are as follows:



1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2022

- a. Power of Attorney (POA) in respect of land measuring 27.722 acre duly registered with ARA-III, Kolkata and recorded in Book No. IV. Volume No. 1903-2017, Pages from 54149 to 54186, Being No.190302127, for the year 2017.
- b. Power of Attorney in respect of land measuring 4 K, 14 Ch., 22 sq. ft. duly registered with ARA-III, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages from 54244 to 54281, Being No.190302130, for the year 2017.

By virtue of aforesaid POA's the owners appointed the said Alcove Developers LLP, represented by its Authorized Representatives, as their constituted Attorney and inter alia authorized the Developer to construct, negotiate for sale and transfer of the new Flats or part thereof to be constructed at the project land and to enter into or make agreement for sale or any other agreement and conveyance with the intending purchasers in respect thereof and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof.

The said land owners have obtained Building Sanction Plan, approved by the Serampore Municipality on 28.09.2018 valid up to 3 years i.e. 27.09.2021 for the construction of proposed commercial unit viz. "TRIVENI" consisting of 01 Block of B+LG+UG+9 storied comprising of parking shop, multiplex, food court, restaurant, school, office etc. having total built-up area 40216 sq. m. at Holding No. 449/A, G.T. Road within Ward No. 19 of the Serampore Municipality, District Hooghly. The validity of the said Building Plan was subsequently extended by the Serampore Municipality & presently the same is valid upto 27.09.2023.



1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2022

SCHEDULE-I

SR. NO.	PARTICULARS	DETAILS
1.	Date and Place of Indenture	<u>30th</u> Day of November, 2022 at Kolkata.
2.	<p>Details of the Mortgagor and Borrower :-</p> <p>M/S. HAPPY NIKETAN PRIVATE LIMITED, (hereinafter referred to as "MORTGAGOR NO.1", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) (2)M/S. SUKHJIT COMMOALES PRIVATE LIMITED, (PAN: AAPCS4563E)(CIN:U51909WB2011PTC159273) a Private Limited Company, registered under the provisions of the Companies Act 1956, (hereinafter referred to as "MORTGAGOR NO.2", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) & M/S. ALCOVE DEVELOPERS LLP, a Limited Liability Partnership (LLP) within the meaning of the Companies Act. 2013/ Limited Liability Partnership Act, 2008 having its registered office at 68/2 Harish Mukherjee Road , Kolkata - 700001 West Bengal, hereinafter called the "BORROWER" AND "MORTGAGOR NO.3", (which terms or expression shall unless included shall mean and include her heirs, executors, administrators, legal representatives and assigns)</p>	
3.	<p>Details of the security Trustee Agreement Etc.</p>	<p>Date :- 29/11/2022.</p> <p>Parties :-</p> <p>SBICAP TRUSTEE COMPANY LIMITED, a wholly owned subsidiary of SBI Capital Markets Limited incorporated under the Companies Act, 1956 and continuing under the provisions of the Companies Act, 2013, having its registered office at 202, Maker Tower "E", Cuffe Parade, Mumbai-400005 and Corporate Office at Mistry Bhavan, 4th Floor, 122, Dinshaw Wachha Road, Churchgate, Mumbai-400 020. and acting for the purpose of this Agreement through its local office</p>



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2022

		<p>at 24, Park Street, 1st Floor, Kolkata - 700 016, WB ("Security Trustee");</p> <p style="text-align: center;">AND</p> <p>ALCOVE DEVELOPERS LLP, a Limited Liability Partnership (LLP) within the meaning of the Companies Act, 2013/ Limited Liability Partnership Act, 2008 having its registered office at 68/2 Harish Mukherjee Road , Kolkata - 700001 West Bengal ("the Borrower");</p> <p style="text-align: center;">AND</p> <p>STATE BANK OF INDIA (PAN:AAACS8577K), a body Corporate constituted under the State Bank of India Act, 1955 and having its Central Office at Madam Cama Road, Mumbai - 400021 and a branch among other places at Park Street Commercial Branch. 24 Park Street, Third Floor, Post Office & Police Station - Park Street, Kolkata - 700016 ("the Lender").</p>
4.	Branch Office of the Mortgagee	24 Park Street, First Floor, Post Office & Police Station - Park Street, Kolkata - 700016.
5.	Place of Jurisdiction	Kolkata.



1

RECEIVED
30 NOV 2022

SCHEDULE-II

DETAILS OF THE LENDER(S), FACILITIES, SANCTION LETTERS
FACILITY AGREEMENT AND RANKING OF CHARGE AS ON THE DATE OF
THIS INDENTURE

Details of the Lender(s)	Details of the sanction letters	Details of the facility agreement	Details of the Facilities	Ranking of charge on the mortgaged Properties as mentioned in Part-A of Schedule III
<p>STATE BANK OF INDIA (PAN: AAACS8577K),</p> <p>a body corporate constituted under the State Bank of India Act 1955 and having its Central Office at Madam Cama Road, Mumbai - 400021 and a branch among other places at Park Street Commercial Branch, 24 Park Street, 3rd Floor, Post Office & Police Station Park Street, Kolkata - 700016, represented through said SBICAP TRUSTEE COMPANY LIMITED</p>	<p><u>SBI Sanction Letter No :</u></p> <p>SBI/CBK/A MT-II/2022-23/331 DT 27.07.2022</p> <p>&</p> <p>SBI/CBK/A MT-II/2022-23/1033 DT 18.11.2022.</p>	<p>Dated 29/11/2022.</p>	<p>TERM LOAN: INR 55.00 Crores</p>	<p>FIRST CHARGE</p>



1

30 NOV 2022

SCHEDULE-III**PART- A (Description of the said property/mortgaged property to be mortgaged)****Project Name- New Kolkata Triveni**

ALL THAT Piece and parcel of land, containing an area of 2.815 Acres more or less, shown in "RED" colour on the Plan annexed hereto, lying and situated at Mouza- Mahesh, J.L.No.15, comprised in Holding No.449/A, Mahesh G. T. Road, in the Serampore Municipality, Police Station-Serampore, in the District of Hooghly, West Bengal, Pin-712202.

Details of L.R. Dag & Khatian Nos. in acres:-

L.R. Khatian No.	L.R. Dag No.	Area (in acres)	Classification
11331	11025	0.740	Bastu
	11031	0.065	Bastu
	11026	0.049	Bastu
	11110	0.087	Bastu
	11111	0.368	Bastu
	11109	0.348	Housing Complex
	11036	0.957	Housing Complex
	11037	0.187	Bastu
14688	11108	0.014	Bastu
	TOTAL-	2.815 Acres	

PART- B**[Receivables of Project]**

All the receivables from the project consisting of 01 Block of B+LG+UG+9 comprised within the Commercial Complex, "New Kolkata - Triveni" of the Borrower, i.e. sold as well as unsold units/premises/structure, constructed on the property morefully and particularly detailed in Part-A of Schedule - III, hereinabove, including but not limited to all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing/payable to and/or received by or to be received from any customer/lessee/licensee and which are now due/owing/payable/ belonging to the Borrower or which may at any time hereafter during the continuance of the mortgage become due/owing/payable/ belonging to the Borrower in respect of the said Project "New Kolkata - Triveni" including without limitation to all the proceeds and considerations due to the Borrower therefrom.



h
ADDITIONAL REGISTRAR
OF ASSURANCES-KOLKATA
30 NOV 2012

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the above named Mortgagors at Kolkata in the presence of:

1. Amit Saraf
S/o SUSHIL KUMAR SARAF
I JUBILEE PARK
TOLLYGUNGE - 700033

2. Chandan Das
S/O L. Ramesh Das,
31/3 Modern Park, Ghata Road,
Belghatia, Kol-83

Happy Niketan Pvt. Ltd.
Sukhjit Commission Pvt. Ltd.

~~Happy Niketan Pvt. Ltd.~~
By the Pan of
ALCOVE DEVELOPERS LLP

Mansi Kr Dhowika
Authorized Representative
as Constituted Attorney

SIGNATURE OF THE MORTGAGORS

ALCOVE DEVELOPERS LLP

Mansi Kr Dhowika
Authorized Signatory

SIGNATURE OF THE
BORROWER/DEVELOPER

For SBICAP TRUSTEE COMPANY LIMITED
[Signature]
Authorized Signatory

SIGNATURE OF THE MORTGAGEE

SBICAP TRUSTEE COMPANY LIMITED
represented by its Advisor

Drafted by me

[Signature]
Advocate

High Court, Calcutta



l
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2022

SITE PLAN

MOUDA : MANUREH, P.S : SERIKAPPOLE, DIST. - HOOGLY, PIN NO. 712292,

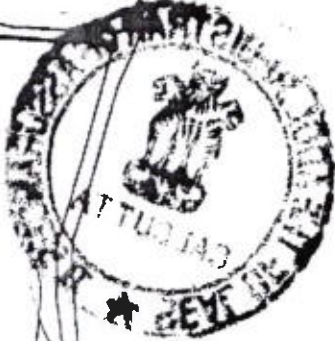
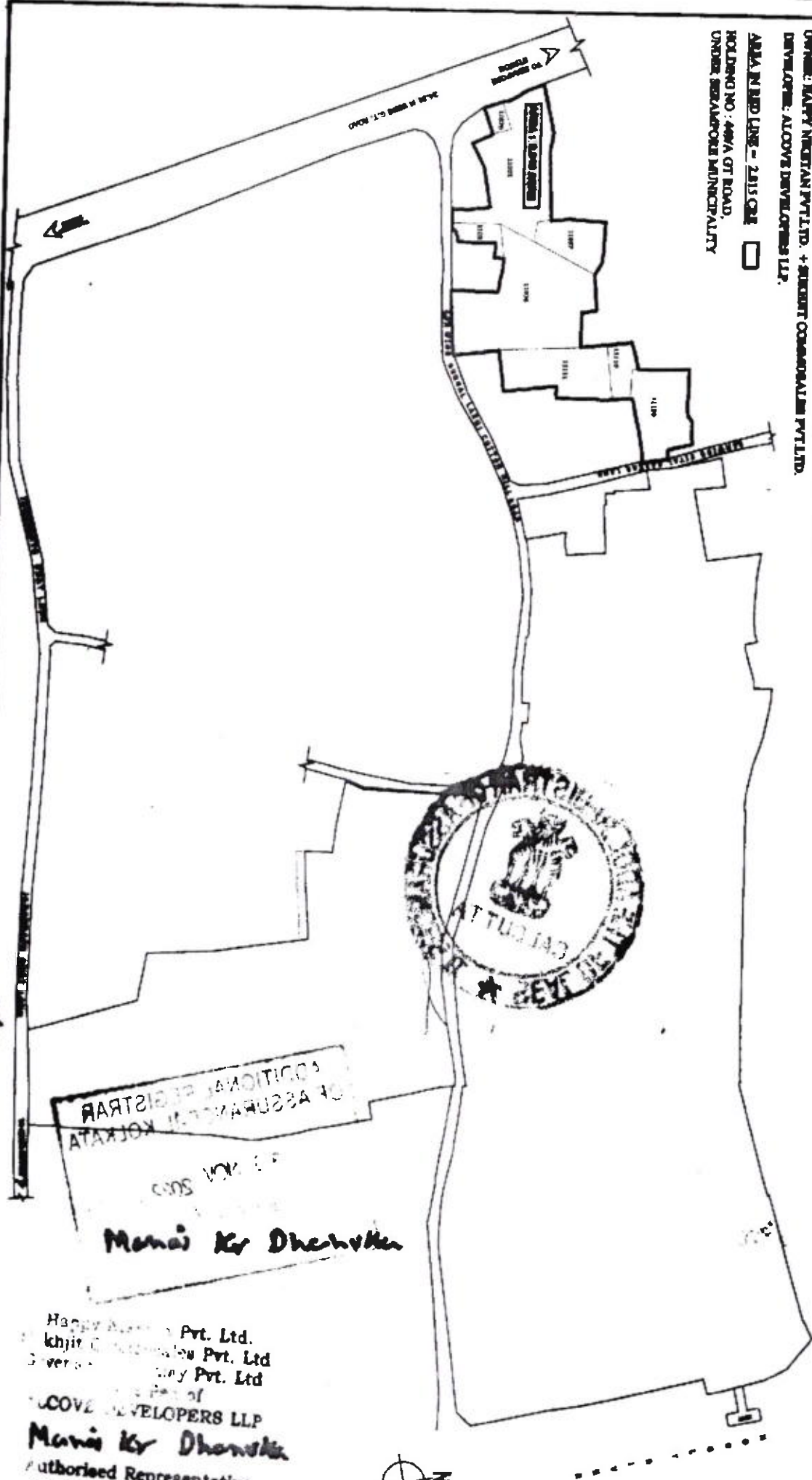
OWNER: HAPPY NEERJAN PVT.LTD. + SIKHIT COMMERCIALS PVT.LTD.

DEVELOPER: ALOOVE DEVELOPERS LLP.

AREA IN RED LINE - 215 SQM

HOLDING NO : 497A, GT ROAD,

UNDER SERIKAPPOLE MUNICIPALITY



REGISTERED
OF ASSURANCE
KOLKATA

Mamaj Kr Dhanuka

Happy Neerjan Pvt. Ltd.
Sikhit Commercial Pvt. Ltd
Sikhit Commercial Pvt. Ltd
Aloove Developers LLP
Mamaj Kr Dhanuka
Authorized Representative



SPECIMEN FORM FOR TEN FINGERPRINTS



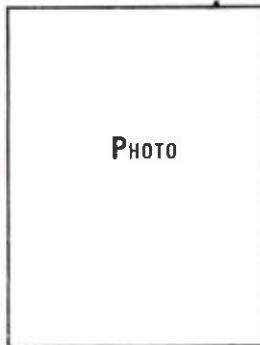
Manoj Kr Dheureka	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



Manoj Kr Dheureka	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____

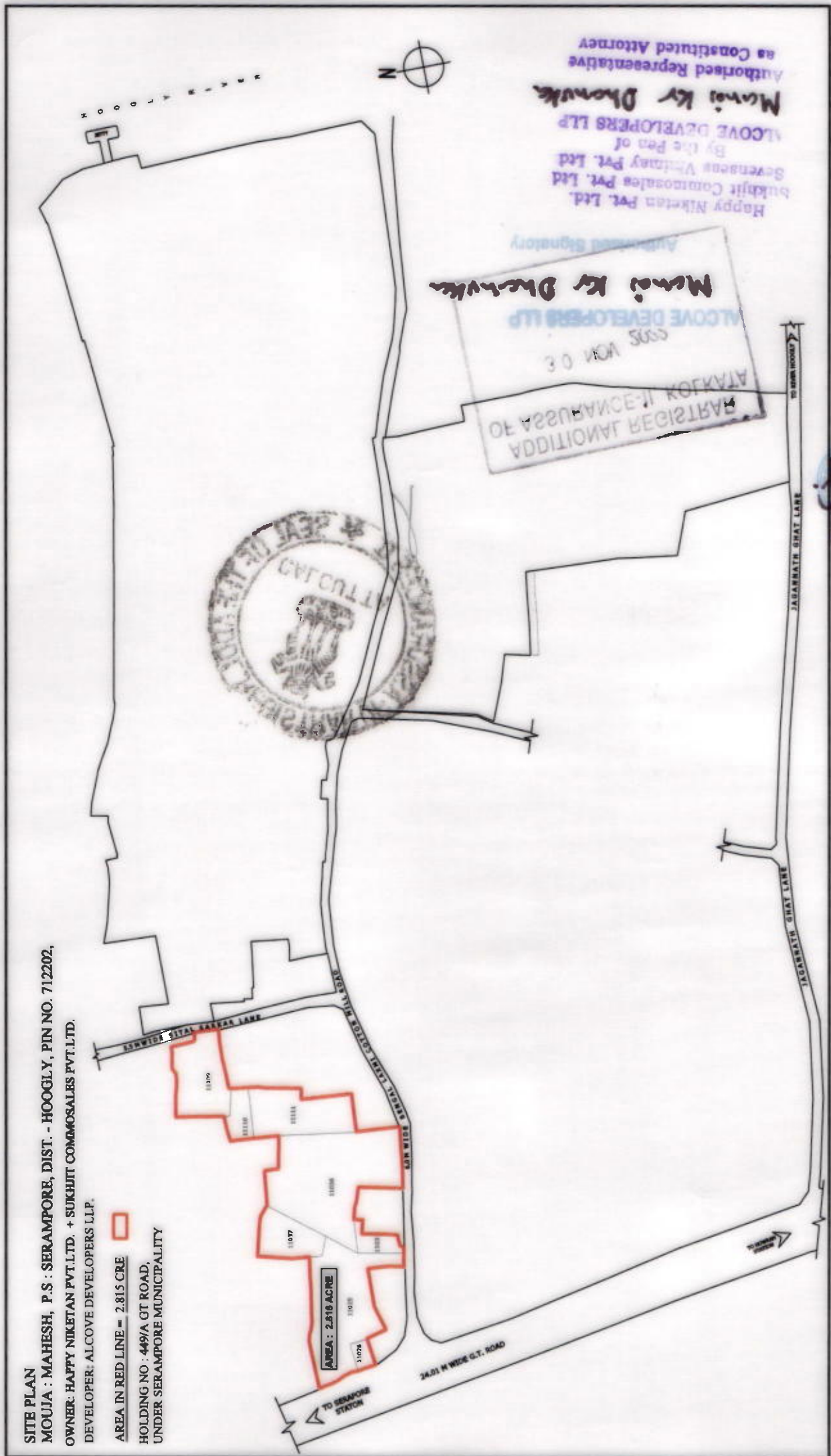


1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 NOV 2022

SITE PLAN
MOUJA : MAHESH, P.S : SERAMPORE, DIST. - HOOGLY, PIN NO. 712202,
OWNER: HAPPY NIKETAN PVT.LTD. + SUKHIIT COMMOSALES PVT.LTD.
DEVELOPER: ALCOVE DEVELOPERS LLP.

AREA IN RED LINE = 2.815 CRE
HOLDING NO : 449/A GT ROAD,
UNDER SERAMPORE MUNICIPALITY



ALCOVE DEVELOPERS LLP
 CSOS
 WDM 03
REGISTERED IN ADDITIONAL TO
ATANKA
 Authorized Signatory
Manoj Kr Dhenuk

Happy Niketan Pvt. Ltd.
Bukhrit Commodities Pvt. Ltd
 By the Pen of
ALCOVE DEVELOPERS LLP
Manoj Kr Dhenuk
 Authorized Representative
 as Constituted Attorney

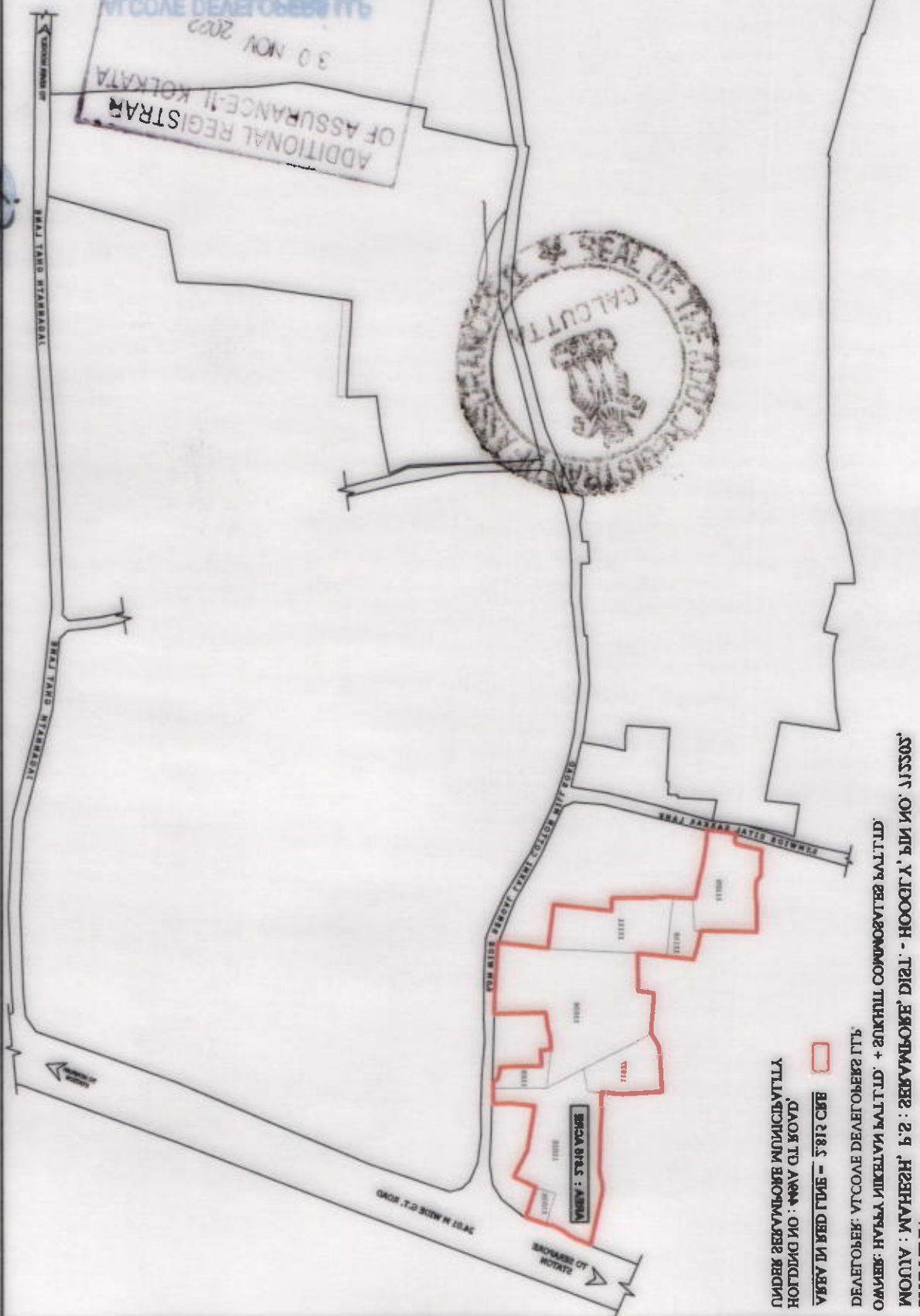
Manoj Kr Dhenuk

as Certified Attorney
and/or authorized representative
M/s. K. S. Dhanraj
VT SOLE DELEGATES LTD
By the way of
Sole Agent
Public Corporation, P.O. No.
Happy Market, P.O. No.



Additional Register
M/s. K. S. Dhanraj
VT SOLE DELEGATES LTD
30 NOV 2002
ADDITIONAL REGISTER
OF ASSURANCE-II
KOLKATA

Handwritten signature



ЛИДЕР ЗАКЛУЧОКЕ ИДИЦИЈАЛТУ
НОТарио : М/С ДИ РАЈ
АГЕНТ И РЕД ГИВЕ - УБЕД СЕВ

ДЕЛЕГОБЕ: ВТСОЛЕ ДЕЛЕГОБЕЗ ГТЬ
ОМАНЕ: НАБЛА ИКЕЛВИ КАЛ ГТИД + ЗИКНИЛ СОМНОСОВАТЕБ КАЛ ГТИД
НОУОН : ИАНЕЗ' Б' 2' 9 : ЗЕКЛУМАДЕКАРАТ' ДИД' - НООДГ' У' БИ ИО' 115500'
ИДИ ГТИД



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE PARTNERS OF **ALCOVE DEVELOPERS LLP** HELD AT **11:30 A.M.**, ON **MONDAY**, THE **21ST DAY OF NOVEMBER, 2022**, AT THE REGISTERED OFFICE OF THE LLP SITUATED AT 68/2, HARISH MUKHERJEE ROAD, KOLKATA – 700025.

AUTHORIZATION FOR EXECUTING MORTGAGE DEEDS:

The Chairman referred the decision taken earlier in this meeting with respect to the sanction of fresh credit facilities aggregating to INR 55.00 Crore by the State Bank of India (“**SBI**”) to LLP and mentioned that as per the terms and conditions governing the said credit facility, a Registered Mortgage is to be created in favour of SBICAP Trustee Company Limited (“**Security Trustee**”) acting as Security Trustee for and on behalf of and for the benefit of the SBI, on a demarcated portion of the immovable property situated at premises no. 449/A, G.T. Road, Mouza Mahesh, P.S. Serampore, Hooghly, measuring an area of 2.815 acres, for identification named as “Triveni”, plus constructions thereat, and in this Registered Mortgage, LLP is also a Party since it is the Borrower & Project Developer.

In this regard he placed the draft Mortgage Deed for the perusal of Partners and proposed for authorizing Shri Manoj Kumar Dhanuka (I.T.PAN: ADWPD 2795C), S/o Shri Bhagwan Das Dhanuka, R/o. 13, Ram Kumar Ghosh Lane, Howrah – 711 106, West Bengal to sign and execute the said Mortgage Deed on behalf of the LLP. After some discussions, Partners agreed to the said suggestion & then passed the following resolutions unanimously:

“RESOLVED THAT the consent of the Partners is hereby accorded to authorize Shri Manoj Kumar Dhanuka (I.T.PAN: ADWPD 2795C), S/o Shri Bhagwan Das Dhanuka, R/o. 13, Ram Kumar Ghosh Lane, Howrah – 711 106, West Bengal to sign and execute the Mortgage Deed (on behalf of the LLP in its capacity as the Project Developer and Borrower) in favour of SBICAP Trustee Company Limited (“**Security Trustee**”) acting as Security Trustee for and on behalf of and for the benefit of the State Bank of India (“**SBI**”) in the matter of LLP availing fresh Credit facilities upto the tune of INR 55 Crore from the said SBI.

FURTHER RESOLVED THAT the draft of the said Mortgage Deed as received from the SBI is hereby approved for signing & execution.

FURTHER RESOLVED THAT certified true copy of the foregoing resolution shall be forwarded to the Bank and other concerned person(s) as may be deemed necessary under the signature of any of the Partners of the LLP.”

Certified true copy
for **ALCOVE DEVELOPERS LLP**

AMAR NATH SHROFF
Designated Partner
(DPIN: 00298648)

AAKRITI SHROFF
Partner
(DPIN: 07464001)



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE PARTNERS OF **ALCOVE DEVELOPERS LLP** HELD AT 11:30 A.M., ON **MONDAY, THE 21ST DAY OF NOVEMBER, 2022**, AT THE REGISTERED OFFICE OF THE LLP SITUATED AT 68/2, HARISH MUKHERJEE ROAD, KOLKATA - 700025.

AUTHORIZATION FOR EXECUTING MORTGAGE DEEDS:

The Chairman referred the decision taken earlier in this meeting with respect to the sanction of fresh credit facilities aggregating to INR 55.00 Crore by the State Bank of India ("**SBI**") to LLP and mentioned that as per the terms and conditions governing the said credit facility, a Registered Mortgage is to be created in favour of SBICAP Trustee Company Limited ("**Security Trustee**") acting as Security Trustee for and on behalf of and for the benefit of the SBI, on a demarcated portion of the immovable property situated at premises no. 449/A, G.T. Road, Mouza Mahesh, P.S. Serampore, Hooghly, measuring an area of 2.815 acres, for identification named as "Triveni", plus constructions thereat, by the Land Owners: M/s. Happy Niketan Pvt. Ltd. ("**HNPL**") & M/s. Sukhjit Commosales Pvt. Ltd. ("**SCPL**"). He also apprised that the said Land Owners had earlier on 25/01/2017 severally executed Registered Power of Attorneys in favour of the LLP (and its Partners and Authorised Representatives) for the purposes relating to the said Property including creation of Mortgage & thus the Mortgage Deed to be executed currently in favour of the said Security Trustee can be so done by the LLP through its Representative, using the said Power of Attorneys dated 25/01/2017. In this connection he suggested the name of Shri Manoj Kumar Dhanuka, S/o. Shri Bhagwan Das Dhanuka, R/o. 13, Ram Kumar Ghosh Lane, Howrah - 711 106, West Bengal. The Partners present at the meeting agreed to the said suggestion and thereafter passed following resolutions unanimously:

"RESOLVED THAT the consent of the Partners is hereby accorded to authorize Shri Manoj Kumar Dhanuka (I.T.PAN: ADWPD 2795C), S/o Shri Bhagwan Das Dhanuka, R/o. 13, Ram Kumar Ghosh Lane, Howrah - 711 106, West Bengal to represent the LLP (in its capacity as the Constituted Attorney of M/s. Happy Niketan Pvt. Ltd. & M/s. Sukhjit Commosales Pvt. Ltd.) for creating a Registered Mortgage (on behalf of M/s. Happy Niketan Pvt. Ltd. & M/s. Sukhjit Commosales Pvt. Ltd.) on the Immovable Property being a demarcated portion of all that piece and parcel of land, containing an area of 2.815 acres situated at 449/A, G.T. Road, Mouza Mahesh, P.S. Serampore, Hooghly- 712 202, for identification named as "Triveni" and constructions thereat, in favour of SBICAP Trustee Company Limited ("**Security Trustee**") acting as Security Trustee for and on behalf of and for the benefit of the State Bank of India ("**SBI**") in the matter of LLP availing fresh Credit facilities upto the tune of INR 55 Crore from the said SBI.

FURTHER RESOLVED THAT the draft of the said Mortgage Deed as received from the SBI is hereby approved for signing & execution.

FURTHER RESOLVED THAT certified true copy of the foregoing resolutions shall be forwarded to the Bank and other concerned person(s) as may be deemed necessary under the signature of any of the Partners of the LLP."

Certified true copy
for **ALCOVE DEVELOPERS LLP**

AMAR NATH SHROFF
Designated Partner
(DPIN: 00298648)

AAKRITI SHROFF
Partner
(DPIN: 07464001)

Major Information of the Deed

Deed No :	I-1902-14365/2022	Date of Registration	30/11/2022
Query No / Year	1902-2003379850/2022	Office where deed is registered	
Query Date	29/11/2022 4:27:28 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Agniva Chakrabarty High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9635438253, Status : Advocate		
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. 55,00,00,000/-	Rs. 59,51,27,331/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,00,070/- (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: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: G. T. Road - Mahesh, Road Zone : (Holding located on G.T. Road -- Holding located on G.T. Road) , Mouza: Mahesh, , Holding No:449/A JI No: 15, Pin Code : 712202

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-11025 (RS :-)	LR-11331	Bastu	Bastu	0.74 Acre	6,00,00,000/-	8,07,27,298/-	Property is on Road
L2	LR-11031 (RS :-)	LR-11331	Bastu	Bastu	0.065 Acre	3,00,00,000/-	3,00,00,000/-	Property is on Road
L3	LR-11026 (RS :-)	LR-11331	Bastu	Bastu	0.049 Acre	3,00,00,000/-	3,00,00,000/-	Property is on Road
L4	LR-11110 (RS :-)	LR-11331	Bastu	Bastu	0.087 Acre	8,00,00,000/-	8,00,00,000/-	Property is on Road
L5	LR-11111 (RS :-)	LR-11331	Bastu	Bastu	0.368 Acre	8,00,00,000/-	8,00,00,000/-	Property is on Road
L6	LR-11109 (RS :-)	LR-11331	Bastu	Bastu	0.348 Acre	8,00,00,000/-	8,00,00,000/-	Property is on Road
L7	LR-11036 (RS :-)	LR-11331	Bastu	Bastu	0.957 Acre	8,00,00,000/-	10,44,00,033/-	Property is on Road
L8	LR-11037 (RS :-)	LR-11331	Bastu	Bastu	0.187 Acre	3,00,00,000/-	3,00,00,000/-	Property is on Road
L9	LR-11108 (RS :-)	LR-14688	Bastu	Bastu	0.014 Acre	8,00,00,000/-	8,00,00,000/-	Property is on Road
		TOTAL :			281.5Dec	5500,00,000 /-	5951,27,331 /-	
	Grand Total :				281.5Dec	5500,00,000 /-	5951,27,331 /-	




Mortgagor Details :




SI No	Name,Address,Photo,Finger print and Signature
1	HAPPY NIKETAN PRIVATE LIMITED 5, Gorky Terrace,, City:- , P.O:- Shakespeare Sarani, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: aaxxxxxx2q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	SUKHJIT COMMOALES PRIVATE LIMITED 5, Gorky Terrace, City:- , P.O:- Shakespeare Sarani, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx3E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ALCOVE DEVELOPERS LLP 68/2, Harish Mukherjee Road,, City:- , P.O:- Bhowanipore, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx8M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Mortgagee Details :




SI No	Name,Address,Photo,Finger print and Signature
1	SBICAP TRUSTEE COMPANY LIMITED Magma House, 24, Park Street, 1st Floor,, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 ,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 Manoj Kumar Dhanuka (Presentant) Son of Mr Bhagwan Das Dhanuka Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	Photo  <small>Nov 30 2022 3:59PM</small>	Finger Print  <small>LTI 30/11/2022</small>	Signature  <small>30/11/2022</small>
13, Ram Kumar Ghosh Lane, Nandibagan,, City:- , P.O:- Nandibagan, P.S:-Salkia, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx5c, Aadhaar No: 80xxxxxxxx5176 Status : Representative, Representative of : HAPPY NIKETAN PRIVATE LIMITED , SUKHJIT COMMOALES PRIVATE LIMITED , ALCOVE DEVELOPERS LLP				

Name	Photo	Finger Print	Signature
Mr Nawal Kishore Choudhary Son of Mr Date of Execution - 30/11/2022, , Admitted by: Self, Date of Admission: 30/11/2022, Place of Admission of Execution: Office	 Nov 30 2022 4:00PM	 LTI 30/11/2022	 30/11/2022
SBI Officers Residential Complex, HC Block, 2/303, Salt Lake City, Sector-III,, City:- , P.O:- Bidhannagar, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx7e,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SBICAP TRUSTEE COMPANY LIMITED (as)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Agniva Chakraborty Son of Mr Kanchan Chakraborty High Court Calcutta, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 30/11/2022	 30/11/2022	 30/11/2022
Identifier Of Mr Manoj Kumar Dhanuka, Mr Nawal Kishore Choudhary			

Land Details as per Land Record

District: Hooghly, P.S:- Serampur, Municipality: SERAMPURE, Road: G. T. Road - Mahesh, Road Zone : (Holding located on G.T. Road -- Holding located on G.T. Road) , Mouza: Mahesh, , Holding No:449/A JI No: 15, Pin Code : 712202

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 11025, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:বালু, Area:0.74000000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L2	LR Plot No:- 11031, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:বালু, Area:0.06500000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L3	LR Plot No:- 11026, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:বালু, Area:0.04900000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L4	LR Plot No:- 11110, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:বালু, Area:0.08700000 Acre,	HAPPY NIKETAN PRIVATE LIMITED

L5	LR Plot No:- 11111, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:বন্ড, Area:0.36800000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L6	LR Plot No:- 11109, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:হাউসিং কমপ্লেক্স, Area:0.34800000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L7	LR Plot No:- 11036, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:হাউসিং কমপ্লেক্স, Area:0.95700000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L8	LR Plot No:- 11037, LR Khatian No:- 11331	Owner:হ্যাপী নিকেতন প্রাইভেট লিমিটেড, Address:5,গোকী টেরেস kolkata , Classification:পুকুর, Area:0.18700000 Acre,	HAPPY NIKETAN PRIVATE LIMITED
L9	LR Plot No:- 11108, LR Khatian No:- 14688	Owner:সুখজিত কমপেন্স গ্রা:পি: ., Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:বন্ড, Area:0.01300000 Acre,	HAPPY NIKETAN PRIVATE LIMITED

On 30-11-2022

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 15:42 hrs on 30-11-2022, at the Office of the A.R.A. - II KOLKATA by Mr Manoj Kumar Dhanuka ,.

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

Execution is admitted on 30-11-2022 by Mr Manoj Kumar Dhanuka,

Identified by Mr Agniva Chakraborty, , Son of Mr Kanchan Chakraborty, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 30-11-2022 by Mr Nawal Kishore Choudhary, , SBICAP TRUSTEE COMPANY LIMITED, Magma House, 24, Park Street, 1st Floor,, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Agniva Chakraborty, , Son of Mr Kanchan Chakraborty, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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 30/11/2022 12:06PM with Govt. Ref. No: 192022230196281868 on 30-11-2022, Amount Rs: 55,014/-, Bank: SBI EPay (SBlePay), Ref. No. 9808702925627 on 30-11-2022, 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 100.00/-, by online = Rs 99,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 144820, Amount: Rs.100.00/-, Date of Purchase: 30/11/2022, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/11/2022 12:06PM with Govt. Ref. No: 192022230196281868 on 30-11-2022, Amount Rs: 99,970/-, Bank: SBI EPay (SBlePay), Ref. No. 9808702925627 on 30-11-2022, Head of Account 0030-02-103-003-02

7/12/22

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 518830 to 518883
being No 190214365 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.12.23 14:15:59 -08:00
Reason: Digital Signing of Deed.

Signature

(Satyajit Biswas) 2022/12/23 02:15:59 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)