

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

शक्ति प्रबल पश्चिम बंगाल WEST BENGAL



DECLARATION AND UNDERTAKING

In the matter of creation of mortgage security by way of deposit of title deeds in respect of immoveable property of Chowringhee Residency Private Limited to secure Facility aggregating to Rs. 250.00 Crores (Rupees Two Hundred and Fifty Crores only)

To:

Axis Trustee Services Limited ("ATSL" and/or "Security Trustee", as the case may be), acting in its capacity as the Security Trustee on behalf of and for the benefit of the Rupee Lenders

Sanyaj



31 MAR 2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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भारत INDIA
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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



- (i) I, Mr. Amar Nath Shroff, S/o Mr. Hanuman Prasad Shroff, Indian Resident, an adult, holding Indian passport no. J0106464 and residing at 68/2, Harish Mukherjee Road, PO Bhawanipur, PS Kalighat, Kolkata – 700 025.
- (ii) I, Mr. Sanjay Jhunhunwala, S/o Mr. Chandi Prasad Jhunhunwala, Indian Resident, an adult, holding Indian passport no. Z2608542 and residing at 2D, Queens Park P.O. – Ballygunge, Kolkata – 700 019.
- (iii) I, Mr. Sheo Kumar Kajaria, S/o Mr. Basdeo Kajaria, Indian Resident, an adult, holding Indian passport no. J2639667 and residing at 4FL-701, Ashoka Road, Kolkata – 700 027.

do hereby solemnly declare and state as follows:-

Sanjay

A. Siro
Company

2

31 MAR 2015



1. We are Directors of **Chowringhee Residency Private Limited**, a company incorporated under the Companies Act, 1956 (1 of 1956), having its Corporate Identity Number U45400WB2007PTC116032 and its Registered and Corporate Office at 42B Chowringhee Road, Kolkata – 700 071, in the State of West Bengal, India (hereinafter referred to as "**the Company**") and we are duly authorised by the Board of Directors of the Company to make this declaration for and on behalf of the Company vide resolution passed in its meeting held on March 26, 2015.
2. We say that the Company has on January 29, 2014 deposited the documents of title, evidences, deeds and writings by way of actual delivery (hereinafter referred as the "**said Title Deeds**") more particularly detailed in **First Schedule** with Axis Bank Limited as the Rupee Lender in respect of the Company's immoveable properties as more particularly described in the **Second Schedule** hereunder written (hereinafter referred as the "**said Immovable Properties**"), together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, in order to secure the rupee term loans aggregating to **Rs. 250.00 Crores ("Axis Loans")** together with interest, additional interest, default interest, premium on premature payment of the Axis Loans and reimbursement of all costs, charges, expenses and other monies due and payable to Axis Bank Limited under loan agreement dated January 27, 2014 entered *inter alia*, between the Company and Axis (hereinafter referred to as the "**Loan Agreement**").
3. We say that subsequent to the Loan Agreement, Andhra Bank ("**AB**") has vide its sanction letter bearing reference no. 0770/58/870 dated February 6, 2015 as amended vide letter no. 0770/58/1012 dated March 27, 2015, conveyed its willingness to participate in financing of Project and has agreed to sanction **Rs. 50.00 Crores (Rupees Fifty Crores only)** for part financing the cost of the Project and in terms of Section 12.1 of the Loan Agreement, Axis has assigned a part of its Axis Loans to Andhra Bank to the extent of an aggregate amount of **Rs. 50.00 Crores (Rupees Fifty Crores only) ("AB Loans")** on the terms and conditions of the Addendum No. 1 to Loan Agreement dated March 30th 2015 entered inter-alia between the Company and the Rupee Lenders (As defined below) ("**Addendum No. 1 to Loan Agreement**"). Accordingly, commitment of Axis Bank Limited has reduced to **Rs. 200.00 Crores ("Revised Axis Loans")**.


(Each of AB and Axis are hereinafter collectively referred to as the "Rupee Lenders"; each of the AB Loans and Revised Axis Loans are hereinafter collectively referred to as the "Facility"; and Loan Agreement read with Addendum No. 1 to Loan Agreement are hereinafter collectively referred to as the "Loan Agreement".) The detail particulars of the Rupee Lenders and the Facility are as stated below:

PARTICULARS OF RUPEE LENDERS & FACILITY

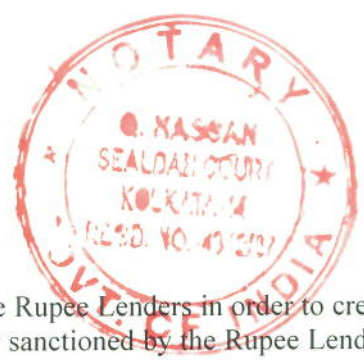
NAME OF THE RUPEE LENDERS	AMOUNT OF FACILITY (RUPEES IN CRORES)
Andhra Bank	50.00
Axis Bank Limited	200.00
TOTAL	250.00

4. We further say that that the Rupee Lenders have, by security trustee agreement dated March 30th 2015 entered inter-alia between the Company and the Rupee Lenders (hereinafter referred to as "**Security Trustee Agreement**"), appointed/confirmed the appointment of Axis Trustee Services Limited as their trustee to hold the securities created/to be created as per the terms of the Loan Agreement Accordingly, the Company and the Rupee Lenders have agreed that the said Title Deeds lying with the Axis Bank Limited at its Kolkata Corporate Banking Branch at AC Market Building, 3rd Floor, 1, Shakespeare Sarani, Kolkata - 700 001, in the State of West Bengal, India, being the Rupee Lender to be handed over to ATSL to hold the same for the benefit of Rupee Lenders.

5. We further say that vide resolution passed in the meeting held on March 26, 2015 of the Board of Directors of the Company, the Board of Directors of the Company has authorized us and we have requested Axis Bank Limited being the Rupee Lenders to release the said Title Deeds which have been deposited on January 29, 2014 for the limited purpose of enabling the Company to immediately create a mortgage by deposit of the said Title Deeds pertaining to the said

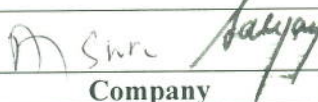
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 Company

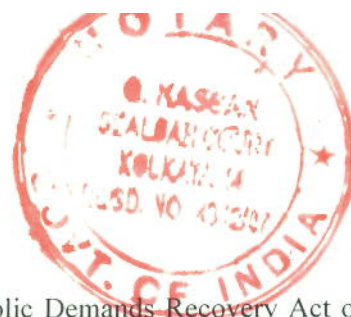
31 MAR 2015



Immovable Properties with ATSL as the Security Trustee of the Rupee Lenders in order to create mortgage in favour of the Security Trustee for securing Facility sanctioned by the Rupee Lenders together with interest, additional interest and all other monies payable under the Loan Agreement as amended from time to time. Pursuant to which Axis Bank Limited agreed and has released the said Title Deeds to Company to immediately submit the said Title Deeds with ATSL, for the said limited purpose.

6. We say that Axis Bank Limited on the request of the Company, being the Rupee Lender has released the said Title Deeds in respect of the said Immoveable Property, together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, which have been deposited by the Company on January 29, 2014 in order to secure the Axis Loans together with interest, additional interest and all other monies payable under the Finance Documents, for the specific and limited purpose of enabling the Company to create mortgage by redeposit of the said Title Deeds pertaining to the said Immovable Properties with ATSL, as the Security Trustee on first pari passu basis for the benefit of Rupee Lenders to secure the due repayment, discharge and redemption by the Company to the Rupee Lenders for their respective Facility together with interest, additional interest, default interest, premium on premature payment of the Facility and reimbursement of all costs, charges, expenses and other monies due and payable to the Rupee Lenders under the Loan Agreement, as amended from time to time.
7. We for and on behalf of the Company say that the Company is seized and possessed of and otherwise well and sufficiently entitled the said Immovable Properties together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.
8. We for and on behalf of the Company say that the Company has not created any charges or encumbrances on or in respect of the said Immovable Property except the charges created in favour of Axis Bank Limited as the Rupee Lender as mentioned in para 2 above and the Company has absolute, clear and marketable title thereto.
9. We say that accordingly the said Immovable Properties, are now proposed to be mortgaged and charged on pari passu first charge basis in favour of Axis Trustee Services Limited for the benefit of the Rupee Lenders for securing their Facility, together with interest, additional interest, further interest, liquidated damages, costs, charges expenses and other monies including payment of premium on prepayment, if any, payable by the Company to the Rupee Lenders under the Loan Agreement, as amended from time to time.
10. We say that the Company has disclosed all facts relating to the said Immovable Property to the Security Trustee. We confirm the accuracy of all information given by the Company in this regard and also confirm that all prior or subsequent information furnished by the Company in this behalf is true, complete and accurate in every way.
11. We, on behalf of the Company, agree that the Company has acquired or purchased the said Immovable Property with its self-acquired funds and the Company is the only sole and absolute owners thereof and no other person has any share, right, title or interest of any kind or nature whatsoever in the said Immovable Property or beneficial ownership thereof.
12. We say that the said Immovable Property of the Company are outside the purview of the restrictive provisions of the Urban Land (Ceiling & Regulation) Act, 1976.
13. We say that the said Immovable Property of the Company are free from all encumbrances or charges save and except the charges created in favour of Axis Bank Limited, being the Rupee Lender, claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/lispendens, attachment or any other process issued by any court or authority and that the Company has not created any trust in respect thereof and that the said Immovable Property are in the exclusive uninterrupted and undisturbed possession and enjoyment of the Company since the date of purchase/acquisition thereof and no adverse claim has been made against the Company in respect of the said Immovable Property or any of the them or any part thereof and no notice of compulsory or intended acquisition or requisition has been published or issued which would adversely affect the same, and that no proceedings are pending or admitted


Company



against the Company under the Income tax Act, 1961, Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on the Company under Rule 2, 16, 21 and 51 of the second schedule to the Income Tax Act, 1961 and/or under any other law and that there is no pending attachment whatsoever issued or initiated against the said Immovable Property or any of them or any part thereof, nor is the said Immovable Property reserved for any other purpose.

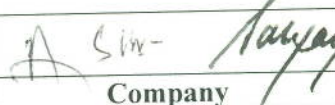
14. We, on behalf of the Company, say that the Company has observed and performed and will duly observe and perform all the rules, regulations terms, conditions and covenants subject to which the said Immovable Property have been transferred/demised under conveyance deed as set out in the First Schedule hereto.
15. We say that:
 - (a) the Facility are within the borrowing limits of the Board of Directors of the Company;
 - (b) the Company has at its Extra Ordinary General Body Meeting held on the September 14, 2013 passed the requisite Resolution under Section 180 (1)(a) of the Companies Act, 2013.
16. We say that the Company has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, Employees State Insurance dues, Income Tax, Sales Tax, Corporation Tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Company in respect of Sales Tax, Income Tax, government revenues and other taxes.
17. We also agree and undertake on behalf of the Company to give such declarations, undertakings and other writings as may be required by the Security Trustee and/or Rupee Lenders and/or their advocates and solicitors and satisfactorily comply with all other requirements submitted by or on behalf of the Security Trustee and/or Rupee Lenders.
18. We, on behalf of the Company assure, agree and declare that security to be created in favour of ATSL for the benefit of the Rupee Lenders shall enure in respect of the said Immoveable Property, both present and future, and that the said Title Deeds which are to be deposited with ATSL, ATSL acting in its capacity as Security Trustee on behalf of and for the benefit of the Rupee Lenders, are the only documents of title relating to the said Immoveable Property.
19. We state that we are authorized person of the Company vide the resolution of the Board of Directors of the Company passed at their meeting held on March 26, 2015, to make this declaration, release the said Title Deeds from Axis Bank Limited and do redeposit of the said Title Deeds with ATSL, acting in capacity as the Security Trustee, for the benefit of the Rupee Lenders, with an intent to create a joint mortgage by deposit of said Title Deeds in respect of said Immovable Property.
20. We say for and on behalf of the Company that the Company shall procure and furnish the requisite permission from the Income Tax Authorities u/s 281 of the Income-Tax Act, 1961 for joint mortgage of the said Immovable Properties in favour of the Security Trustee for the benefit of the Rupee Lenders.
21. We on behalf of the Company hereby agree and undertake that the Company will:
 - (a) as and when required by the Rupee Lenders, make out a clear and marketable title to the said Immovable Property comprised in the mortgage security free from all reasonable doubts, claims and encumbrances and to comply with all requisitions that may be made from time to time by or on behalf of the Security Trustee in that behalf;
 - (b) give such declarations, undertakings and other writings as may be required by the Rupee Lenders and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Rupee Lenders;
 - (c) pay all rents, taxes, cesses, fees, revenues, assessments, duties and other out goings and pay other amounts, due in respect of the said Immoveable Property and shall observe and perform all the rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgaged security as proposed to be created

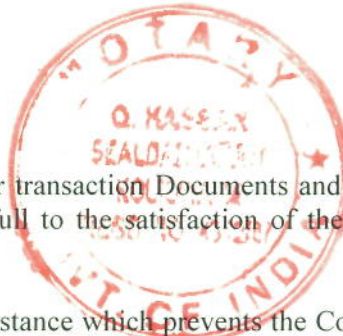


Company

in favour of ATSL, with ATSL acting as the Security Trustee for the benefit of the Rupee Lenders, be affected or prejudiced in any manner, whatsoever.

22. We further undertake that the Company will not sell, exchange, partition, lease, dispose off, mortgage, charge, lien or deal with the said Immovable Property in any manner whatsoever and no other encumbrances whatsoever will be created on the said Immoveable Property comprised in the mortgage security, save and except; with the prior permission of the Security Trustee and/or the Rupee Lenders.
23. We, on behalf of the Company, assure that the Company has complied with all the terms, conditions and covenants of the said Title Deeds. We, on behalf of the Company also assure, agree and undertake that the Company will regularly observe and perform all the terms, conditions and covenants of the said Title Deeds as mentioned in the **First Schedule**.
24. We also undertake, on behalf of the Company that any breach of the declarations and undertaking contained herein shall tantamount to be a breach of the terms and conditions of the Loan Agreement, as amended from time to time and the other documents executed between the Company, the Rupee Lenders as amended from time to time, and the Rupee Lenders will be at liberty to take such action against the Company as they may deem fit and proper.
25. We say that the Company is not aware of any document/judgment or legal process of latent/patent defect in the Company's title to the said Immovable Property which may prejudicially affect the Rupee Lenders. We also, on behalf of the Company undertake to indemnify and hold harmless the Security Trustee, Rupee Lenders against any and all losses, costs, charges, damages, liabilities, claims, actions, penalties, fines, fees, expenses (including advocates' fees and court costs), out of pocket expenses, which the Security Trustee, Rupee Lenders may suffer as a result of a breach of any of the representations or undertakings set out herein or on account of any defect in the Company's title to the said Immovable Property or an account of any default of the Company or an account of non-performance or non-observance or breach of any terms, clause, conditions or covenant of the Finance Documents or any other document or any claim, demand or risk however arising to the Security Trustee, Rupee Lenders with reference to the said Immovable Property or the Facility, and that in the event of the Security Trustee and Rupee Lenders suffering any claim, risk, damages etc. the Company shall forthwith reimburse to the Rupee Lenders the amount of any such claim, demand, risk etc. together with costs, interests etc., as the case may be, notwithstanding the Rupee Lenders' right to recall the Facility together with all interest and other amounts payable to the Security Trustee and Rupee Lenders. We also agree that any amount so claimed by the Security Trustee and Rupee Lenders as indemnity shall be final and binding on the Company.
26. We, on behalf of the Company, further agree and undertake to keep alive the insurance policy/policies assigned in favour of the Security Trustee for the benefit of the Rupee Lenders as and by way of paying in time the premium as they fall due and produce the receipts to the Security Trustee/Rupee Lenders. In case the Company defaults payment of any premium or other amounts or charges due under any policy or policies the Rupee Lenders may, at the sole discretion of the Rupee Lenders, pay the same and in that event of such payment, the Rupee Lenders would be entitled to a reimbursement of the same.
27. We, on behalf of the Company, further say that the Rupee Lenders shall have the right to receive and adjust any amount that the Rupee Lenders may receive in connection with the insurance policy/policies against the Facility and/or the overdraft and alter the amortization or repayment schedule in any manner as the Rupee Lenders may deem fit notwithstanding anything to the contrary contained in the Finance Documents or any other document or paper.
28. We, on behalf of the Company, have scrutinized and are satisfied with the lay out plan, use of said Immovable Property and all the requisite permissions/approvals pertaining to the said Immovable Property.
29. We, on behalf of the Company; hereby declare and undertake and confirm that the Rupee Lenders shall be entitled to utilise the information furnished by the Company in such manner as they may deem fit or necessary, including making of any disclosures to any regulatory authority or any other person; this declaration shall continue to remain valid, binding and in full force and effect


Company



during the subsistence of the Loan Agreement and the other transaction Documents and till the Facility and all monies in respect thereof are paid off in full to the satisfaction of the Rupee Lenders.

- 30. We are not aware of any act, deed, matter or thing or circumstance which prevents the Company from charging/further charging the said Immovable Property in favour of the Security Trustee for the benefit of the Rupee Lenders.

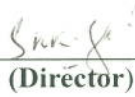
AND We make the aforesaid declaration for and on behalf of the Company solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof, that the ATSL acting as the Security Trustee on behalf of and for the benefit of the Rupee Lenders have agreed to complete the said transaction of equitable mortgage by deposit of title deeds in respect of said Immovable Property.

Solemnly Declared at _____

This ____ day of _____ 2015

For and on behalf of Chowringhee Residency Private Limited


(Director)

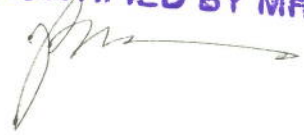

(Director)


(Director)

NOTES:

- 1. To be stamped as an Affidavit in accordance with the local Stamp Law in force in the State in which it is sworn/affirmed before the Magistrate.
- 2. To be affirmed before a Notary Public or a Magistrate or any other person competent to administer oaths, who should affix his Official Seal.

IDENTIFIED BY ME



Advocate

ATTESTED BY ME

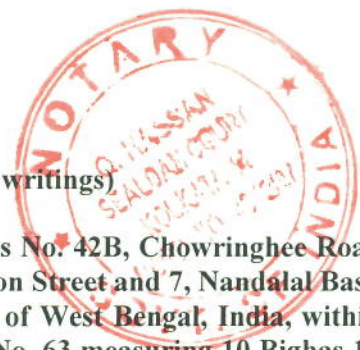
Q. HASSANI
NOTARY
Regn. No. 4912/07
Govt. of India
Saidan Court, Kolkata

Signature of Executant
Attested or Identification by
Advocate..... P. K. DAS
At Saidan Court
Kolkata

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First Schedule
(List of documents of title, evidences, deeds and writings)

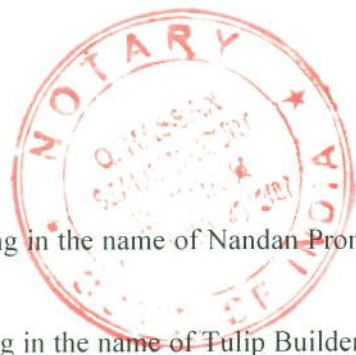


Title Documents relating to immovable property situated at Premises No. 42B, Chowringhee Road (Previously 42A, 42B and 42/1, Jawaharlal Nehru Road, 3/1, Middleton Street and 7, Nandalal Basu Sarani), Police Station – Park Street, Kolkata -700 071, in the state of West Bengal, India, within the jurisdiction of the Kolkata Municipal Corporation under Ward No .63 measuring 10 Bighas 13 Cottahs 13 Chittaks 20 Sq. ft equivalent to 1,53,965 Sq. ft in the name of M/s Diamond Empire Estate Pvt. Ltd. now known as Chowringhee Residency Pvt. Ltd.

1. Copy of the order dated 11.06.1993 and modified order dated 09.07.1993 passed by the Hon'ble Division Bench of the Calcutta High Court both of which were registered before the Addl. Registrar of Assurances-II, Kolkata and Order dated 11.06.1993 is recorded in Book No. I, Vol .No .1, Pages 105 to 120 Being No. 620 for the year 1996 and Order dated 09.07. 1993 is recorded in Book No.I, Vol No. 1, Pages 121 to 128 Being No. 621 for the year 1996.
2. Original Deed of Conveyance dated 3rd October 1997 standing in the name of Maxgrow Merchandise Pvt. Ltd, Mallar Estates Pvt. Ltd, Piyush Enclave Pvt. Ltd, Glomax Commercial Pvt. Ltd., Aashutosh Merchandise Pvt. Ltd., D.A.O. Properties Development Pvt. Ltd., SJB Contrade Pvt. Ltd., Sidhesh Exports Pvt. Ltd., Soumya Vanijya Pvt. Ltd., Spa Lease Finance Ltd., Spa Tea Ltd., Spa Electrical Equipments Ltd., STB Leasing and Finance Ltd. and Aditya Amit Fiscal Services Pvt. Ltd. vide no. 2243 of 1997 which were executed on the basis of order dated 11.06.1993 and modified order dated 09.07.1993 passed by the Hon'ble Division Bench of the Calcutta High Court.
3. Attested true Copy of Letter of Sanction dated 22.09.2007 issued by Central Bank of India, Camac Street Branch, wherein equitable mortgage was created with respect to property at erstwhile 42B, Jawaharlal Nehru Road, Police Station – Park Street, Kolkata -700 071, measuring 1.65 Acres equivalent to 5 Bighas.
4. Attested true copy of letter dated 05.11.2007 wherein it was intimated to Central Bank of India, Camac Street Branch that one of the co-owner of the property at erstwhile 42B, Jawaharlal Nehru Road, Police Station –Park Street, Kolkata -700 071, namely Aditya Amit Fiscal Services Pvt. Ltd., intends to transfer its 1/14th share to the other co-owners i.e. Maxgrow Merchandise Pvt. Ltd. & 12 others.
5. Original Deed of Conveyance dated 8th November, 2007 standing in the name of Maxgrow Merchandise Pvt. Ltd., Mallar Estates Pvt. Ltd., Piyush Enclave Pvt. Ltd., Glomax Commercial Pvt. Ltd., Aashutosh Merchandise Pvt. Ltd., D. A. O. Properties Development Pvt. Ltd., SJB Contrade Pvt. Ltd., Sidhesh Exports Pvt. Ltd., Soumya Vanijya Pvt. Ltd., Spa Lease Finance Ltd., Spa Tea Ltd., Spa Electrical Equipments Ltd., STB Leasing and Finance Ltd. vide no. 8884 of 2008.
6. Attested true copy of letter dated 08.11.2007 wherein it was intimated to Central Bank of India, Camac Street Branch that one of the co-owner of the property at erstwhile 42B, Jawaharlal Nehru Road, Police Station –Park Street, Kolkata -700 071, namely Aditya Amit Fiscal Services Pvt. Ltd., have transferred its 1/14th share to the other co-owners i.e. Maxgrow Merchandise Pvt. Ltd. & 12 others.
7. Attested true copy of the letter dated 15.12.2007 issued by Central Bank of India, Camac Street Branch, wherein the above fact regarding sale of undivided 1/13th share was accepted and accordingly revised sanction with approval of such change in prime security and guarantor clause was modified.
8. Attested true copy of letter dated 27.05.2008 issued by Maxgrow Merchandise Pvt. Ltd. & 12 others to Central Bank of India, Camac Street Branch showing intention to create mortgage of 42B, Jawaharlal Nehru Road, Police Station – Park Street, Kolkata- 700 071.
9. Attested true copy of letter dated 02.06.2008 is issued by Central Bank of India, Camac Street Branch, wherein Aditya Amit Fiscal Services Pvt. Ltd. was released from corporate guarantee.
10. Attested true copy of letter dated 17.05.2013 issued by Central Bank of India, Camac Street Branch, wherein it was mentioned that Chowringhee Residency Private Ltd. formerly M/s. Diamond Empire Estate Private Ltd. has repaid its loan amount to the satisfaction of the Bank.
11. Attested true copy of Memorandum of Satisfaction of Mortgage issued by Registrar of

 
Company

31 MAR 2015



Companies.

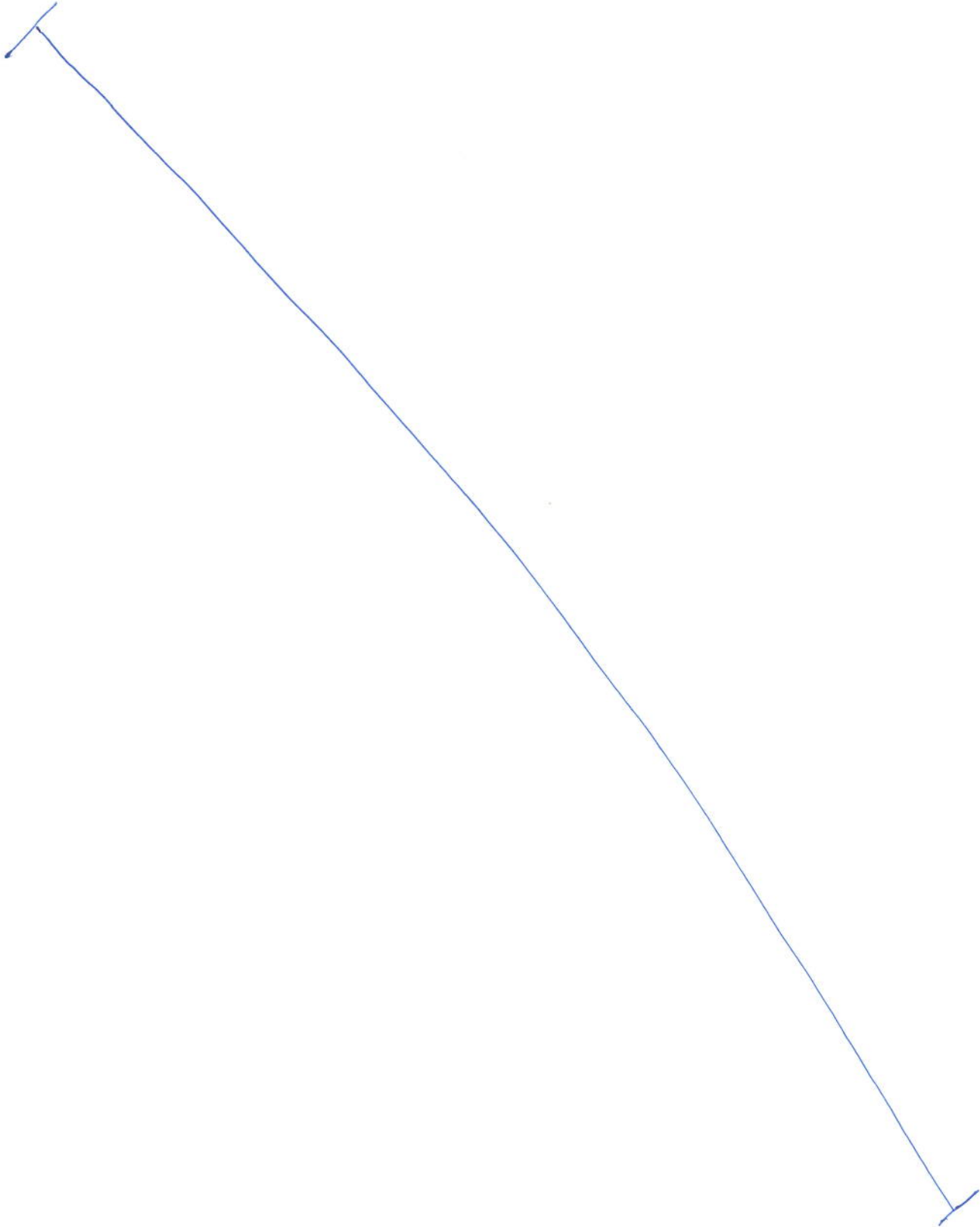
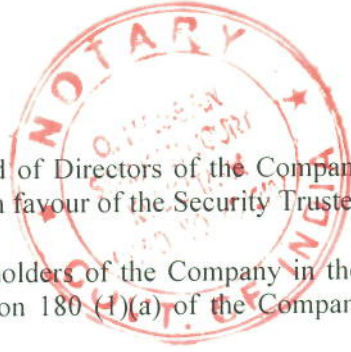
12. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Nandan Promoters Pvt. Ltd. vide no. 3659 of 1988.
13. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Tulip Builders Pvt. Ltd. vide no. 3660 of 1988.
14. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Concrete Builders Pvt. Ltd. vide no. 3661 of 1988.
15. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Slab Construction Pvt. Ltd. vide no 3662 of 1988.
16. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Delite Developers Pvt. Ltd. vide no. 3663 of 1988.
17. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Garden Builders Pvt. Ltd. vide no. 3665 of 1988.
18. Original Deed of Conveyance dated 31st March, 1988 standing in the name of Delite Promoters Pvt. Ltd. vide no. 3664 of 1988.
19. Original Deed of Conveyance dated 23rd February, 2000 standing in the name of Delite Promoters Pvt. Ltd. vide no. 7414 of 2008.
20. Original Deed of Conveyance dated 28th February, 2000 standing in the name of Hotel & Resort Ventures (P) Ltd. vide no. 901 of 2001.
21. Attested true copy of Certificate of Incorporation consequent upon change of the name from Hotel & Resort Ventures (P) Ltd. to Resurgent Hotels Pvt. Ltd. dated 10.04.2007.
22. Attested true copy of Certificate of Incorporation of M/s Diamond Empire Estate Private Ltd. dated 23.05.2007.
23. Attested true copy of Certificate of Incorporation consequent upon change of the name from M/s Diamond Empire Estate Pvt. Ltd. to Chowringhee Residency Pvt. Ltd. dated 16.11.2011.
24. Attested true copy of Assessment Book issued by The Kolkata Municipal Corporation.
25. Original registered copy of Order dated 17.09.2009 passed by the Hon'ble High Court at Kolkata in connection with C.A. No. 56 of 2006 for amalgamation of Maxgrow Merchandise Pvt. Ltd., Mallar Estates Pvt. Ltd., Piyush Enclave Pvt. Ltd., Glomax Commercial Pvt. Ltd., Aashutosh Merchandise Pvt. Ltd., D. A. O. Properties Development Pvt. Ltd., SJB Contrade Pvt. Ltd., Sidhesh Exports Pvt. Ltd., Soumya Vanijya Pvt. Ltd., Spa Lease Finance Ltd., Spa Tea Ltd., Spa Electrical Equipments Ltd., STB Leasing and Finance Ltd., Nandan Promoters Pvt. Ltd., Tulip Builders Pvt. Ltd., Concrete Builders Pvt. Ltd., Slab Construction Pvt. Ltd., Delite Developers Pvt. Ltd., Garden Builders Pvt. Ltd., Delite Promoters Pvt. Ltd., Resurgent Hotels Pvt. Ltd. with M/s Diamond Empire Estate Pvt. Ltd. The said Order was registered before the Addl. Registrar of Assurances – II, Kolkata and recorded in Book No. –I, C.D. Vol. No. 30, Pages 1011 to 1044 Being No. 09674 for the year 2010.
26. Attested true copy of Resolution of Heritage Conservation Committee.
27. Attested true copy of Deed of Declaration vides no. 05128 of 2010.
28. Attested true copy of No Objection Certificate dated 29. 10. 2010 issued from the Office of the Urban Land (Ceiling and Regulation) Act, 1975.
29. Attested true copy of surrender letter of the tenants dated 24.01.2011.
30. Attested true copies of Building permit vide no. 2012070138 dated 01.08.2012 and 2012070281 dated 14.12.2012.
31. Attested true copy of Sanction Plan.


Company

31 MAR 2015

Other Relevant Documents/Evidences

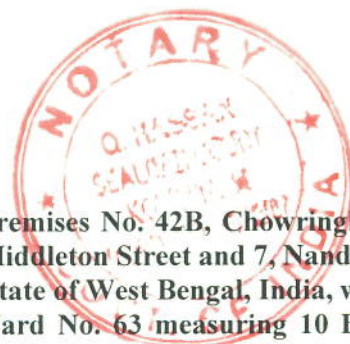
1. Certified true copy of the Resolution passed by the Board of Directors of the Company in the meeting held on March 26, 2015 for creation of mortgage in favour of the Security Trustee for the benefit of the Rupee Lenders;
2. Certified true copy of the resolution passed by the shareholders of the Company in the annual general meeting held on September 14, 2013 under section 180 (1)(a) of the Companies Act, 2013;
3. Original Title search report dated January 27, 2014 prepared and submitted by Mr. Biswapriya Mukherjee with respect to said Immovable Property with all annexures and receipt mentioned in the said title search report; and
4. RoC search report of the Company.



A. S. K. Sayaj
Company

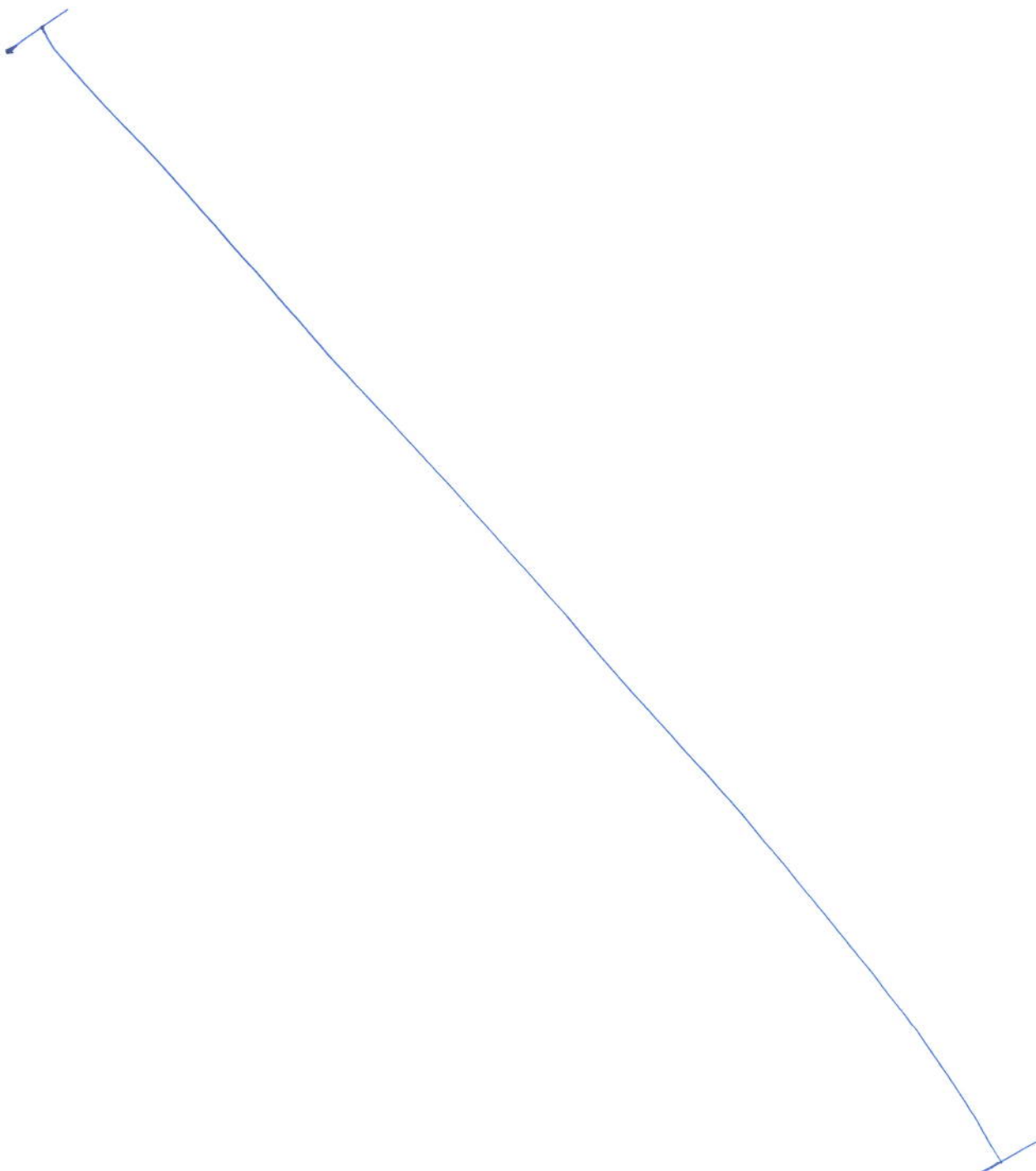
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Second Schedule



All that piece or parcel of immovable property situated at Premises No. 42B, Chowringhee Road (previously 42A, 42B and 42/1, Jawaharlal Nehru Road, 3/1, Middleton Street and 7, Nandalal Basu Sarani), Police Station –Park Street, Kolkata -700 071, in the state of West Bengal, India, within the jurisdiction of the Kolkata Municipal Corporation under Ward No. 63 measuring 10 Bighas 13 Cottahs 13 Chittaks 20 Sq. ft equivalent to 1,53,965 Sq. ft in the name of M/s Diamond Empire Estate Pvt. Ltd. now known as Chowringhee Residency Pvt. Ltd.

together with all structures thereon, all fixtures and fittings, constructed, erected or installed thereon or to be constructed, erected or installed thereon at any time hereafter during the continuance of the security hereby constituted and attached to the earth or permanently fastened to anything attached to the earth, all undivided interest in the underlying land relating to such property and all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof, hereditaments or premises or any part thereof, whether presently in existence or in the future belonging to or in anyway appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Company into and upon the same.




A Sinha
Company

31 MAR 2015