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भारतीय गैर न्यायिक



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

V 268581

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

Additional Registrar  
of Assurances & Mortgages

7 JUN 2017

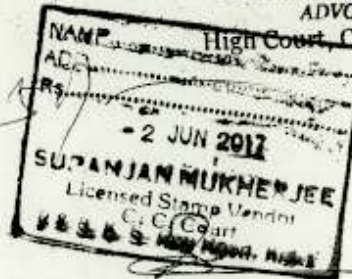
**INDENTURE OF MORTGAGE  
(WITHOUT POSSESSION)**

This INDENTURE OF MORTGAGE (this "Indenture/Deed") made at  
Kolkata on this 6th day of June, 2017

BY:

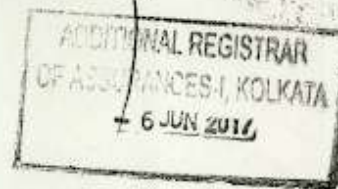
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SANJIB NATH  
ADVOCATE  
High Court, Calcutta



2 JUN 2017

2 JUN 2017





1. **SRI BIJAN KUMAR MAZUMDER (PAN: AHCPM2289G)**, son of Late Biswa Sundar Mozumder, by faith Hindu, by occupation Business, residing at Rathtala, Post Office Narendrapur, Police Station Sonarpur, Kolkata- 700103
2. **SRI CHANCHAL KUMAR MAZUMDER (PAN: AHCPM2290B)**, son of Late Biswa Sundar Mozumder, by faith Hindu, by occupation Business, residing at Rathtala, Post Office Narendrapur, Police Station Sonarpur, Kolkata - 700103
3. **SRI UDAY SANKAR MAZUMDER (PAN: AHCPM2288H)**, son of Late Biswa Sundar Mozumder, by faith Hindu, by occupation Business, residing at Rathtala, Post Office Narendrapur, Police Station Sonarpur, Kolkata 700103 Hereinafter jointly referred to as the **MORTGAGORS** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include, his successors, executors, administrators and permitted assigns wherever the context or meaning shall so require, or permit) of the **FIRST PART**

**AND**

**M/s. RAJWADA GROUP (having PAN- AALFR5460J)**, a partnership firm, having its office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Post Office - Garia, Police Station Sonarpur, Kolkata - 700084, being represented by one of its partners, namely, **Sri Bikash Agarwal (Pan: AHAPA8484B)** son of Late Rajendra Kumar Agarwal, residing at Premises no - 2052 Chack Garia, Ambuja Upohar, Upohar Condoville, Unit No Upl091803, Kolkata-700094, P.S. Panchashyar, P.O. Panchashyar hereinafter referred to as the **ORROWER** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include, his successors,

the context or meaning shall so require, or permit) of the **SECOND PART,**

**IN FAVOUR OF**

**INDIA INFOLINE HOUSING FINANCE LIMITED (PAN : AABCI1615K),** a company registered under the Companies Act, 1956 and having its registered office at 12A-10, 13th Floor, Parinee Crescenzo, C-38 and C-39, G Block, Behind MCA, Bandra Kurla Complex, Bandra East, Mumbai: 400051 and Branch office at 1, Shakespeare Sarani, 7th floor, 'A.C. Market, Post Office Little Russle Street, Police Station Shakespeare Sarani, Kolkata-700 071 acting through its authorized signatory **Mr. Govind Gopal (PAN: ALZPG3412A),** son of Sri Suresh Singh (hereinafter referred to as "**Mortgagee/Lender**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART;**

Each of the parties mentioned above are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS** By a Deed of Conveyance dated 22nd September, 1998 which was registered in the office of District Sub-Registrar-IV, Alipore and recorded in its Book no.I, Volume no. 18, Pages 211 to 233 as Being no. 2910 for the year 1998, (1) Sri Bijan Kumar Mazumdar, (2) Sri Chanchal Kumar Mazumder & (3) Sri Uday Sankar Mazumder (the Mortgagors herein) purchased and acquired from one Smt. Krishna Chatterjee ALL THAT piece and parcel of land measuring about 24.50



decimals, equivalent to 14 Cottahs 14 Chittacks, more or less, forming part of R.S. Dag no. 38 under R.s. Khatian no. 12 in Mouza Rajpur, J.L. no. 55 under Police station Sonarpur in the district of South 24-Parganas under municipal ward no. 26 within the limits of the Rajpur Sonarpur Municipality together with structure thereon (hereinafter referred to as the 'Said First Premises').

**AND WHEREAS** by a Deed of Conveyance dated 5th September, 2008 which was registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in its Book no.I, Volume no. 25, Pages 3237 to 3256 as Being no. 09180 for the year 2008, the said (1) Sri Bijan Kumar Mazumdar, (2) Sri Chanchal Kumar Mazumder & (3) Sri Uday Sankar Mazumder (the Mortgagors herein) purchased and acquired from one Sri Subhasis Nag and Smt. Chaitali Dutta (Nag) another adjacent plot of land being ALL THAT piece and parcel of land measuring about 18.50 decimals, equivalent to 11 Cottahs 5 chittacks and 13 sq.ft., more or less, forming part of R.S. Dag no. 43 under R.S. Khatian no.311 in Mouza Rajpur, J.L. no. 55 under Police Station Sonarpur in the district of South 24-Parganas under municipal ward no. 26 within the limits of the Rajpur Sonarpur Municipality together with structure thereon (hereinafter referred to as the 'Said Second Premises').

**AND WHEREAS** in the premises aforesaid, the said (1) Sri Bijan Kumar Mazumdar, (2) Sri Chanchal Kumar Mazumder & (3) Sri Uday Sankar Mazumder (the Mortgagors herein) became the absolute owner of the Said First Premises and the said Second Premises (which were adjacent and contiguous) which contained a total land measuring about 43 decimals equivalent to 26 Cottahs 3 Chittacks and 13 sq.ft., more or

less, forming part of R.S. Dag no. 38 and 43 under R.S. Khatian no. 12 and 311 in Mouza Rajpur under Police Station Sonarpur in the district of South 24-Parganas and comprised in municipal holding nos. 13 and 93, N.S. Road, Kolkata-700149, under municipal ward no. 26 within the limits of the Rajpur Sonarpur Municipality (hereinafter referred to as the 'Said Premises') together with structure thereon and mutated their names in the records of the Rajpur Sonarpur Municipality and paid taxes thereon.

**AND WHEREAS** the Mortgagors herein as the land owners while seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises and the structure thereon decided to commercially exploit the Said Premises and consequently entered into a Development Agreement dated 10th June, 2013 which was registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in Book no. I as Being no. 7160 for the year 2013 (hereinafter referred to as the 'Said Development Agreement') with M/s. Rajwada Group, a partnership firm (the Borrower herein) as the developer for construction of a multi-storied building complex named and known as 'Rajwada Emerald' on the land of the said Premises consisting of several blocks of buildings and each building consists of several independent flats/apartments, car parking spaces and other saleable spaces as per the sanctioned building plan, after demolishing the old structure, on the terms and conditions contained therein.

**AND WHEREAS** the Mortgagors herein granted a registered Power of Attorney dated 10th June, 2013 in favour of the said Developer, M/s. Rajwada Group (the Borrower herein) for doing various act and things



in contemplation of the said Development Agreement and the said power of attorney was registered in the office of ADSR, Sonarpur in Book no. IV as Being no. 07161 for the year 2013.

**AND WHEREAS** the said Development Agreement, inter alia, provided that the Borrower herein as the developer shall be entitled to sell and transfer and/or alienate the flats/apartments and other spaces forming part of the developer's allocation and the Owners/Mortgagors herein shall be entitled to own and enjoy the flats/apartments and other spaces forming part of the owners' allocation as detailed in the Said Development Agreement.

**AND WHEREAS** in terms of the said Development Agreement, the Borrower herein as the developer caused a building plan/s sanctioned by the concerned local authority and commenced construction of the said project named "**Rajwada Emerald**".

**AND WHEREAS** the Mortgagors herein executed a fresh Power of Attorney dated 27<sup>th</sup> January, 2015 in favour of said developer M/s.Rajwada Group (the Borrower herein) represented by one of its partners Sri Bikash Agarwal for doing various acts and things in contemplation of the said Development Agreement and the said power of attorney was registered in the office of ADSR, Sonarpur and recorded in Book no.IV, Volume no.1, Pages 5567 to 5585 as Being no. 00406 for the year 2015.

**AND WHEREAS** subsequently a Supplementary Agreement for Development dated 2nd May, 2017 was entered between the said

**Owners/Mortgagors** and the Borrower/Developer whereby, inter alia, the developer's and the owner's allocation were finalised and whereby and whereunder the land owners/Mortgagors disclaimed and relinquished their right in the owners' allocation for the consideration therein mentioned.

- A. Pursuant to the Sanction Letter dated 31/05/2017 (hereinafter referred to as the "Letter of Sanction") and loan agreement dated 31/05/2017 (hereinafter referred to as the "Loan Agreement") entered into, inter alia, between the Borrower (more particularly described in the Schedule II herein) and the Lender, the Lender has extended credit facility for an aggregate amount not exceeding **Rs 380,83,904/- (Rupees Three Crores Eighty Lakh Eighty three thousand Nine Hundred four only)** (the "Loan") to the Borrower in accordance with the terms and conditions contained therein.
- B. One of the conditions stipulated in the Loan Agreement and Letter of Sanction (collectively referred to as "Loan Documents") is that the Loan /Borrower's Dues or any part thereof together with interest, costs, charges and expenses incurred by the Lender by reason of such default from the date of demand till payment and/or realisation together with compound interest, liquidated damages, premia on prepayment or on redemption, costs, charges, expenses and any other monies payable by the Mortgagor(s) / Borrower to the Lender (hereinafter collectively referred to as "**Mortgaged Debt**"), shall be secured, both present and future, inter alia, by a first ranking exclusive mortgage

KAJWAHA GROUP  
Rishabh Kumar  
Partner

For India Refinancing Housing Finance Limited  
Govind Lal  
Authorized Signatory



charge/assignment/ etc. in the property (ies) more particularly described in Schedule I hereunder (hereinafter referred to as "**Immovable Properties**") in favour of the Lender by way of Registered mortgage on the Immovable Properties.

- C. Mortgagors are the absolute owners, seized and possessed of or otherwise well and sufficiently entitled to the Mortgage Properties and Mortgagor(s) has complied with all legal requirements and has obtained all Clearances/ permissions as may be required or expedient for creation of the security by way of registered mortgage in respect of Mortgage Properties expressed to be created under the Loan Agreement in favour of the Lender.
- D. Accordingly, the Mortgagors have agreed that the security to be created on the aforesaid Immovable Properties being secured by these presents shall be by way of Registered Mortgage in being these presents.

NOW IN CONSIDERATION OF THE MORTGAGEE HAVING AGREED TO GRANT TO THE BORROWER THE LOAN AMOUNT THE MORTGAGORS HEREBY AGREES WITH AND CONFIRMS, REPRESENTS AND DECLARES TO THE MORTGAGEE/LENDER AS FOLLOWS:-

#### **ARTICLE 1**

#### **INTERPRETATIONS**

##### **In this Indenture:**

1. References to the singular shall include references to the plural and vice-versa.

2. References to Sections, Clauses, Schedules and Exhibits will be reference to Sections, Clauses, Schedules and Exhibits to this Indenture.
3. Any reference herein to a statutory provision shall include such provision, as in force from time to time as amended or re-enacted from time to time.
4. The Schedules, Recitals and Annexure shall form an integral part of this Indenture.
5. References to "persons" shall include references to individuals, partnerships, trusts, bodies corporate, associations, governments and governmental and local authorities and agencies, as the case may be.
6. The term "include", "including" and grammatical variations thereof shall be construed without limitation.
7. Any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government body, statutory authority, tribunal, board or court, as may be applicable.
8. Any capitalized terms used herein and not defined herein shall have the same meaning as ascribed to it the Loan Agreement.

## **ARTICLE 2**



### DECLARATION

1. The Mortgagors are the absolute owners and are seized and possessed of or otherwise well and sufficiently entitled to the Immovable Properties. The Mortgagors are fully authorized to mortgage the Immovable Properties, and if it is proved otherwise, the Mortgagors shall be fully responsible and liable to indemnify and keep indemnified the Mortgagee under all circumstances against any monetary loss, harm, injury suffered or caused to be suffered by the Mortgagee on account of legal defects in the title documents of the Mortgagors in respect of the Immovable Properties.
2. The security created herein for the Mortgaged Debts, pursuance to the Loan Documents is a first-ranking and exclusive registered mortgage in favour of the Mortgagee on the Immovable Properties along with grant, conveyance, assurance, assignment, charges and transfer unto the Mortgagee including without limitation of all proceeds and consideration due to the Mortgagor(s) and shall include sale consideration, deposits / premium, lease rentals, lease and license fees, rent, outstandings and claims and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor(s) into and upon the Immovable Properties together with all buildings, erections and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid Immovable Properties, lands and premises or any premises or any part thereof and all trees,

fenced, hedges, hoardings, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid Immovable Properties, lands or any part thereof belonging to or in any way appurtenant to or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and to hold all the Immovable Properties unto to the use of the Mortgagee for the due repayment, discharge and redemption by the Mortgagor(s) /Borrower to the Mortgagee.

3. The Mortgagors further declare that the Immovable Properties can also be used as an additional security for securing any additional loan granted or to be granted by the Mortgagee to the ~~Mortgagors~~ and/or the Borrower(s).

### **ARTICLE 3**

#### **COVENANT TO PAY**

1. Pursuant to the Loan Documents and in consideration of the Lender having granted the Loan, the ~~Mortgagors(s)~~ /Borrower covenants and agrees that it shall comply with the terms and conditions of the Loan Documents and shall repay or pay the Mortgage Debt in accordance with the Loan Documents.

### **ARTICLE 4**

#### **GRANT AND TRANSFERS**

1. For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt hereby secured or

RAJWADA GROUP  
Partner

Harind Gopal.  
Authorized Signatory

*[Handwritten signature]*



intended to be hereby secured, the Mortgagors/Borrower doth, hereby assign, convey, assure, charge and transfer (without possession, i.e. the possession shall remain with the Mortgagors) unto the Lender for its benefit by way of continuing security:-

- (i) all the rights, title, interest and benefit in all and singular the beneficial right, title and interest of the Mortgagors/Borrower in respect of the Immovable Properties hereto respectively, together with all buildings, erections, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all plant and machinery, trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto **AND ALL** the estate, right, title, interest, property, claim and demand whatsoever of the Borrower into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter, **TO HAVE AND TO HOLD** all Immovable Properties unto and to the use of the Lender for its benefit, absolutely **UPON TRUST** and subject to the powers and provisions contained herein and

**in the Financing Documents;**

- (ii) all rights, title, interest and benefit of the Borrower in all and singular, the Borrower's plant and machinery, whether immovable or moveable as also all tangible and intangible moveable assets (both present and future) and by way of continuing security over all moveable assets of the Borrower whether pertaining to the Project or not including all plant and machinery, electrical systems, hardware, computer software, wiring, pipelines, tanks, containers, electronics spares, machinery spares, tools, furniture, fixtures meters, vehicles, accessories), turbines, steam generators, boilers, all plants and machineries used for transportation of coal, steam and water systems, electrical systems, hardware, computer software, wiring, pipelines, tanks, electronics spares, machinery spares, tools, meters, motor vehicles, accessories and all other equipment and assets of the Borrower and all other equipment or property, whether affixed to the earth or not, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the site of the Project or any of the Borrower's premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place(s) or wherever else situated or wherever else the same may be, and all the intangible assets including but not limited to intellectual property rights, goodwill of the



**Borrower**, and uncalled capital, whether now belonging to or that may at any time during the continuance of this Indenture belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, nationalization or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned or acquired by the Borrower, And all the estate, right, title, interest, benefit, property, claims and demands whatsoever of the Borrower unto and upon the same, both present and future **TO HAVE AND TO HOLD** all Immovable Properties unto and to the use of the Lender for its benefit, absolutely **UPON TRUST** and subject to the powers and provisions contained herein and in the Financing Documents;

- (iii) all rights, title, interest, benefit, claims and demands whatsoever of the Borrower, in, to, under and/or in respect of the in any Project Documents, licenses to and under all assets of the Project, permits, and the Clearances, approvals, consents, insurance policies, all monies, revenues and receivables thereunder, assignments, concessions, all letters of credit, guarantees and performance bonds, to the extent capable of assignment hereto including, without limitation, the right to compel

performance thereunder, and to substitute, or to be substituted for, the Borrower thereunder, and to commence and conduct either in the name of the Borrower or in its own name or otherwise any proceedings against any person in respect of any breach of, the Project Documents, the Clearances, approvals, consents, insurance policies, all monies, revenues and receivables thereunder, assignments, concessions, all letters of credit, guarantees and performance bonds, to the extent capable of assignment and, including without limitation, rights and benefits to all amounts owing to, or received by, the Borrower and all claims thereunder and all other claims of the Borrower under or in any proceedings against all or any such persons, all the right, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantees, performance bond and liquidated damages provided by any party to the Project Documents and together with the right to further assign any of the Project Documents, the Clearances, approvals, consents, insurance policies, all monies, revenues and receivables thereunder, assignments, concessions, all letters of credit, guarantees and performance bonds to the extent capable of assignment to any person which description shall include all properties of the above description whether presently in existence or acquired hereafter **TO HAVE AND TO HOLD** all Immovable Properties unto and to the use of the Lender for its benefit, absolutely **UPON TRUST** and subject to the powers and provisions contained herein and in the



Financing Documents;

**ARTICLE 5**

**SECURITY**

**1. Continuing Security**

The security created by way of mortgage over the Immovable Properties or pursuant to these presents is a continuing security and shall remain in full force till Final Settlement Date notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Mortgage Debt in accordance with the Loan Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Lender may now or hereafter hold for the Mortgage Debt or any part thereof. This mortgage over the Immovable Properties may be enforced against the Borrower without first having recourse to any other rights of the Lender and may also be enforced for any balance due to the Borrower/Mortgagor(s), after resorting to one or more means of obtaining payment or discharge of the Mortgage Debt as contemplated in the Loan Documents.

**2. Other security**

This mortgage over the Immovable Properties is in addition to, and shall neither be merged in, nor in any way exclude or

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

**3. Cumulative Powers**

The powers which this Indenture confers on the Mortgagee and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under Applicable Law and any Loan Document, and may be exercised as often as the Mortgagee or the receiver thinks appropriate in accordance with these presents; the Mortgagee or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower 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. Unconditionality of Security**

The mortgage/security created by this Indenture shall not be discharged or adversely affected by:

- i) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Borrower(s), and/or the Mortgagor(s) or any other person;
- ii) any amendment, modification or supplement to this Deed



- ~~of~~ **any other Loan Documents** or any other agreement, **guarantee, indemnity, right, remedy or lien;**
- iii) **the making** or absence of any demand on the Borrower(s), **the Co-Borrower(s)** and/or the Mortgagor(s) or any other person for payment;
  - iv) the enforcement or absence of enforcement of this Deed or any other Loan Documents;
  - v) the taking, existence or release of any other agreement, security interest, guarantee, indemnity, right, remedy or lien (including the release of any part of the Immovable Properties);
  - vi) the illegality, invalidity or any defect in any provision of this Deed, or any other agreement, guarantee, indemnity, right or remedy or lien, or any of the obligations of any of the Parties thereunder;
  - vii) the illegality, invalidity or unenforceability of the Mortgaged Debts or any part thereof or the illegality, invalidity, unenforceability or any defect in any provision of any agreement or document creating or resulting in the Mortgaged Debts including this Deed; or
  - viii) any other matter or thing whatsoever relating to this Deed.

5. **First Recourse Enforcement**

This Deed may be enforced without the Mortgagee first having recourse to any other Security or rights or taking any other steps