

11296/17

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03009/17



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
22/12/17  
1-50  
175/600/17

A.R.A. III

1001 ✓

Y 848892

Mortgage

Certified that this document has been registered in accordance with the provisions of the Registration Act, 1908.  
Additional Registrar  
of Assurances - Kolkata

Assurance  
23 DEC 2017

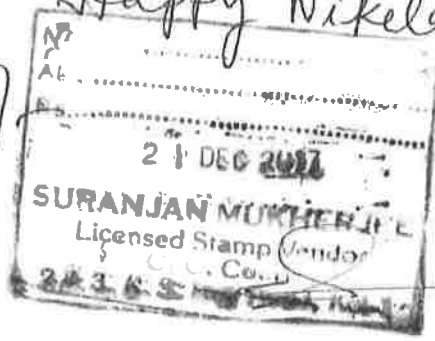
**DEED OF MORTGAGE**  
(WITHOUT POSSESSION)

This Deed of Mortgage is executed at Kolkata on this the 22nd day of December, 2017 by and between

100599

Happy Niketan Pvt. Ltd.

108



5, Gorky Terrace

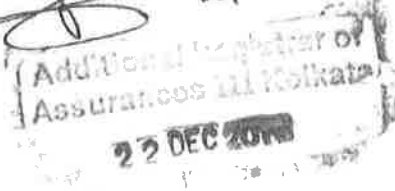
Kol-17.

21 DEC 2017

21 DEC 2017



*[Handwritten Signature]*



Identified by me  
Anwarul Karim Mishra  
S/o. Late Bindeshwar Mishra  
7A Kishore Shankar Roy Road  
P.O. - GPO, PS- Hare Street  
Kolkata - 70001.  
Advocate

**HAPPY NIKETAN PRIVATE LIMITED**, (PAN: AABCH8182Q), (CIN: U45203WB2007PTC113326) a Private Limited Company, registered under the provisions of the Companies Act 1956, having its Registered Office at No.5, Gorky Terrace, 2<sup>nd</sup> Floor, P.O.& Police Station Shakespeare Sarani, Kolkata-700 017, represented by its Constituted Attorney viz. Alcove Developers LLP through its authorized representative (pursuant to the Partners' Resolution dated 14<sup>th</sup> December, 2017), Arun Kumar Sharma son of Sri Binod Kumar Sharma, by occupation- Service, by Nationality Indian and residing at No.68/2 Harish Mukherjee Road, P.O.Bhawanipur, P.S.Kalighat, Kolkata 700025 (PAN-BTUPS2925J), pursuant to the Power of Attorney dated 25<sup>th</sup> January, 2017 registered with the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book IV, Volume No.1903-2017 Pages 54149 to 54186, Being No.190302127 for the year 2017, herein after called and referred to as the "**MORTGAGOR**" of the **FIRST PART**

**AND**

**STATE BANK OF INDIA**, (PAN: AAACS8577K), a body corporate constituted under the State Bank of India Act, 1955, having its Central Office at Madam Cama Road, Mumbai-400 021, Local Head Office at Samriddhi Bhawan, 1 Stand Road, Kolkata 700 001, inter alia, carrying on business at SME Branch, Ballygunge (TAN CALC03869F), 50A, Gariahat Road, (5<sup>th</sup> Floor), P.O. & P.S. Gariahat, Kolkata-700 019, represented through its Relationship Manager, Debajyoti Banerjee (PAN AOCPB3107K), (AADHAR NO.365614029037), son of Sri Gopal Chandra Banerjee, aged about 31 years, by Caste Hindu, by occupation service, at present working for gain at State Bank of India, SME Branch, Ballygunge, 50A, Gariahat Road, (5<sup>th</sup> Floor), P.O. & P.S. Gariahat, Kolkata - 700 019, resident of No.4, Charunagar, P.O. Brahmapur & P.S. Bansdrani, Kolkata—700 096, hereinafter referred to as the "**MORTGAGEE**" of the **SECOND PART**



Additional Registrar of  
Assurances III Kolkata  
22 DEC 2019

**AND**

**ALCOVE DEVELOPERS LLP**, (PAN AAZFA6468M),(LLPIN: AAC2250) a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 (6 of 2009), having its Registered Office at No.68/2, Harish Mukherjee Road, P.O.Bhawanipur, Police Station Kalighat, Kolkata- 700 025, represented by its Partner Yashaswi Shroff (PAN: CGQPS5937J) (AADHAR No.7518-7455-8729) son of Shri Ajay Kumar Shroff, residing at No.68/2, Harish Mukherjee Road, P.O.Bhawanipur, Police Station Kalighat, Kolkata-700 025, pursuant to the Partners' Resolution dated 14<sup>th</sup> December, 2017, herein after called and referred to as the "**BORROWER**" of the **THIRD PART**.

**Whereas**, the term Mortgagor, Mortgagee and Borrower unless repugnant to the context shall mean and include their legal heirs, representatives, successors, executors, administrators, trustees, legal representatives and assigns.

**And Whereas**, the Mortgagor herein, is the sole and absolute owner of the immovable properties more fully described in the **Part – 1** of the **Schedule II** hereunder written and herein after called and referred to as "the **Entire Premises**".

**And Whereas**, the Mortgagor vide a Development Agreement dated 25<sup>th</sup> January, 2017 registered with the Additional Registrar of Assurance III, Kolkata has granted exclusive rights to the Borrower to develop and exploit commercially the said Entire Premises by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained (hereinafter referred to as "the **Development Agreement**").

**AND Whereas** a divided and demarcated portion of the said Entire Premises has been separately assessed and renumbered by the Serampore Municipality as Municipal Holding No.449/A/2 G. T. Road, P.S. Serampore, Dist-Hooghly, PIN-712202, West Bengal, in Ward No.19 of the Serampore Municipality, having a land area of 6.854 acre (i.e. equivalent to 2,98,560 Sq.ft. or 27,736.92 Decimal) more or less comprised in L.R. Dag Nos.13239,13351, 13354, 13238, 13352, 13353 all



Additional Registrar of  
Assurances III Kolkata  
22 DEC 2011

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-014018906-1 Payment Mode Online Payment  
GRN Date: 22/12/2017 11:42:49 Bank : Indian Overseas Bank  
BRN : 201712220911337 BRN Date: 22/12/2017 11:43:56

DEPOSITOR'S DETAILS

Id No. : 19030001751600/1/2017

(Query No./Query Year)

Name : ALCOVE DEVELOPERS LLP  
Contact No. : 39842126 Mobile No. : +91 9831264332  
E-mail : nkp@alcoverealty.in  
- Address : 682 HARISH MUKHERJEE ROAD KOLKATA 700025  
Applicant Name : Org HAPPY NIKETAN PRIVATE LIMITED  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19030001751600/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	99920
2	19030001751600/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	55098

Total

155018

In Words : Rupees One Lakh Fifty Five Thousand Eighteen only



*[Handwritten signature]*

Additional Registrar of  
Assurances III Kolkata

22 DEC 2018





सत्यमेव जयते  
भारत सरकार



आधार

भारतीय विशिष्ट परिचय प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

ভালিকাতুক্তির আই ডি / Enrollment No.: 1040/19623/00796

To  
জনশ্রী শ্রফ  
Yashaswi Shroff  
68/2 HARISH MUKHERJEE ROAD  
GANAPATI  
Bhawanipore S.O  
Bhawanipore  
Kolkata  
West Bengal 700025

15/03/2013  
941106



MN009411065FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**7518 7455 8729**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



জনশ্রী শ্রফ  
Yashaswi Shroff  
পিতা : অজয় কুমার শ্রফ  
Father : AJAY KUMAR SHROFF  
জন্ম সাল / Year of Birth : 1991  
পুরুষ / Male



**7518 7455 8729**

আধার - সাধারণ মানুষের অধিকার




**आयकर विभाग**  
**INCOME TAX DEPARTMENT**


**भारत सरकार**  
**GOVT. OF INDIA**

**ARUN KUMAR SHARMA**  
**BINOD KUMAR SHARMA**

0210119888  
 Permanent Account Number  
**BTUPS2925J**

*Arun Sharma*  
 Signature





13032008

*Arun Sharma*

**इस कार्ड के खोले / खाने पर शक्यता संज्ञित करें / लॉटर**  
**आयकर धन सेवा इकाई, एन एन डी एन**  
**एनडीएसटी, टाईम्स टॉवर, कन्नडा मिडिल कंपाउंड,**  
**एन बी मार्ग, लोअर पार्ल, मुम्बई - 400 013.**

*If this card is lost / someone's hand is found,*  
*please inform / return to:*  
**Income Tax PAN Services Unit, NSDL,**  
**1st Floor, Times Tower,**  
**Kannada Middle Compound,**  
**S. B. Marg, Lower Parel, Mumbai - 400 013.**  
**Tel: 91-22-2499-4650, Fax: 91-22-2495 0664,**  
**e-mail: income@nsdl.com**





ভারতের নির্বাচন কমিশন  
ELECTION COMMISSION OF INDIA  
HZG3817871

পরিচয় পত্র  
IDENTITY CARD



নির্বাচকের নাম অরুণ কুমার শর্মা

Elector's Name Arun Kumar Sharma

পিতার নাম বিক্রম কুমার শর্মা

Father's Name Bikram Kumar Sharma

লিঙ্গ পুরুষ

Sex M

১.১.২০০৭ ৮ বছর ১৮

Age as on 1.1.2007 18

*Sharma*

ঠিকানা:

৬৮ ১২ হারিশ মুখার্জী রোড কলকাতা ৭০০০২৫

Address:

68/2 HARISH MUKHERJEE ROAD KOLKATA 700025

*Arjun*

নির্বাচন নিবন্ধন অধিকারিক  
Facsimile Signature  
Electoral Registration Officer

বিধানসভা নির্বাচন কেন্দ্র : ১৪৮-আলিপুর

Assembly Constituency: 148-Alipore

জেলা: কলকাতা

District: Kolkata

তারিখ: ১০.০৭.২০০৭

Date: 10.07.2007

০৫০৭১৭



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DEBAJYOTI BANERJEE

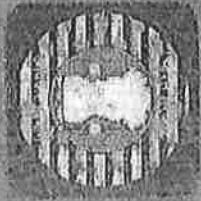
GOPAL CHANDRA BANERJEE

25/12/1986

Permanent Account Number  
AOCPPB3107K

*Abhijit Banerjee*

Signature



*Abhijit Banerjee*

*In case this card is lost / found, kindly inform / return to :-*

Income Tax PAN Services Unit, UHESL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लोटाएं :-  
आयकर पैन सेवा यूनिट, यू.ए.एस.एल,  
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी.बेलपुर,  
नवी मुंबई-४०० ६१४.







ভারত সরকার  
Government of India



অরুণ কুমার শর্মা  
Arun Kumar Sharma  
পিতা : বিনোদ কুমার শর্মা  
Father : BINOD KUMAR SHARMA  
জন্মতারিখ / DOB : 02/01/1988  
পুরুষ / Male



2835 8373 0439

আমার আধার, আমার পরিচয়





आधार

ভারতীয় যিপিউ পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা:  
68/2, হরিশ মুখার্জী রোড,  
ভবানীপুর, ভাবানীপুর, কোলকাতা,  
পশ্চিম বঙ্গ, 700025

Address:  
68/2, HARISH MUKHERJEE  
ROAD, Bhawanipore,  
Bhawanipore, Kolkata, West  
Bengal, 700025

2835 8373 0439



1957



help@uidai.gov.in



www.uidai.gov.in





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

WKJ2389666



নির্বাচকের নাম : মনোজ মাহাতো  
Elector's Name : Manoj Mahato  
পিতার নাম : নাথুনি মাহাতো  
Father's Name : Nathuni Mahato  
লিঙ্গ/Sex : পুরু/ M  
জন্ম তারিখ  
Date of Birth : 19/12/1985

*Manoj Mahato*

WKJ2389666

ঠিকানা:  
7B, কিরন শঙ্কর রায় রোড, কোলকাতা সিটি কর্পোরেশন  
কম্পাউন্ড, হেরা স্ট্রিট, কলকাতা-700001

Address:  
7B, KIRON SHANKAR ROY ROAD,  
KOLKATA MUNICIPAL CORPORATION,  
HARE STREET, KOLKATA-700001

Date: 29/11/2013

162-চৌরঙ্গী নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন আধিকারিকের  
স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral  
Registration Officer for  
162-Chowrangee Constituency

নির্বাচক পরিবর্তন হলে সন্থন টিকসকার হেল্পার সিটি নম্ব জেনার ও এনকে  
নম্বের সন্থন সন্থন পরিচয়পত্র পত্রের অপর কপিটি করে এই  
পরিচয়পত্রের সন্থন টিকসকার করুন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

03/1/15/1



recorded in L.R. Khatian No.11331, in Mouza-Mahesh, J.L. No. 15 (hereinafter referred to as "the **said Premises**").

**And Whereas**, Borrower in need of money for construction of a residential Housing Project at a divided and demarcated portion of the said Premises, being the Northern portion thereof containing an area of 3.65 Acres more or less comprised in L.R. Dag Nos. 13238 & 13239 all recorded in L.R. Khatian No.11331, in Mouza-Mahesh, J.L. No. 15 (hereinafter referred to as "the **Mortgaged Property**") requested the Mortgagee to lend a sum of Rs. 49,00,00,000/- (Rupees Forty-Nine Crore) only which the Mortgagee has agreed to lend by executing these presents with a view to secure the repayment thereof with interest as herein after provided. The said definition of Mortgaged Property also includes all future constructions thereat.

The details of said limit are as follows: -

<u>Name of the facility</u>	<u>Limit</u>	<u>Rate of Interest</u>
1. Construction Loan	Rs. 49,00,00,000/-	MCLR + 1.95%

**And Whereas**, Borrower has through Sanction Letter/Letter of Arrangement dated 24<sup>th</sup> November, 2017 vide Letter No. BR/17-18/782 been directed to execute various loan documents inter alia as follows -

- i) Agreement of Loan-cum-Hypothecation.
- ii) Guarantee Agreement.
- iii) Any other documents as required time to time by the Bank/Mortgagee from the Borrower.

**And Whereas**, the Mortgagor agrees with the Mortgagee that the Mortgaged Property is free from all encumbrances/charges, lispensens, attachment etc. and they are rooted through correct chain of title, details of which have been described in the **Schedule I** hereunder written.

**And Whereas** the Mortgagor and the Borrower hereby jointly represents to the Mortgagee that as per clause 20.3.1 of the said Development Agreement, the



1

Additional Registrar of  
Assurances III Kolkata

22 DEC 2018



Mortgagor herein, therein Land Owner, or its directors shall have no liability whatsoever in respect of any loan taken by the Developer therein, herein Borrower, including the project loan or its repayment or default save and except the obligation to create mortgage over the said Entire Premises or any part thereof.

**And Whereas** the Memorandum of Association of the Mortgagor Company inter-alia authorizes it to create Mortgage on its properties in whole or in part and for the said purpose, the Directors of the said Mortgagor Company are empowered under the Articles of Association to grant power of attorney in favour of any Company, Firm or Body of persons as the Directors may think fit.

**And Whereas** exercising its Powers given under the Articles of Association and in order to effectuate the said Development Agreement, the Board of Directors of the said Mortgagor Company has on 25<sup>th</sup> January, 2017 executed a Power of Attorney in favour of the said Borrower and its Partners from time to time and duly Authorised Representatives to jointly and/or severally do execute exercise and perform all or any of the acts deeds and things relating to the said Entire Premises inter-alia including creating charges and mortgages on the said Entire Premises and/or constructions thereat (both present and future) by way of registered mortgage, and which Power of Attorney is registered with the office of the Additional Registrar of Assurance III, Kolkata.

**And Whereas** the said Development Agreement and Power of Attorneys, were executed by the said Mortgagor Company pursuant to the Resolutions passed by its Board of Directors in its meeting of 18<sup>th</sup> January, 2017.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. (a) In pursuance of the said Loan Documents and in consideration of the mortgage debt having been granted or agreed to be granted or continued by Mortgagee to the Borrower within the abovementioned aggregate limit, the Borrower hereby covenant with the Mortgagee that the Borrower shall repay the mortgaged debt to the Mortgagee with all interest at the agreed rates and rests and costs charges and



Additional Registrar of  
Assurances III Kolkata

22 DEC 2011

expenses on the terms and conditions contained in all or any of the said agreement/s.

(b) AND IN PURSUANCE THE SAID LOAN DOCUMENTS AND IN CONSIDERATION OF THE PREMISES the Mortgagor hereby grants, assures and creates charge by way of mortgage unto the Mortgagee all and singular the lands hereditaments and premises being a divided and demarcated portion of the said Premises No. 449/A/2, Mahesh G. T. Road under Serampore Municipality, being the Northern portion thereof containing an area of 3.65 Acres more or less comprised in L.R. Dag Nos. 13238 & 13239 all recorded in L.R. Khatian No.11331, in Mouza-Mahesh, J.L. No. 15 TOGETHER with all the buildings, structures messuages and tenements now standing thereon or which may hereafter be erected thereon or on any of them or any part thereof more particularly described in the **Part 2 of the Schedule II** hereunder written AND TOGETHER with all and singular the houses, out-houses, wells, waters, water-courses, ways, paths, passages, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments, and premises appertaining or with the same or any part thereof now or heretofore occupied or enjoyed or reputed or known as part and parcel or member thereof or appurtenant thereto (hereinafter called "the **Mortgaged Property**") and all the estate, right, title, interest claim, demand of the Mortgagor into and upon the said Mortgaged Property SUBJECT however, to the proviso for redemption hereinafter contained.

(c) Provided that if the Borrower shall duly pay to the Mortgagee the mortgaged debt hereby secured in the manner provided under all or any of the said Loan Documents and as mentioned herein and all other monies if any by these presents or by law payable by the Borrower to the Mortgagee then and in such case the Mortgagee shall at any time thereafter upon the request of and at the costs of the Mortgagor release all and singular the properties benefits and rights expressed or intended to be hereby mortgaged or charged or any other assets which may be



Additional Registrar of  
Assurances in Calcutta

22 DEC 2011

comprised in these presents unto the Mortgagor and/or Borrower as the Borrower shall direct.

2. It is also hereby agreed and declared that in the event of the Borrower failing to pay the mortgage debt or any part thereof or failing to perform and discharge all and every obligations and liabilities under all or any of the said Loan Documents or hereunder in accordance with the terms thereof, the Mortgagee shall have the right to cause the mortgaged property to be sold through the intervention of the Court or Sarfaesi Act or any other law and to apply the proceeds of sale in payment of the dues owing and payable by the Borrower in discharge of the Borrower's obligations and liabilities under all or any of the said Loan Documents or hereunder and also the right to recover the mortgaged debt or the balance or any part thereof and all other monies remaining unpaid from the Borrower personally in accordance with the terms and conditions contained in all or any of the said Loan Documents or under these presents.
3. The Mortgagor hereby covenants with the Mortgagee as follows;
  - (a) The Mortgagor hereby declares and assures that subject to the said Development Agreement dated 25<sup>th</sup> January, 2017, the Mortgaged Property is its absolute property and free from all or any prior charges, mortgages, encumbrances, claims or charges and are not subject of matter of lis-pendens, attachments or other proceedings before any courts, tribunals or authority and nor such encumbrances shall or be allowed to be created in whatsoever manner or attachment allowed to be levied on the Mortgaged Property, so long as the Borrower continue to be indebted or liable to the Bank under these presents.
  - (b) The Mortgagor confirms and declares that the Borrower has actual possession of the Mortgaged Property and the Mortgagor has absolute power and authority to mortgage the mortgaged property in favour of the Mortgagee. The Borrower confirms and declares that it has



Additional Registrar of  
Assurances in Kolkata

22 DEC 2014

physical possession of the mortgaged property. The Mortgagor further declares and confirms that no notice or process has been issued or no recovery proceeding for recovery of any statutory dues, taxes were initiated in the past nor any proceedings or levy or tax is pending against the Mortgagor or were started by any Authorities under the Income Tax Act or Central or Sales Tax Act and that no notice or process has been issued or started or served on the Mortgagor in relation to the Mortgaged Property or any part of it under Rules 2, 16 or 51 or any other rules of the Second Schedule to the Income Tax Act 1961 or under any other law for the time being in force.

4. The Mortgagor and/or Borrower, as may be obliged under the said Development Agreement, shall at all times during the continuance of these presents and the security hereby created pay all the ground rents, land revenue, rates taxes present as well as future, assessments and all dues, duties and outgoings whatsoever payable in respect of the Mortgaged Property immediately the same shall have become due and will keep the mortgaged property and every part thereof in a good state of repair and condition.
5. The Mortgagor and Borrower shall not create any other mortgage or charge of any kind whatsoever over or in respect of the said Mortgaged Property and shall not deal with or otherwise alienate or encumber their interest in the said mortgaged property or any part thereof in a manner prejudicial to the interest of the Mortgagee and also shall not lease out or allow any attachment, distress or execution to be levied thereon save in compliance of the Development Agreement.
6. And the Borrower hereby covenants with the Mortgagee that at all times during the continuance of the security hereby created, the Borrower shall keep the Mortgaged Property and every part thereof in a good state of repair and condition and that the Borrower shall insure and keep insured the Mortgaged Property against all loss or damage and such other risks as may be required by the Mortgagee from time to time which Insurance



Additional Registrar of  
Assurances III Kolkata  
22 DEC 2010



Policy shall also contain the name of the Mortgagee as beneficiary with an insurance company of repute notified by the Mortgagee and shall pay all premium necessary for keeping the insurance alive at all times during the continuance of this security and shall on every occasion produce, assign and deliver to the Mortgagee the policy(ies) and the receipt of every such payment and that the Mortgagor and Borrower shall not during the continuance of any such insurance do or cause or allow to be done any act or commit any default rendering the insurance void or voidable or payment of enhanced premium and in the event of any such occurrence, the Mortgagor and/or Borrower as the case may be shall forthwith at their own cost and expenses effect a new insurance in lieu of the void or voidable insurance and also that it shall be lawful for but not obligatory for the Mortgagee to keep the Mortgaged Property in a good state of repair and condition and insure and keep insured in any sum in the manner aforesaid and that the Mortgagor and/or Borrower as the case may be shall on demand pay to the Mortgagee every sum(s) of money expended by it for the purpose(s) aforesaid with interest thereon at the agreed rates from the time having been so expended and that until such repayment the same shall be a charge upon the mortgaged property hereby secured.

7. Notwithstanding anything contained herein or in all or any of the said Loan Documents or any other relative security documents, the whole of the mortgaged debt shall at the sole discretion of the Mortgagee become due and forthwith payable by the Borrower to the Mortgagee upon the happening of any of the following events and the Mortgagee shall be entitled to enforce the security hereunder: -
  - a.) Any installment of the Principal Loan remaining unpaid for the period of 3 months after the due date for payment thereof has expired;
  - b.) Any interest amounting to Rs. 500/- shall be in arrears and remain unpaid for the period of 3 months remaining unpaid after the same have become due for payment, whether demanded or not;



Additional Registrar of  
Assurances III Kolkata

22 DEC 2018

- c.) The Borrower committing any material breach or default in the performance or observance of any of the terms contained herein or in the Borrower's proposal or any other Loan documents;
- d.) If any of the representations or the documents furnished by the Borrower in its application are found to be untrue or false or incorrect;
- e.) Upon entering into any arrangement or composition with its creditor or committing any act of insolvency;
- f.) Any execution or other similar process being levied or enforced against Mortgagor;
- g.) If an order is made or a resolution passed for the winding up or notice of meeting to pass such a resolution is issued;
- h.) A receiver being appointed for all or any part of the Mortgaged Property;
- i.) If the Borrower ceases to carry on business or threatens not to carry on business;
- j.) If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Borrower's capacity to repay any amounts under the said facilities;
- k.) If the Borrower does not submit the required statements or mis-utilizes/diverts the monies or the said assets without the Mortgagee's prior permission / knowledge.

Whether any of the above events has happened or not, the decision of the Mortgagee shall be conclusive final and binding on the Mortgagor and Borrower.



Additional Registrar of  
Assurances III Kolkata

22 DEC 2011

PROVIDED ALWAYS THAT the Mortgagee may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Mortgagee any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Mortgagee are only cumulative and not exclusive.

8. And that the Mortgagor hereby further covenants and agrees that the security created on the mortgaged property shall secure all the present and future facilities, limits, indebtedness and outstandings of the Borrower under all or any of the said Loan Documents and / or the above mentioned mortgage debt and that the same shall subsist notwithstanding the granting of totally new facilities, granting of new limits or relative accounts coming into credit or inter-changeability of the limits, increase, variation or reduction or cancellation of any of the limits granted or agreed to be granted or continued to the Borrower in the manner and on the terms contained in all or any of the said agreements.
9. That the Mortgagor and the Borrower further covenant that in the event of the default in payment of the mortgaged debt and or the performance of the obligations by the Borrower, the Mortgagee shall at its option also be entitled notwithstanding the power of sale through the intervention of the Court or Sarfaesi Act or any other law to file a suit against the Borrower for the recovery of the mortgaged debt by proceedings against the mortgaged property as well from the Borrower personally and to enforce all the rights and remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.
10. The Mortgagor hereby agrees that although as between the Borrower and Mortgagor the mortgaged property comprised herein is a collateral



Additional Registrar of  
Assurances III Kolkata

22 DEC 2018

security, but as between the Mortgagor and the Mortgagee the Mortgaged Property hereby mortgaged shall constitute principal security.

11. For all or any of the purposes aforesaid the Mortgagor hereby irrevocably appoints the Mortgagee to be its attorney and in the name and on behalf of the Mortgagor to execute and do all such acts matters deeds and things which the Mortgagor ought to do and execute and generally to use the name of the Mortgagor in the exercise of all or any of the powers by these presents conferred on the Mortgagee.
12. All the obligations of a Mortgagor and all the rights, remedies and powers of a Mortgagee under the law for the time being in force except so far as they may be expressly varied by or inconsistent with these presents shall be deemed to be incorporated in these presents provided that the provisions of section 61, 65A and 67A respectively of the Transfer of Property Act 1882 shall not apply to these presents or to the Mortgagor or the Mortgagee interse and this shall deemed to be a contract to the contrary for the purpose of those sections.
13. Nothing herein contained shall prejudice any lien or set off, any other right which the Mortgagor has or is entitled or any other security which the Mortgagee now holds or may hold hereinafter from the Mortgagor or the Borrower and whether jointly or singly with one another or others.
14. The Mortgagor in pursuance of the said loan documents and for the consideration aforesaid further covenants and agrees that if more than one mortgage is or has been created by the Mortgagor for or in respect of the mortgage debt hereby secured, the Mortgagee is at liberty and is entitled to treat each of the mortgaged property as joint and several mortgage for the repayment and satisfaction and redemption of the mortgage debt.
15. If the Mortgaged Property or any part thereof shall at any time be acquired or taken up by government and/or by any public Authority or Body for itself



Additional Registrar of  
Assurances III Kolkata  
22 DEC 2018



or for any local body or authority or public purpose or under any law or for any other reason whatsoever the Mortgagee shall be entitled to receive the whole of the compensation and to apply the same or a sufficient portion thereof towards repayment of the mortgaged debt and interest and all costs, charges and expenses and other monies due under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Property or any part thereof shall be conducted by the Mortgagor and Borrower through the Attorneys and engineers of the Mortgagee and if the Mortgagor or Borrower shall not do so then the Mortgagee shall be entitled to engage its attorneys and engineers and the Borrower shall on demand pay to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee in this regard with interest thereon from the time of the same having been so incurred and until such repayment they shall be a charge on the mortgaged property and in all proceedings in Courts of Law or tribunals or before Public or other Officers wherein the Mortgagee shall be entitled and required to appear, the mortgagee shall be entitled to appear by attorneys, counsels, architects, engineers and other professional persons as it may deem fit and all costs charges and expenses between advocate and client incurred in this regard by the Mortgagee shall be repaid by the Borrower to the Mortgagee with interest and they shall until repayment be a charge on the mortgaged property.

16. The Borrower shall pay all costs, charges and expenses between Attorney and client in anyway incurred or paid by the Mortgagee and incidental to or in consonance with these presents or its security incurred as well for the assertion or defence of the rights of the Mortgagee as for the protection and security of the mortgaged property and for the demand realization and recovery of the said mortgaged debt, interest and other monies payable to the Mortgagee and the same shall on demand be paid by the Borrower to the Mortgagee with interest thereon at the agreed rates from the time of the same having been so incurred and until such payment the same shall be a charge upon the mortgaged property.



Additional Registrar of  
Assurances III Kolkata

22 DEC 2018

17. The Mortgagor and the Borrower hereby confirms and declares that the Mortgagee shall be entitled to the benefit of all the provisions contained in all or any of the said Loan Documents in respect of the mortgaged security hereby created in the same manner as it is entitled to in respect of the personal liability of the Borrower there under and in particular the provisions against release or discharge under all or any of the said Loan Documents by reason of anything done or omitted to be done by the Mortgagee or by reason of the circumstances therein mentioned shall likewise be applicable to the security hereby created by the Mortgagor in favour of the Mortgagee as if they were set out herein and made applicable to the mortgaged security.
18. Any demand or notice may be served on the Mortgagor and/or the Borrower personally or by Facsimile (Fax), E-mail, Courier or by registered post acknowledgement due or under certificate of posting to the address recorded with the Mortgagee or left or affixed to any part of the mortgaged property and when such address is not recorded to the last known address of the Mortgagor and the Borrower and any / every such demand or notice shall be deemed to have been received as the case may be at which it was left or at which it would have been delivered in the ordinary course of post at the above address.
19. The Parties hereto consent that Physical Possession of the Schedule property shall remain with the Mortgagor/Borrower as per the terms between them.
20. The Parties hereto consent that the cost of registration of this deed with stamp duty and other misc. expenditure shall be borne by the Borrower. Market value of this Deed of Mortgage is Rs. 49 Crores (Rupees Forty-nine Crores) only.
21. The Mortgagor and the Borrower states herein that the nature of use of the subject property herein as mortgaged is recorded as "Housing



Additional Registrar of  
Assurances III Kolkata  
22 DEC 2018

Complex" and necessary approvals from the various Govt. Departments have also been taken and/or are in the process of being taken for construction of apartments and it is well connected with the roads and there is no any legal impediment as to creation of instant mortgage in favour of the Mortgagee.

22. The Borrower who is also the Developer, confirms creates and executes the mortgage along with the mortgagor owner company and reiterates and accept the obligations of the mortgagor herein apart from its obligations and liabilities as Borrower to the mortgagee Bank.

**THE SCHEDULE - I ABOVE REFERRED TO**

(Brief History of the Entire Premises)

- A. By virtue of the provisions of Sick Textile Undertakings (Nationalization) Act, 1974, the textiles undertakings of Bengal Laxmi Cotton Mills at Serampore, District Hooghly which included the land being All Those 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 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.255 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062 Acres), 11138 (0.007Acres),



Additional Registrar of  
Assurances III Kolkata

22 DEC 2018

11141 (0.200 Acres), and 11142 (0.100 Acres), 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, (herein referred to as the "**said ENTIRE PREMISES**"), became transferred to and /or vested in the Central Government on and from 1<sup>st</sup> April, 1974.

- B. The Central Government had transferred the custody and ownership of the said Mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (in short the "**said NTCL**"), by virtue of the provisions of the said Act.
- C. In pursuance of rehabilitation scheme sanctioned by the Board for Industrial and Financial Reconstruction (BIFR) as also approval granted for sale of its assets including surplus land by virtue of order dated 15<sup>th</sup> February, 2002, NTCL had in or about 13<sup>th</sup> April, 2007 floated tender for sale of the said Entire Premises.
- D. The Mortgagor herein participated in the said tender floated by NTCL. The bid was duly accepted and the entire agreed consideration money was paid by the Mortgagor herein for and on account of purchase of the said Entire Premises.
- E. By an Indenture of Conveyance dated the 11<sup>th</sup> August, 2007, made between NTCL as the Vendor of one part and the Mortgagor herein M/s. Happy Niketan 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. I, Volume No.9, Pages 50 to 65, Being No.503 for the year 2008, NTCL for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the Mortgagor herein the said Entire Premises, more fully described in the **Part - 1 of the Schedule II** hereunder written, free from all encumbrances whatsoever.
- F. The Mortgagor herein thus at all material times became seized and possessed of and/or otherwise well and sufficiently entitled to **All Those**



Additional Registrar of  
Assurances III Kolkata

22 DEC 2018



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 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.255 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062 Acres), 11138 (0.007 Acres), 11141 (0.200 Acres), and 11142 (0.100 Acres), all recorded in L. R. Khatian No. 11331 (in the name of the Mortgagor) (previous Khatian No. 10932, in Mouza Mahesh, J. L. No.15, Police Station Serampore, bearing Holding No. 449A, Mahesh G. T. Road, and Nos. 49 & 44, B. L. C. Mills Road in the Serampore Municipality, in the District of Hooghly, West Bengal, (more fully described in the Part - I of Schedule II hereunder written and herein for the sake of brevity referred to as "**said ENTIRE PREMISES**", free from all encumbrances liabilities and lispendens whatsoever.

- G. The Mortgagor herein vide the Development Agreement dated 25<sup>th</sup> January, 2017, registered with the Additional Registrar of Assurance III, Kolkata and recorded in Book No. I, Volume No. 1903-2017, Pages from 27157 to 27238, Being No. 190300840, for the year 2017, has granted exclusive rights to the Borrower to develop and exploit commercially the said Entire

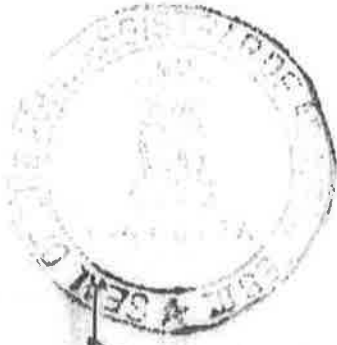


Additional Registrar of  
Assurances III Kolkata

22 DEC 2018

Premises by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.

- H. In order to effectuate the said Development Agreement and to comply with its obligations therein, the Mortgagor has on 25<sup>th</sup> January, 2017 executed a Power of Attorney in favour of M/s. ALCOVE DEVELOPERS LLP and its Partners from time to time and duly Authorised Representatives jointly and/or severally as and for the purposes relating to the said Entire Premises as morefully contained therein and this Power of Attorney had been registered with Additional Registrar of Assurance III, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages from 54149 to 54186, Being No. 190302127, for the year 2017.
- I. A divided and demarcated portion of the said Entire Premises has been separately assessed and renumbered by the Serampore Municipality as Municipal Holding No. 449/A/2 G. T. Road, P.S. Serampore, Dist-Hooghly, PIN-712202, West Bengal, in Ward No.19 of the Serampore Municipality, having a land area of 6.854 acre (i.e. equivalent to 2,98,560 Sq. ft. or 27,736.92 Decimal) more or less comprised in L.R. Dag Nos.13239,13351, 13354, 13238, 13352, 13353 all recorded in L.R. Khatian No.11331, in Mouza-Mahesh, J.L. No. 15 (hereinafter referred to as "the **said Premises**").
- J. The Borrower herein has demarcated a smaller portion of land out of the said Premises measuring 3.65 Acres, and after due approval as to building sanction plan and other related approvals it has decided to construct residential apartments thereat and for the purpose of construction of new buildings, the said Borrower has decided to take financial assistance from the Mortgagee as said herein above and for in that respect the said Mortgagor hereby mortgages the said land parcel measuring 3.65 Acres along with the present and future constructions thereat, being collectively referred to as the "Mortgaged Property", and the said Borrower is hereby confirming the said limit and security. Details



Additional Registrar of  
Assurances III Kolkata

22 DEC 2019

of said land measuring 3.65 Acre has been described in the **Part 2 of the Schedule II.**

**THE SCHEDULE – II ABOVE REFERRED TO**

**(PART-1)**

**(THE ENTIRE PREMISES)**

**ALL THOSE** several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at the following Dag Nos., all recorded in L.R. Khatian No.11331 (in the name of the Mortgagor ) (previous Khatian No. 10932), all in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding Nos. 449/A, 449/A/1 and 449/A/2, Mahesh G. T. Road in the Serampore Municipality, in the District of Hooghly, West Bengal: -

Dag Nos.	Area (Acres)	Dag Nos.	Area (Acres)	Dag Nos.	Area (Acres)	Dag Nos.	Area (Acres)
13353	0.037	13221	0.358	11168	0.273	11025	0.740
13354	0.528	13222	0.247	11169	0.096	11026	0.049
13209	2.809	13238	0.367	11171	0.042	11031	0.065
13210	0.163	13239	4.910	11172	2.705	11036	0.957
13211	0.200	13351	1.001	13203	0.051	11037	0.187
13212	1.149	13352	0.011	13204	0.006	11109	0.348
13213	0.475	11143	0.016	13205	0.020	11110	0.087
13214	0.437	11145	0.255	13206	0.097	11111	0.368
13215	0.391	11146	0.040	13207	4.670	11129	0.006
13217	0.012	11147	0.020	13208	1.330	11131	0.009
13218	0.001	11162	0.315	10164	0.002	11132	0.062
13219	0.391	11163	0.167	10166	0.089	11138	0.007
13220	0.662	11164	0.189	10167	0.005	11141	0.200
						11142	0.100
						<b>Total:</b>	<b>27.722</b>

**Butted and Bounded by: –**

**ON THE NORTH** : – Bose Para Lane.



Additional Secretary of  
Assurances III Kolkata

22 DEC 2011

- ON THE EAST** : - By river Hooghly.  
**ON THE SOUTH** : - By 9 Jagannath Ghat Road.  
**ON THE WEST** : - By G.T. Road.

**THE SCHEDULE II ABOVE REFERRED TO**

**(PART-2)**

**(THE MORTGAGED PROPERTY – Land & Construction thereat)**

**ALL THAT** piece and parcel of bastu land, containing an area of **3.65 Acres** out of **27.722 Acres** more or less and entire proposed construction of new buildings over the said 3.65 Acres of land situate lying at L.R. Dag No. 13238 (0.257 Acre) & 13239 (3.393 Acres) (R.S.Dag Nos.4332 & 4333), both recorded in L.R. Khatian No.11331, Mouza Mahesh, J.L.No.15, Police Station Serampore, Pin-721202, and comprised in Holding No.449/A/2, Mahesh G. T. Road in the Serampore Municipality, in the District of Hooghly, West Bengal and delineated in the map or plan hereto annexed and thereon bordered "**RED**".

**Butted and Bounded by: -**

- ON THE NORTH** : - Bengal Laxmi Cotton Mill Road.  
**ON THE EAST** : - T. N. G. Brick Field.  
**ON THE SOUTH** : - Remaining portion of Premises No.449/A/2, Mahesh G. T. Road.  
**ON THE WEST** : - Sibtala Lane.



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22 DEC 2016



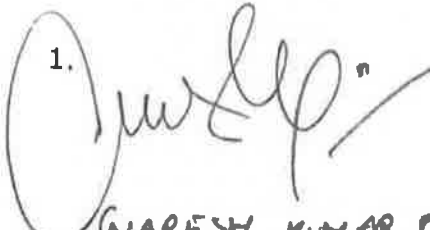
**IN WITNESS WHEREOF** the Mortgagor, Mortgagee and the Borrower have put their respective hand and signature on the day, month and year first hereunder written in the presence of:

WITNESSES:

HAPPY NIKETAN PRIVATE LIMITED

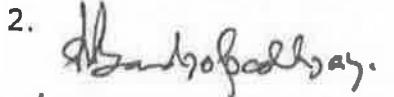
  
Constituted Attorney

.....  
**SIGNATURE OF MORTGAGOR**

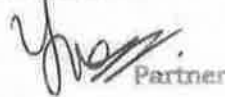
1.   
(ANIMESH KUMAR)   
68/2, H. M. Road.  
Kolkata - 700025.

  
SME  
BRANCH  
BALLYGUNGE  
KOLKATA

.....  
**SIGNATURE OF MORTGAGEE**

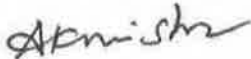
2.   
(SUBHRO KANTA BANDYOPADHYAY)  
68/2, H. M. Road.  
Kolkata 700025.

ALCOVE DEVELOPERS LLP

  
Partner

.....  
**SIGNATURE OF BORROWER**

Drafted By Me:



(Awadhesh Kumar Mishra)  
Advocate  
High Court, Calcutta,  
Enrollment No.595/1994



Additional Deputy Secy of  
Assurances III Kolkata

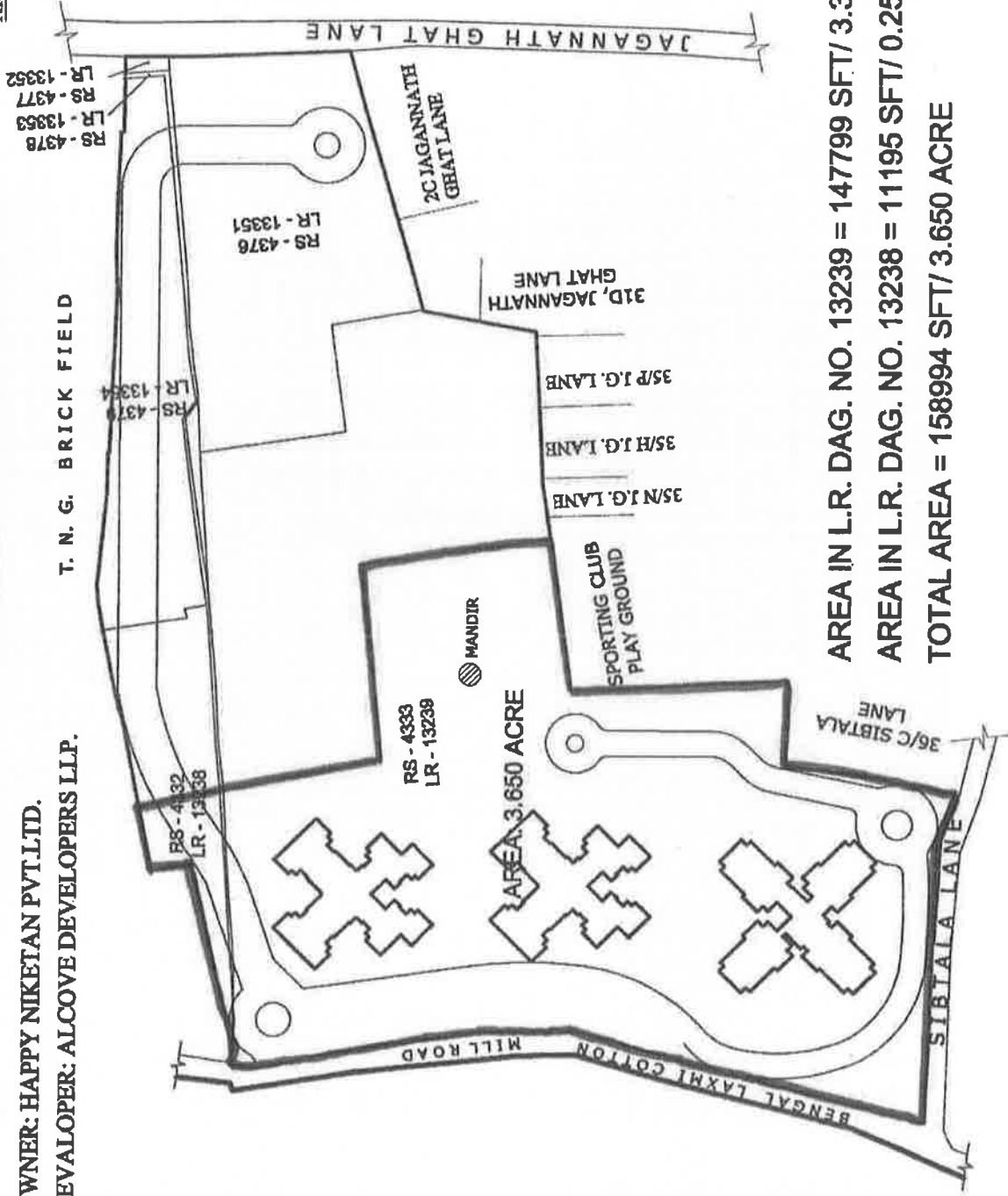
22 DEC 2018

**SITE PLAN SHOWING THE LR DAG NO. 13238, 13239, R.S DAG NO-4332, 4333. K.H.I. NO : 11331,  
 MOUJA : MAHESH, P.S : SERAMPORE, DIST. - HOOGLY,  
 HOLDING NO : 449/A/2, UNDER SERAMPORE MUNICIPALITY**

**OWNER: HAPPY NIKETAN PVT.LTD.  
 DEVALOPER: ALCOVE DEVELOPERS LLP.**

**T. N. G. BRICK FIELD**

**SCALE 1"=125'-0"  
 AREA SHOWN BY RED LINE**



**HAPPY NIKETAN PRIVATE LIMITED**  
*[Signature]*  
 Constituted Attorney

**SIG. OF OWNER**



**ALCOVE DEVELOPERS LLP**

*[Signature]*  
 Partner

**SIG. OF DEVELOPER**

**AREA IN L.R. DAG. NO. 13239 = 147799 SFT/ 3.393 ACRE  
 AREA IN L.R. DAG. NO. 13238 = 11195 SFT/ 0.257 ACRE  
 TOTAL AREA = 158994 SFT/ 3.650 ACRE**

*[Signature]*  
 Date 25/11/2017  
**SANTIB RAY, B.Tech (Civil)**  
 B.S. Class-1,  
 Rajpur Sadar Municipal  
 Harnava vi, Kolkata-700143, W.B.  
**E.S. NO. OF ENGINEER 2007-08**



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Assurances in Kolkata

22 DEC 2018

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Shanno</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



<i>BS</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



<i>Wes</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



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



Additional Registrar of  
Companies, Kolkata

22 DEC 2011

## Major Information of the Deed

Deed No :	I-1903-03009/2017	Date of Registration	23/12/2017
Query No / Year	1903-0001751600/2017	Office where deed is registered	
Query Date	20/12/2017 3:28:54 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	HAPPY NIKETAN PRIVATE LIMITED Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, Mobile No. : 9831264332, Status :Seller/Executant		
Transaction	Additional Transaction		
[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 49,00,00,000/-	Rs. 49,00,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,00,020/- (Article:40(b))	Rs. 55,098/- (Article:A(1), E, M(a), M(b), I)		
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

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	RS-4332	RS-11331	Bastu	Bastu	0.257 Acre	4,00,00,000/-	4,00,00,000/-	Property is on Road
L2	RS-4333	RS-11331	Bastu	Bastu	3.393 Acre	45,00,00,000/-	45,00,00,000/-	Property is on Road
		<b>TOTAL :</b>			<b>365Dec</b>	<b>4900,00,000 /-</b>	<b>4900,00,000 /-</b>	
	<b>Grand Total :</b>				<b>365Dec</b>	<b>4900,00,000 /-</b>	<b>4900,00,000 /-</b>	

### Mortgagor Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>HAPPY NIKETAN PRIVATE LIMITED</b> 5, Gorky Terrace, 2nd Floor, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AABCH8182Q, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>ALCOVE DEVELOPERS LLP</b> 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAZFA6468M, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative










### Mortgagee Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>STATE BANK OF INDIA</b> 50A, Gariahat Road, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AAACS8577K, Status :Organization, Executed by: Representative





**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr ARUN KUMAR SHARMA (Presentant)</b> Son of Shri BINOD KUMAR SHARMA Date of Execution - 22/12/2017, , Admitted by: Self, Date of Admission: 22/12/2017, Place of Admission of Execution: Office	 <small>Doc 22 2017 5:35PM</small>	 <small>LTI 22/12/2017</small>	 <small>22/12/2017</small>
68/2, HARISH MUKHERJEE ROAD, P.O:- BHOWANIPORE, P.S:- Kallghat, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BTUPS2925J, Aadhaar No: 70xxxxxxxx4502 Status : Representative, Representative of : HAPPY NIKETAN PRIVATE LIMITED (as constituted attorney)				
2	Name	Photo	Finger Print	Signature
	<b>Mr DEBAJYOTI BANERJEE</b> Son of Shri Gopal Chandra Banerjee Date of Execution - 22/12/2017, , Admitted by: Self, Date of Admission: 22/12/2017, Place of Admission of Execution: Office	 <small>Doc 22 2017 5:34PM</small>	 <small>LTI 22/12/2017</small>	 <small>22/12/2017</small>
4, Charunagar, P.O:- Brahmapur, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700096, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AOCPB3107K, Aadhaar No: 36xxxxxxxx9037 Status : Representative, Representative of : STATE BANK OF INDIA (as RelationshipManager)				
3	Name	Photo	Finger Print	Signature
	<b>Mr YASHASWI SHROFF</b> Son of Shri Ajay Kumar Shroff Date of Execution - 22/12/2017, , Admitted by: Self, Date of Admission: 23/12/2017, Place of Admission of Execution: Office	 <small>Doc 23 2017 1:02PM</small>	 <small>LTI 23/12/2017</small>	 <small>23/12/2017</small>
68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CGQPS5937J, Aadhaar No: 75xxxxxxxx8729 Status : Representative, Representative of : ALCOVE DEVELOPERS LLP				

**Identifier Details :**

Name & address
Mr AWADHESH KUMAR MISHRA Son of Late Bindeshwar Mishra 7A, KIRAN SHANKAR ROY ROAD, P.O:- GPO Kolkata, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr ARUN KUMAR SHARMA, Mr DEBAJYOTI BANERJEE, Mr YASHASWI SHROFF



Awadhesh  
Kumar Mishra

22/12/2017

Mr MANOJ MAHATO  
Son of Late N MAHATO

7B, KIRAN SANKAR ROY ROAD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr YASHASWI SHROFF

23/12/2017

Manoj Mahato

**Endorsement For Deed Number : I - 190303009 / 2017**

**On 22-12-2017**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13:50 hrs on 22-12-2017, at the Office of the A.R.A. - III KOLKATA by Mr ARUN KUMAR SHARMA .,

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

Execution is admitted on 22-12-2017 by Mr ARUN KUMAR SHARMA, constituted attorney, HAPPY NIKETAN PRIVATE LIMITED, 5, Gorky Terrace, 2nd Floor, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr AWADHESH KUMAR MISHRA, , Son of Late Bindeshwar Mishra, 7A, KIRAN SHANKAR ROY ROAD, P.O: GPO Kolkata, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 22-12-2017 by Mr DEBAJYOTI BANERJEE, RelationshipManager, STATE BANK OF INDIA, 50A, Gariahat Road, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Identified by Mr AWADHESH KUMAR MISHRA, , Son of Late Bindeshwar Mishra, 7A, KIRAN SHANKAR ROY ROAD, P.O: GPO Kolkata, Thana: Hare Street, , City/Town: KOLKATA, 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/- ( A(1) = Rs 55,000/- ,E = Rs 14/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 55,098/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/12/2017 11:43AM with Govt. Ref. No: 192017180140189061 on 22-12-2017, Amount Rs: 55,098/-,  
Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 201712220911337 on 22-12-2017, 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/-, by online = Rs 99,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 100599, Amount: Rs.100/-, Date of Purchase: 21/12/2017, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2017 11:43AM with Govt. Ref. No: 192017180140189061 on 22-12-2017, Amount Rs: 99,920/-, Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 201712220911337 on 22-12-2017, Head of Account 0030-02-103-003-02



**Malay Kanti Das**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

**On 23-12-2017****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.

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

Execution is admitted on 23-12-2017 by Mr YASHASWI SHROFF, partner, ALCOVE DEVELOPERS LLP, 68/2, Harish Mukherjee Road, P.O:- Bhawanipore, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Indetified by Mr MANOJ MAHATO, , , Son of Late N MAHATO, 7B, KIRAN SANKAR ROY ROAD, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



**Malay Kanti Das**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**





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**DATED THIS THE 22<sup>nd</sup> DAY OF DECEMBER, 2017**

=====

**BETWEEN**

**HAPPY NIKETAN PRIVATE LIMITED**

**.... MORTGAGOR**

**A N D**

**STATE BANK OF INDIA**

**.... MORTGAGEE**

**A N D**

**ALCOVE DEVELOPERS LLP**

**.... BORROWER**

**DEED OF MORTGAGE**

**AWADHESH KUMAR MISHRA**

ADVOCATE,  
HIGH COURT CALCUTTA  
JITENDRA CHAMBERS  
7A, KIRAN SHANKAR ROY ROAD  
SECOND FLOOR,  
KOLKATA 700001  
MOBILE: 983140542.





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2017, Page from 100303 to 100342  
being No 190303009 for the year 2017.



Digitally signed by MALAY KANTI DAS  
Date: 2017.12.23 13:26:37 +05:30  
Reason: Digital Signing of Deed.

(Malay Kanti Das) 23-Dec-17 1:26:26 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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