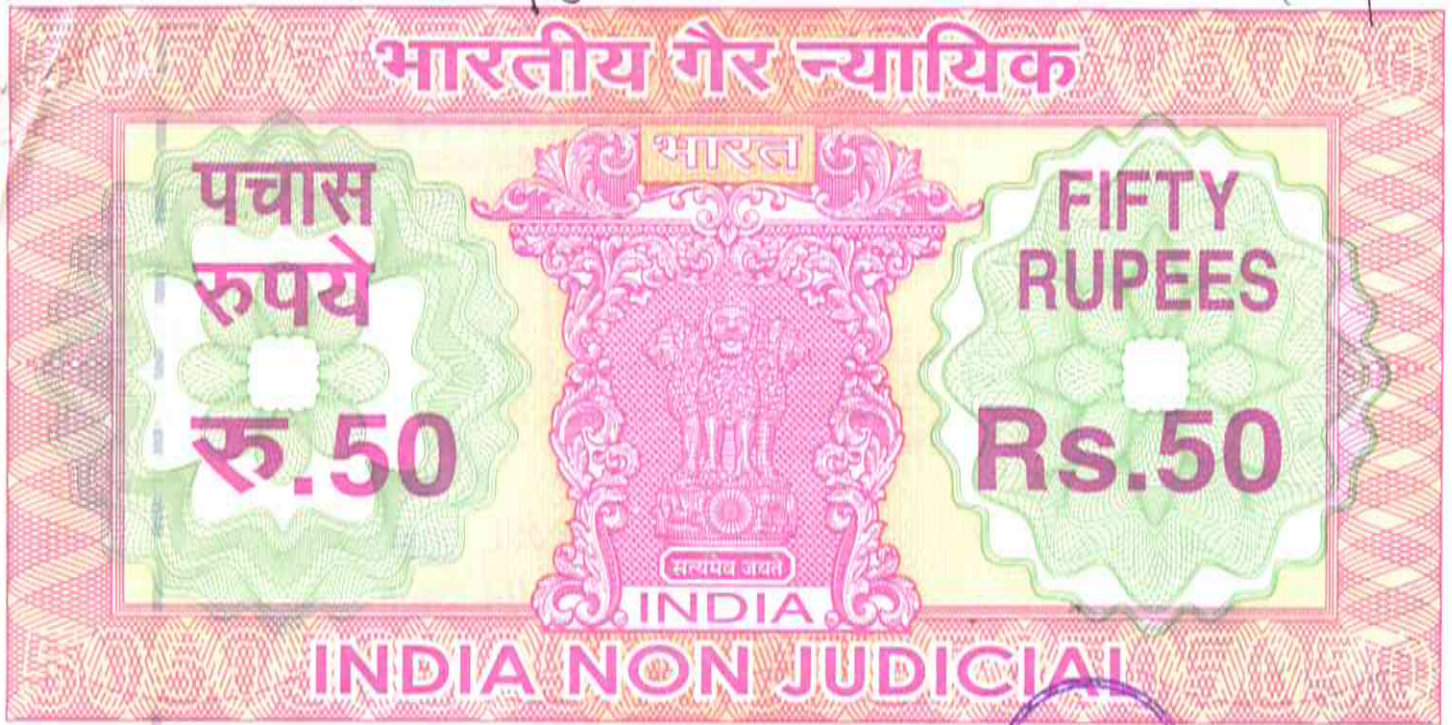


7261/18

7530/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



X 212942

visit
7.7.18
Loan Amount
= 10,00,00,000/-
V.C. - 01459/18
Additional Registrar on
Assurances-IV, Kolkata

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.

[Signature]
Additional Registrar
of Assurances-IV, Kolkata

- 9 JUL 2018

DEED OF SIMPLE MORTGAGE

(WITHOUT POSSESSION)

31-238
31-100
352

THIS DEED OF SIMPLE MORTGAGE ("Deed") is executed at the place mentioned in Item No. 1 of Schedule 1 hereto and on the date mentioned at Item No. 2 of Schedule 1 hereto.

44549

SANJIB NATH
Advocate
High Court, Calcutt

NAME.....
 ADD.....
 Rs. 587.....
 6 JUL 2018
 SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court

6 JUL 2018
6 JUL 2018

Suman
(SUMAN GHOSAL)



Al

ADDITIONAL REGISTRAR
 OF ASSURANCE - IV, KOLKATA
 7 JUL 2018

Amit Pandey
510 Sati Kamalabai Pandey
Greenfield city,
Block B, Flat 2C
Jethi Shikhanpur Road
Mahisala
W.B. 700141

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

GRN: 19-201819-025785191-1 Payment Mode Online Payment
GRN Date: 07/07/2018 12:54:24 Bank : State Bank of India
BRN : CKG4132938 BRN Date: 07/07/2018 12:55:23

DEPOSITOR'S DETAILS

Name : Supriyo Basu Id No. : 19040001077227/2/2018
[Query No./Query Year]
Contact No. : Mobile No. : +91 9831016425
E-mail :
Address : 6 Old Post office street Kolkata1
Applicant Name : Shri SUMAN GHOSAL
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Mortgage, Mortgage without Possession by others

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040001077227/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	19040001077227/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	55098

In Words : Rupees One Lakh Fifty Five Thousand One Hundred Eighteen only Total 155118





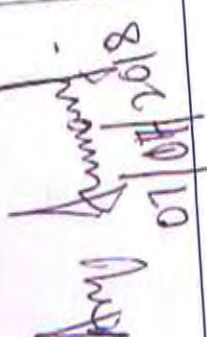



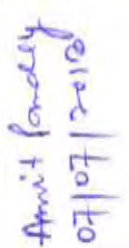
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001077227/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Arya Sumant 7, Jawaharlal Nehru Road, P.O:- Dharmatalla, P.S:- New Market, District:- Kolkata, West Bengal, India, PIN - 700013	Represent ative of Mortgagor [EDEN REALTY VENTURE S PRIVATE LIMITED]		4301 	 28/02/2018
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri SUMAN GHOSAL Flat No. 2C And 2D, Park Plaza, 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016	Represent ative of Mortgagee [TATA CAPITAL HOUSING FINANCE LIMITED]		4300 	 28/02/2018
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Shri Amit Pandey Son of Shri Kamalesh Pandey Greenfield City, Flat 2C, Joth Shibrampur, P.O:- Shibrampur, P.S:- Maheshtala, District:-South 24- Parganas, West Bengal, India, PIN - 700141	Mr Arya Sumant, Shri SUMAN GHOSAL		 28/02/2018	

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR
OF ASSURANCE

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





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

Query No / Year	19040001077227/2018	Serial No/Year	1904007261/2018
Transaction id	0001340059	Date of Receipt	09/07/2018 2:01PM
Deed No / Year	I - 190407530 / 2018		
Presentant Name	Shri SUMAN GHOSAL		
Mortgagor	EDEN REALTY VENTURES PRIVATE LIMITED		
Mortgagee	TATA CAPITAL HOUSING FINANCE LIMITED		
Transaction	[0310] Mortgage, Mortgage without Possession by others		
Additional Transaction	[4308] Other than Immoveable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 10,00,00,000/-	Loan Amount	Rs. 10,00,00,000/-
Stamp Duty Paid	Rs. 50/-	Stamp Duty Articles	40(b)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	373/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	S Mukherjee	44544	06/07/2018	50/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		373/-

All Eden Realty
Tata Capital

*Total Amount Received by Cash Rs. 373/-

(Asit Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

BY

The **Mortgagor**, the details whereof are given in **Item No. 3 (i)** of the **Schedule 1** attached herewith (hereinafter referred to as "**the Mortgagor/Borrower**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their/its respective heirs, executors, administrators and legal representatives, successors, successors-in-interest and assigns) of the **ONE PART**, being represented by its Director, **Mr. Arya Sumant**, son of Sri Sachchidanand Rai (PAN; BYMPS8656P)

IN FAVOUR OF

TATA CAPITAL HOUSING FINANCE LIMITED, (PAN: AADCT0491L) a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at One Forbes, Dr. V. B. Gandhi Marg, Fort, Mumbai - 400 001, and its branch office at the place mentioned in Item No. 4 of **Schedule 1** hereto, hereinafter referred to as "**TCFSL/the Mortgagee**" " which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **OTHER PART**, being represented by its authorized signatory, **SRI SUMAN GHOSAL** (PAN : AIAPG0515E) son of Sri Bishnudas Ghosal.

The Mortgagor/Borrower and the Mortgagee are hereinafter jointly referred to as "Parties" and individually referred to as "Party".

WHEREAS:

- A. By a Deed of Allotment dated 17th November, 2017 registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in its Book no. I, Volume no. 1904-2017, Pages 438663 to 438692 as Being no. 190411655 for the year 2017, the Governor of the State of West Bengal through Land & Land Reforms & Refugee, Relief and Rehabilitation Department, Government of West Bengal transferred, conveyed and assigned by way of lease **ALL THAT** piece and parcel of land admeasuring about 1.417 Acres (one point four one seven Acres), more or less, comprised in R.S. Dag nos. 36, 76, 77, 73 and 71 in Mouza Palpara & Noapara under Police Station Baranagar in the district of North 24-Parganas presently known and numbered as municipal holding no. 4 (formerly 1290) and forming part of premises no. 561, Bonhooghly Arable Land, Lake View Park Road under municipal ward no. 15 within the limits of the Baranagar Municipality under Police Station Baranagar in the district of North 24-Parganas (hereinafter referred to as the '**Said Premises/Project Land/Immovable Property**') together with structures thereon in favour of M/s. Eden Realty Ventures Private Limited (the Mortgagor/Borrower herein) for a period of 99 (ninety nine) years with an option of renewal of further period of another 99 years period for the consideration and for the purpose therein mentioned
- B. The said M/s. Eden Realty Ventures Private Limited (the Mortgagor herein) while seized and possessed of and/or otherwise well and sufficiently entitled to leasehold interest in the Said Premises decided to commercially exploit the Said Premises by constructing a residential project namely "**Solaris Bonhooghly Phase 2**" on the land of the said Premises consisting of blocks/buildings and each block/building consisting of several independent flats/apartments, units and other saleable spaces (hereinafter referred to as the "**said Project**") as per

the sanctioned building plan/s of the concerned local authority.

- (d) The Mortgagor/Borrower along with Co-Borrowers the details whereof are given in Sl. 3(ii) & (iii) of Item **No.3 of Schedule 1** hereto ("**Borrowers**") had approached the Mortgagee to avail a Financial Facility (hereinafter referred to as the "**Said Facility**") for the said Project for an amount more particularly mentioned in **Item No. 5 of Schedule 1** hereto ("**Facility Amount**") as per details given in **Item No. 5 of Schedule 1** hereto and the Mortgagee acceded to such request of the Mortgagor/said Borrowers and granted the said Facility to the Mortgagor/Borrower pursuant to a Facility Agreement details whereof are given in **Item No. 6 of Schedule 1** hereto (hereinafter referred to as the "**said Facility Agreement**") entered into between the Mortgagor/Borrower and the Mortgagee.
- (e) One of the terms of the Facility Agreement is that the obligations of the Mortgagor/Borrower to repay the Facility Amount together with interest, additional interest, default interest, penal interest, costs, charges, expenses and all other monies payable by the Mortgagor/Borrower in terms of the Facility Agreement ("**Mortgage Debt**") shall be secured, inter alia, by a first charge by way of simple Mortgage on the Said Premises/Immovable Property and the structure constructed and any structure to be constructed thereon more fully described in the **Part-I of the Schedule 2** and the Receivables as more particularly described in **Part-II of the Schedule 2** hereunder written, standing in the name of the Mortgagor (the said Premises/Immovable Property and the Receivables are hereinafter jointly referred to as the

“Mortgaged Properties”.

- (f) In pursuance of the Facility Agreement between the Mortgagor/Borrower and the Mortgagee, the Mortgagor/Borrower have agreed to execute this Indenture of Simple Mortgage in respect of the Mortgaged Properties in favor of the Mortgagee to secure due repayment of the Mortgage Debt as is hereinafter appearing.
- (g) Capitalized terms, which are used in this Deed but not defined herein, shall have the meanings assigned to them under the Facility Agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**I. CONSIDERATION**

That in pursuance of the Facility Agreement and in consideration of the said Facility and as continuing security for the repayment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured, the Mortgagor/Borrower doth hereby, from the date of this Deed, create charge by way of simple mortgage (without possession, i.e. the possession will remain with the Mortgagor) in favor of the Mortgagee by way of security on:

- (i) all and singular the Immovable Property more particularly described in **Part-I of Schedule-2** hereunder written or any part thereof and all appurtenances whatsoever and subject to the powers and provisions herein declared and contained.

PROVIDED FURTHER THAT the Mortgagor has not given nor agreed to give possession of the Immovable Property to the Mortgagee.

(ii) the Receivables specified in **Part-II of Schedule 2** hereunder written together with all records, documents and instruments which represent the Receivables that are in existence as on the date hereof and that shall come into existence at any time and from time to time hereafter and charged as and by way of mortgage UPON TRUST and subject to the powers and provisions herein contained.

II. REPAYMENT DATE

The Mortgagor/Borrower have agreed to pay to the Mortgagee the said Facility Amount together with interest thereon in terms of the said Facility Agreement with monthly rests repayable in the manner provided in the repayment schedule of the Facility Agreement, and will also pay the said Facility Amount or any part thereof or interest thereof so long as the same shall remain unpaid by the Mortgagor/Borrower to the Mortgagee in the manner aforesaid. The rate of interest shall be fixed/ floating in nature as set out in the Facility Agreement which may be altered, modified or varied as mentioned in the Facility Agreement.

III. MORTGAGOR's COVENANTS

The Mortgagor/Borrower hereby agrees and confirms that:

i) if any payment of interest is not made in the manner as provided in the Facility Agreement / Escrow Agreement (whether formally demanded or not) it shall be added to the principal sum and be subject to the payment of penal charges as specified in the Facility Agreement and shall be chargeable upon the Mortgaged Properties for all intents and purposes recorded herein, however, this provision shall not in any

way permit the Mortgagor to allow any interest or the agreed installment/s towards the principal amount to fall in arrears nor shall it in anywise interfere with, prejudice, limit or affect the right of sale or any other powers or remedies for securing and enforcing payment of the Mortgage Debt hereunder payable.

ii) if the Mortgagor/Borrower shall pay to the Mortgagee the said Facility Amount in the manner as provided in the Facility Agreement / Escrow Agreement together with the agreed rate of interest, and in the afore-stated manner and also all other moneys by law or under these presents or under the Facility Agreement payable by the Mortgagor/Borrower to the Mortgagee then and in such case the Mortgagee shall at the request, cost, charges and expenses of the Mortgagor release the Mortgaged Properties by executing a Deed of Release.

iii) The Mortgagor/Borrower shall pay default interest, penal charges and such other additional charges as specified in the Facility Agreement in case of default of payment of any installment or interest on the date fixed for payment thereof at the rate as agreed by the Mortgagor/Borrower in the Facility Agreement.

iv) The Mortgagee shall be entitled to charge, at its own discretion, enhanced rates of interest on the accounts either on the entire outstanding or a portion thereof for any default in the payment of principal or interest prescribed in the Facility Agreement for such period as the default continues or for such time as the Mortgagee deems it necessary and or in the manner agreed to by the Mortgagor/Borrower in the Facility Agreement. Charging of such enhanced rate shall be without prejudice to the Mortgagee's other rights and remedies under this Agreement or otherwise, provided that the interest rate payable by the Mortgagor shall be subject to the changes in the interest rates made by

Reserve Bank of India ("RBI") or the Mortgagee due to variation in the Prime Lending Rate from time to time.

v) The Mortgagor further covenants that in the event of the Mortgagor/Borrower's failing to pay and discharge the amounts due hereunder, the Mortgagee shall at its option also be entitled, to file a suit against the Mortgagor/Borrower for the recovery of the amounts due from the Mortgaged Properties described in **Schedule 2** hereto as well as from the Mortgagor personally and to enforce all the remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.

vi) That the Mortgagor will pay all costs, charges and expenses between attorney and client in any way lawfully incurred or paid by the Mortgagee and incidental to or in connection with these presents or its security and incurred as well as for the assertion or defense of the rights of the Mortgagee as of the production and security of the mortgaged premises and for the demand, realisation and recovery of the said principal sum, interest and other moneys payable to the Mortgagee and the same shall, on demand be paid by the Mortgagor to the Mortgagee with interest thereon at the rate aforesaid from the time of the same having been so incurred and until such payment the same shall be a charge upon the Mortgaged Properties.

vii) All the obligations of a Mortgagor/Borrower 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 may be 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 *inter se* and this shall be deemed a contract to the contrary for the purpose of those Sections.

viii) The security hereby created shall be a continuing security to the extent at any time of together with interest as more particularly set out in the said Facility Agreement and penal rate as set out in the Facility Agreement over and above the aforesaid interest, in the event of delayed payment plus interest tax with monthly rests payable thereon as also the costs, charges, expenses payable under the said facility, and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation at any time hereafter of any sum or sums of money for the time being due in respect of the facility granted by the Mortgagee to the Mortgagor, but shall within the limit aforesaid extend to cover and be a security for every sum and all sums of money at any time due to the Mortgagee in respect thereof notwithstanding the fact that the said facility as aforesaid may at any time or from time to time be reduced or extinguished or the balance or the said facility be brought to credit. This security may be enforced against the Mortgagor, in accordance with the Facility Agreement, without first having recourse to any other rights of the Mortgagee.

ix) Upon the happening and continuance of an Event of Default in terms of Finance Documents, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of the Mortgaged Properties and henceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or Persons whomsoever acting on behalf of the Mortgagor.

x) The Mortgagor/Borrower and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or

further assurances, interest in, to or upon the Mortgaged Properties or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor/Borrower or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and to the use of the Mortgagee on the terms of these presents as shall be reasonably required by the Mortgagee.

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

xii) The Mortgagee shall have all powers incidental to and necessary for realisation of the security of the Receivables and the Mortgagor hereby appoints the Mortgagee at the Mortgagor's risk and expenses as the Attorney for and in the name of the Mortgagors or otherwise to do all such acts, deeds and things as may be necessary in connection with the same and shall, without prejudice to aforesaid powers conferred on the Mortgagee, and shall also execute such further documents and provide and furnish all information, reports, returns, certificates and statements as may be required by the Mortgagee from

time to time in connection with this Receivables.

IV. MORTGAOR'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

(a) The Mortgagor/Borrower is the sole and absolute owner and beneficiary of the Mortgaged Properties and is absolutely entitled to the same and to all incidental rights thereof and to the use, enjoyment and occupation of the Mortgaged Properties and except the Mortgagors no other person or persons have any right, title, interest, claim or demand of any nature whatsoever over the Mortgaged Properties and the Mortgaged Properties are free from any prior charge or encumbrance and the Mortgagor now hath good right, full power and absolute authority to grant, convey, transfer and assure the Mortgaged Properties unto the Mortgagee;

(b) The Mortgagor shall not at any time during the continuance of these presents create any further mortgage, charge, lien or any encumbrance of any kind whatsoever on the Mortgaged Properties;

(c) The Mortgagor shall at all times during the continuance of these presents and the security hereby created pay or cause to be paid all the ground rent, taxes, rates and other charges, duties and outgoings, present as well as future, payable in respect of the Mortgaged Properties immediately they shall have become due;

(d) The Mortgagor shall at all times during the continuance of these presents as a security hereby created keep the Mortgaged Properties and every part thereof in good and substantial state of repair and will if so required by the Mortgagee also keep the same adequately insured

(and if so required by the Mortgagee in the joint names of itself and the Mortgagee) against loss or damage by fire, flood and other customary risks or such other risks as the Mortgagee may require and the Mortgagor shall duly and punctually pay all premia in respect of such insurance and shall keep the insurance in force through out the term of the security hereby created and will deliver and leave with the Mortgagee the original insurance policy and will lodge with the Mortgagee all receipts for premia thereof and shall not do or suffer to be done any act or commit or allow to be committed any default whereby any such insurance shall be rendered void and voidable or any increased premium will become payable thereof;

(e) In case the Mortgagor shall neglect to keep the said Properties or any part thereof in good and substantial repair or to pay the ground rent, rates, taxes and other dues, charges, and outgoings as aforesaid or to effect or keep up such insurance, it shall be lawful but not obligatory upon the Mortgagee to do the same and all monies expended by the Mortgagee in so doing shall on demand be forthwith repaid by the Mortgagor and until such repayment the same shall be a charge upon the Mortgaged Properties jointly with the principal sum and interest hereby secured as if they had formed part thereof;

(f) The Mortgagor will permit the Mortgagee with the officers, servants and agents from time to time and at all reasonable times to enter into and upon the said Properties and to inspect the same and if upon such inspection it appears to the Mortgagee that the said Properties or any part thereof require repairs or replacement, the Mortgagee may give notice to the Mortgagor calling upon it to repair or replace the same and in the event of the failure on the part of the

Mortgagors to do so within a reasonable time, it shall be lawful but not obligatory as the Mortgagee to do the same and all expenses incurred by the Mortgagee shall be forthwith repaired by the Mortgagors and until such repayment will be charge upon the Mortgaged Properties jointly with the said Mortgage Debt hereby secured as if they had formed part thereof;

(g) The Mortgagor shall not without the written consent of the Mortgagee first had and obtained let or otherwise transfer or put any third party in possession or otherwise create any third party's rights into or upon the Mortgaged Properties or any part thereof and the Mortgagee shall be entitled in its absolute discretion to refuse to give such consent;

V. MORTGAGOR'S DECLARATION

It is agreed and declared by the Mortgagor/Borrower and Mortgagee as under: -

1. The powers of leasing contained in Section 65A of the said Transfer of Property Act shall not be exercised by the Mortgagors.
2. The Mortgagee shall have the right by a notice in writing to require the Mortgagor forthwith to discharge in full its/their liabilities to the Mortgagee hereunder in the following cases and in any of such cases the whole of the amount then remaining payable to the Mortgagee shall at the option of the Mortgagee become payable to the Mortgagee as if the time for the payment thereof had expired and the Mortgagee shall be entitled to exercise all its rights and remedies

hereunder: -

(i) The Mortgagee may by notice require the Mortgagor/Borrower to discharge in full its liability to the Mortgagee in the following cases, namely:

- a) If it appears to the Mortgagee that false or misleading information in any material particulars was given by the Mortgagor/Borrower to the Mortgagee in respect of the said Mortgage Debt hereby secured; or
- b) If there is any reasonable apprehension that the Mortgagor/Borrower are unable to pay its debts or proceedings for taking it into liquidation may be commenced; or
- c) If the Mortgaged Properties hereby mortgaged and assigned to the Mortgagee for the benefit of the Mortgagee as security for the Facility hereby secured are not insured and kept insured by the Mortgagor to the satisfaction of the Mortgagee or if the Mortgaged Properties depreciate in valuation in the sole opinion of the Mortgagee by more than such percentage as shall be fixed by the Mortgagee
- d) If default shall be committed by the Mortgagor/Borrower in making payment of the Mortgage Debt as set out in Facility Agreement; or
- e) If default shall be committed by the Mortgagor/s in the observance or performance of any of the covenants or provisions of these presents; or
- f) If the Immovable Property or any part thereof are taken up by the

Government or any public body entitled to do so for a public purpose; or

g) If execution or distress is levied against the whole or any part of the Mortgaged Properties; or

h) If a Receiver is appointed of the Mortgaged Properties or any part thereof; or

i) If any circumstances shall occur which shall prejudice impair or imperil or are likely to impair or imperil or depreciate the security/ Mortgaged Properties of the Mortgagee; or

j) If any Event of Default as defined in the Facility Agreement has happened.

k) If for any reasons, it is necessary in the opinion of the Mortgagee to protect the interest of the Mortgagee,

PROVIDED ALWAYS that the decision of the Mortgagee as to whether any of the aforesaid events or circumstances had occurred shall be final conclusive and binding on the Mortgagor/Borrower.

3. If the said Properties or any part thereof shall at any time or times be taken up or requisitioned or acquired by the Government or any public body or authority entitled to do so, the Mortgagee shall be entitled to receive the whole of the compensation which the Mortgagor will be entitled or be declared and entitled to and to apply the same or a sufficient portion thereof towards repayment of the Mortgaged Debt hereby secured.

4. Any notice required to be served on the Mortgagor shall for the purpose of these presents be deemed to be sufficiently served if it is left at the abovementioned address of the Mortgagor or left or affixed and such notice shall also be deemed to properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagors and such service shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered even though returned unserved on account of refusal.

5. The Mortgagor/Borrower shall pay the costs, charges and expenses between "Advocate and Client" anywise incurred or paid by the Mortgagee of and incidental to or in connection with these presents or this security and incurred as well for the assertion of defense of the rights of the Mortgagee as for the protection and security of the Mortgaged Properties and for the demand, realization and recovery of the Mortgaged Debt and other moneys payable to the Mortgagee the same shall on demand be paid by the Mortgagor to the Mortgagee and until such repayment the same shall be a charge upon the Mortgaged Properties.

6. If the Mortgagor/Borrower shall fail to pay to the Mortgagee the Mortgage Debt in the agreed manner as provided above, then and in such case the Mortgagee shall have full right and liberty to cause the Mortgaged Properties to be sold through the court of law and recover the Mortgage Debt.

7. The Mortgagor/s have executed this deed in favor of the Mortgagee out of its/his free will and volition and is not under coercion,

force, fraud or misrepresentation.

8. The Stamp duty and registration charges payable on this instrument as also all incidental cost, charges and expenses thereof shall be paid and borne by the Mortgagor/Borrower .

VI. THE MORTGAGOR/BORROWER AND THE MORTGAGEE' S COVENANT:

1. That at the request of the Mortgagor/Borrower herein, the Mortgagee may release individual units/flats together with proportionate and impartible land share and also common rights in the common areas and facilities of the said building/premises forming part of the Said Mortgaged Properties on receipt of or by appropriating of the proceeds of the flats/units towards the repayment of the loan as may mutually agreed between the parties subject to the maintenance of LTV as may be required by the Mortgagee as mentioned in the said Letter of Sanction and/or the said Agreement and in such event the Mortgagee herein shall release the individual flat/unit forming part of the Said Properties/Mortgaged Properties by a letter of release only and no registered Deed of Release shall be executed unless the said loan is fully repaid.

2. In case the Mortgagor/Borrower herein is desirous of transferring any individual flat/unit forming part of the said Mortgaged Property, in such case before entering into any Flat Transfer Agreement , the Mortgagors/Borrowers herein shall obtain specific written No Objection from the Mortgagee herein and the Mortgagee shall only grant such NOC subject to aforementioned clause and on receipt of the value as

mutually agreed between the parties, the Mortgagee shall provide Letter of Release of individual flats/units together with proportionate and impartible share of land and also common rights in the common areas and facilities of the Said Project.

3. The Mortgagor/Borrower and the Mortgagee herein further agree and record that at the request of Mortgagor/Borrower and on the absolute satisfaction and sole discretion of the Mortgagee, the Mortgagor/Borrower may substitute and/or replace the existing security with some other security relating to immovable property at the cost and expenses of the Mortgagor/Borrower. However, the discretion of such substitution of security shall be solely rest with the Mortgagee and the Mortgagor/Borrower cannot as a matter of contractual right claim such substitution.

4. On repayment of the entire dues by the Mortgagor/Borrower to the Mortgagee in terms of the said Loan Agreement, the said Mortgagee shall execute appropriate Deed of Re-conveyance/Release at the cost of the Mortgagor/Borrower herein.

VII. DISPUTE RESOLUTION

Clauses 27 (*Dispute Resolution*) and 28 (*Governing Law and Jurisdiction*) of the Facility Agreement shall apply mutatis mutandis to this Deed.

SCHEDULE 1

Item	Particulars	
1.	Place of Execution of the Deed	Kolkata
2.	Date of Execution of the Deed	<u>07th</u> July, , 2018
3.	(i) Details of the Mortgagor	<p><u>Mortgagor</u> NAME: EDEN REALTY VENTURES PRIVATE LIMITED (PAN: AAACL9697H) Constitution: A Private Limited Company Registered Office Address: 7, Jawaharlal Nehru Road, P.O Dharmatalla, P.S. New Market, Kolkata 700013, Director: MR. ARYA SUMANT (PAN No. BYMPS8656P), son of Mr. Sachchidanand Rai,), e-mail: accounts@ervpl.com phone: _____</p>
	(ii) Name of the Borrower	<p><u>Mortgagor</u> NAME: EDEN REALTY VENTURES PRIVATE LIMITED PAN: AAACL9697H) Constitution: A Private Limited Company Registered Office Address: 7, Jawaharlal Nehru Road, P.O Dharmatalla,</p>

		P.S. New Market, Kolkata 700013, e-mail: accounts@ervpl.com phone: 66264100
	(iii)Details of the Co-Borrowers	<p style="text-align: center;">Co-Borrowers</p> <p><u>1.Name:</u> MR. ARYA SUMANT (PAN: BYMPS8656P) son of Sri Sachchidanand Rai</p> <p>Constitution: Individual</p> <p>Residential Address: Flat No. 7, 13, Loudon Street, Kolkata – 700 017, Post Office Circus Avenue, Police Station Shakespeare Sarani PIN: 700 017 e-mail: arya.sumant@ervpl.com Phone: 9051613111</p> <p><u>1.Name:</u> MR. KUMAR SATYAKI (PAN: DKUPK8085A) son of Sri Sachchidanand Rai</p> <p>Constitution: Individual</p> <p>Residential Address: Flat No. 7, 13, Loudon Street, Kolkata – 700 017, Post Office Circus Avenue, Police Station Shakespeare Sarani, PIN: 700 017 e-mail: kumar.satyaki@ervpl.com Phone: 9903250856</p>
4.	Address and contact details of concerned	Flat no. 2C & 2D, South Block, Park Plaza, 71, Park Street, Post Office Park

	branch of TCHFL	Street, Police Station Park Street, Kolkata – 700016
5.	Details of the said Facility	Amount of the Facility: Rs.10,00,00,000/- (Rupees Ten Crore Only) Nature of the Facility: Project Construction Funding (PCF)
6.	Details of Facility Agreement	Facility Agreement ref, _____ dated <u>30/06/18</u> June, 2018

SCHEDULE 2

PART-I

(Description of the Said Properties/Mortgaged Properties)

ALL THAT piece and parcel of land admeasuring about **1.417 Acres (one point four one seven Acres)**, more or less, comprised in R.S. Dag nos. 36, 76, 77, 73 and 71 in Mouza Palpara & Noapara under Police Station Baranagar in the district of North 24-Parganas presently known and numbered as municipal holding no. 4 (formerly 1290) and demarcated portion of premises no. 561, Bonhooghly Arable Land, Lake View Park Road, PIN: 700 108 under municipal ward no. 15 within the limits of the Baranagar Municipality under Police Station Baranagar, Post Office Baranagar, in the district of North 24-Parganas together with the proposed G+12 & G+13 storied buildings comprised in Building complex named '**Solaris Bonhooghly Phase 2**' having total constructible area measuring about 2,47,000 sq.ft. approx. or any other structure to be constructed in future and the aforesaid land is also delineated in **map or plan** annexed with this deed and bordered in color '**red**' thereon.

ON THE NORTH : By Land of "Siddha Eden Lake Ville" project
 ON THE SOUTH : By Bonorini Housing Complex.
 ON THE EAST : BY Matmoyee Colony.
 ON THE WEST : By 6 meter wide road.

Dag and mouza wise land area

Dag no.	Mouza	Land area (in acre)
36	Palpara	0.20 acre
71	Noapara	0.384 acre
73	Noapara	0.283 acre
76	Noapara	0.30 acre
77	Noapara	0.25 acre
	Total:	1.417 acre

Part-II

Description of the Receivables

All the monies accruing or arising out of or accrued or arisen but not received or collected out of the Project "**Solaris Bonhooghly - Phase 2'** constructed on the project land mentioned as Immovable Property in Schedule 2 above and includes receivables which are either presently payable or payable in the future in respect of the price payable towards the allotment/. purchase of the Flats and/or the amenities annexed thereto, by the allottees / purchasers (present or future) of the said Flats whether under a letter of allotment and/or agreement for sale executed or any other document executed between the Borrower and the allottee / flat purchaser in this regard, the Escrow Account, the approvals for the Project and the proceeds payable under the Insurance Policies;

IN WITNESS WHEREOF the Mortgagor has set and subscribed their hands hereto, the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by the MORTGAGOR /BORROWER in presence of Witness:

- 1. Amit Pandey
Greenfield City,
Block 13, Flat 2C
Joth Shibrampur Road
Maheshtala
W.B. 700141
- 2. Chandan Singh
7, J.L. Nehru Road
Kolkata - 700013

EDEN REALTY VENTURES PVT. LTD.

(Signature)
Director
(ARYA SUMANT)

MORTGAGOR/BORROWER

SIGNED, SEALED AND DELIVERED by the MORTGAGEE in presence of Witness:

- 1. Amit Pandey,

(Signature)

TATA CAPITAL HOUSING FINANCE LTD.

Authorized Signatory

(Signature)
(SUMAN GHOSAL)

MORTGEE

2 Chandan Singh

Prepared in my office

(Signature)
Advocate, *(Signature)*
[SUMIT CHAKRABORTY]
11/05/2015

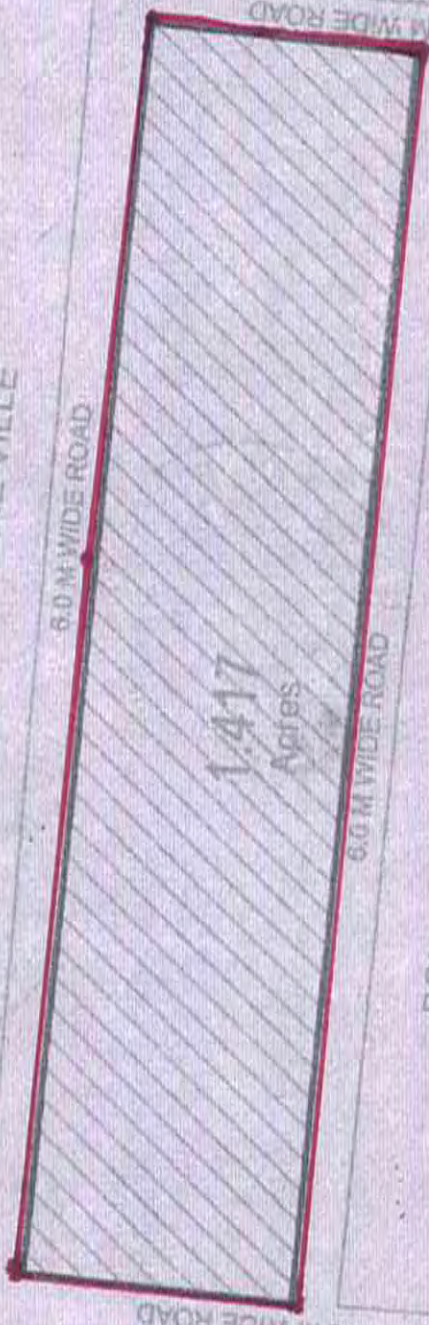
Identified by:
Sri Amit Pandey *Amit Pandey*,
Son of Kamallesh Pandey
Greenfield City, Block-13, Flat 2C
Joth Shibrampur Road
P.O. Shibrampur
P.S. Maheshtala
District South 24-Parganas
PIN: 700141
Occupation: Other

PLAN OF LAND MEASURING 1.417 ACRES COMPRISED IN VARIOUS DAG NOS OF MOUZA PALPARA AND NOAPARA AT PREMISES NO. 561 BONHOOGHIY ARABLE LAND, HOLDING NO. 4, WARD NO. 15, P.S. BARANAGAR, KOLKATA - 700108, UNDER BARANAGAR MUNICIPALITY OWNED BY DEPARTMENT OF LAND AND LAND REFORMS AND REFUGEE RELIEF AND REHABILITATION, GOVERNMENT OF WEST BENGAL.

N



SIDDHA EDEN LAKE VILLE



1.417
Acres

BONORINI HOUSING COMPLEX

EDEN ALLOTTED AREA	
SL. NO.	EDEN ALLOTTED AREA (AREA IN ACRES)
1	0.20
2	0.30
3	0.25
4	0.287
5	0.384
TOTAL	1.417

EDEN REALTY VENTURES PVT. LTD.

Arif Jumeir
Director

TATA CAPITAL HOUSING FINANCE LTD.

[Signature]
Authorized Signatory

MALAY KUMAR GHOSH
Regn. No. CA/92/14834
15A, Dr. Sarat Banerjee Road
Kolkata - 700 029

[Signature]

SIGNATURE OF ARCHITECT

MALAY KUMAR GHOSH
Regn. No. CA92/14834
15A, Dr. Sarat Banerjee Road, Kolkata - 700 029

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
		 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
		 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
		 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
		 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little

Major Information of the Deed

Deed No :	I-1904-07530/2018	Date of Registration	09/07/2018
Query No / Year	1904-0001077227/2018	Office where deed is registered	
Query Date	07/07/2018 11:23:14 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUMAN GHOSAL Flat No. 2C And 2D, South Block, Park Plaza, 71, Park Street, Thana : Park Street, District : Kolkata, WEST BENGAL, PIN - 700016, Mobile No. : 7278953166, Status : Seller/Executant		
Transaction	Additional Transaction		
[0310] Mortgage, Mortgage without Possession by others	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 10,00,00,000/-	Rs. 20,31,89,655/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,00,070/- (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: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Lake View Park, Mouza: Palpara, Premises No. 561, Ward No: 15, Holding No:4

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-36		Bastu	Bastu	0.2 Acre	1,00,00,000/-	1,56,05,456/-	Property is on Road

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Lake View Park, Mouza: Noapara, Premises No. 561, Ward No: 15, Holding No:4

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-71		Bastu	Bastu	0.384 Acre	2,50,00,000/-	2,99,62,475/-	Property is on Road
L3	RS-73		Bastu	Bastu	0.283 Acre	1,75,00,000/-	2,20,81,720/-	Property is on Road
L4	RS-76		Bastu	Bastu	0.3 Acre	2,25,00,000/-	2,34,08,184/-	Property is on Road
L5	RS-77		Bastu	Bastu	0.25 Acre	1,50,00,000/-	1,95,06,820/-	Property is on Road
TOTAL :								
Grand Total :								
					121.7Dec	800,00,000 /-	949,59,199 /-	
					141.7Dec	900,00,000 /-	1105,64,655 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5	247000 Sq Ft.	1,00,00,000/-	9,26,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 247000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Up to Foundation					
Total :		247000 sq ft	100,00,000 /-	926,25,000 /-	

Major Information of the Deed :- I-1904-07530/2018-09/07/2018

Mortgagor Details :

SI No	Name,Address,Photo,Finger print and Signature
1	EDEN REALTY VENTURES PRIVATE LIMITED 7, Jawaharlal Nehru Road, P.O:- Dharmatalla, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AAACL9697H, Status :Organization, Executed by: Representative, Executed by: Representative

Mortgagee Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TATA CAPITAL HOUSING FINANCE LIMITED Flat No. 2C And 2D, Park Plaza, 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016 , PAN No.:: AADCT0491L, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Arya Sumant Son of Mr Sachchidanand Rai 7, Jawaharlal Nehru Road, P.O:- Dharmatalla, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN - 700013, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BYMPS8656P Status : Representative, Representative of : EDEN REALTY VENTURES PRIVATE LIMITED (as Director)
2	Shri SUMAN GHOSAL (Presentant) Son of Shri Bishnudas Ghosal Flat No. 2C And 2D, Park Plaza, 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AIAPG0515E Status : Representative, Representative of : TATA CAPITAL HOUSING FINANCE LIMITED (as Authorized Signatory)

Identifier Details :

Name & address
Shri Amit Pandey Son of Shri Kamalesh Pandey Greenfield City, Flat 2C, Joth Shibrapur, P.O:- Shibrapur, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700141, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr Arya Sumant, Shri SUMAN GHOSAL

Major Information of the Deed :- I-1904-07530/2018-09/07/2018

Endorsement For Deed Number : I - 190407530 / 2018

On 07-07-2018

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

Presented for registration at 13:30 hrs on 07-07-2018, at the Private residence by Shri SUMAN GHOSAL ,

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

Execution is admitted on 07-07-2018 by Mr Arya Sumant, Director, EDEN REALTY VENTURES PRIVATE LIMITED (Private Limited Company), 7, Jawaharlal Nehru Road, P.O:- Dharmatalla, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Shri Amit Pandey, , Son of Shri Kamalesh Pandey, Greenfield City, Flat 2C, Joth Shibrampur, P.O: Shibrampur, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Others

Execution is admitted on 07-07-2018 by Shri SUMAN GHOSAL, Authorized Signatory, TATA CAPITAL HOUSING FINANCE LIMITED (Private Limited Company), Flat No. 2C And 2D, Park Plaza, 71, Park Street, P.O:- Park Street, P.S:- Park Street, District:-Kolkata, West Bengal, India, PIN - 700016

Identified by Shri Amit Pandey, , Son of Shri Kamalesh Pandey, Greenfield City, Flat 2C, Joth Shibrampur, P.O: Shibrampur, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700141, by caste Hindu, by profession Others



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

On 09-07-2018

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.

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 07/07/2018 12:55PM with Govt. Ref. No: 192018190257851911 on 07-07-2018, Amount Rs: 55,098/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKG4132938 on 07-07-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1904-07530/2018-09/07/2018

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 50/- by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 44544, Amount: Rs.50/-, Date of Purchase: 06/07/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2018 12:55PM with Govt. Ref. No: 192018190257851911 on 07-07-2018, Amount Rs: 1,00,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKG4132938 on 07-07-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1904-07530/2018-09/07/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 305487 to 305528
being No 190407530 for the year 2018.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2018.07.23 13:17:11 +05:30
Reason: Digital Signing of Deed.

AS

(Asit Kumar Joarder) 23-07-2018 13:16:37
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)