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Handwritten notes and signatures on the left side of the stamp, including the date '11-20-2017' and various scribbles.

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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.

30 JUN 2017

*[Signature]*  
Additional Registrar  
of Assurances-I, Kolkata

**INDENTURE OF MORTGAGE**

(WITHOUT POSSESSION)

THIS INDENTURE of Mortgage ("Indenture") is made at Kolkata on this 30<sup>th</sup> day of June, 2017

JEK 250  
SEK-850  
110/17

by:

**M/s. RAJWADA GROUP** (having PAN: AALFR5460J), a partnership firm, having its office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Post Office - Garia, P.S. - Sonarpur, Kolkata – 700084, being represented by one of its partners, namely, **Sri Bikash Agarwal** (Pan: AHAPA8484B), son of Late Rajendra Kumar Agarwal, residing at 26, MAHAMAYA MANDIR ROAD, MAHAMAYATALA, KOLKATA-700084 hereinafter called the "**MORTGAGOR/LAND OWNER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, administrator and assigns) of the **FIRST PART**;

And

**M/s. RAJWADA DEVELOPER (PAN: AARFR9646N)**, a partnership firm and having its office at Green Apartments, 26, Mahamaya Mandir Road, Mahamayatala Tala, Garia, Kolkata, West Bengal – 700 084 acting through one of its partners, **Sri Bikash Agarwal** (Pan: AHAPA8484B), son of Late Rajendra Kumar Agarwal, residing at 26, Mahamaya Mandir Road, Mahamayatala, Kolkata-700084, hereinafter called the "**BORROWER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, administrator and assigns) of the **SECOND PART**;

**IN FAVOUR OF**

**EDELWEISS RETAIL FINANCE LIMITED (PAN: AAcCA2844D)**, a Retail Finance Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Edelweiss House, Off CST Road, Kalina, Mumbai 400 098 and *inter alia* having an office at 3A, Upper Wood Street, Savitri Tower, 2<sup>nd</sup> Floor, Post Office Park Street, Police Station Shakespear Sarani, Kolkata, West Bengal – 700 017 (hereinafter referred to as the "**Lender**" / "**Mortgagee**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the THIRD PART, being represented by its authorised signatory, **Sri Suman Dasgupta** (PAN : AIIPD4827G), son of Sri. Sabyasachi Dasgupta.

*Sri Suman Dasgupta*

**WHEREAS:**

(i) By virtue of 4 nos of separate Deed of Conveyances all registered in the office of ADSR, Sonarpur and recorded in Book no.I as Being nos. 01809 and 01819 for the year 2012, being nos. 02733 and 02734 for the year 2014, M/s. Rajwada Group, a partnership firm (the Mortgagor/Land Owner herein) became the absolute owner with respect to ALL THAT piece and parcel of land ad-measuring about 76 Cottahs 11 Chittacks and 40 sq.ft, more or less, forming part of R.S. Dag no.1751, 1752, 1806, 1807 & 1808 under R.S. Khatian no. 1097 and L.R. Dag nos. 1833, 1834, 1892, 1893 & 1894 under L.R. Khatian nos. 1717 and 1437 in Mouza Kusumba, J.L. no. 50 under Police Station Sonarpur in the district of South 24-Pargnas presently known and numbered as municipal Holding Nos. 1491 & 1492, Kusumba, PIN- 700150 under municipal Ward No.7 within the limits of Rajpur -Sonarpur Municipality (hereinafter referred to as the "**Said Premises/Project Land**") and as more particularly described in the **Part A** of the **Schedule I** hereunder written

(ii) M/s. Rajwada Group (the Mortgagor herein) while seized and possessed of and/or otherwise well and sufficiently entitled to the Said Premises decided to commercially exploit the said Premises/Project Land and entered into a registered Development Agreement dated 6<sup>th</sup> July, 2015 with M/s. Rajwada Developer, a partnership firm (the Borrower/Developer herein) for commercial exploitation of the Said Premises by constructing a multi-storied building complex named as '**Rajwada Lakebliss**' on the land of the said Premises on the terms and conditions contained therein and the said Development Agreement was registered in the office of DSR-IV, Alipore and recorded in its Book no.I, Volume no. 1604-2015, Pages 33887 to 33941 as being no. 160405301 for the year 2015.

(iii) In terms of the said Development Agreement, the said M/s. Rajwada Group (the Mortgagor herein) granted a registered Development Power of Attorney dated 29<sup>th</sup> July, 2015 in favour of the said M/s. Rajwada Developer (the Borrower/Developer herein) for doing various acts and things in contemplation

of the said Development Agreement and the said power of attorney was registered in the office of DSR-IV, Alipore and recorded in Book no.I, Volume no. 1604-2015, Pages 44779 to 44810 as Being no. 160405801 for the year 2015.

(iv) At the request of the Borrower/Developer herein, the Mortgagee has granted loan upto **Rs. 10 Crores only (Rupees Ten Crores only)** (hereinafter referred to as "**the Loan**") to the Borrower/Developer subject to the terms and conditions recorded in the Loan Agreement dated 09.06.2017, 2017 entered, *inter-alia*; between the Mortgagee, Borrower and the Mortgagor for the purpose and on the terms and conditions mentioned therein (hereinafter referred to the "**Loan Agreement**").

(v) Pursuant to the aforesaid Loan Agreement and in compliance of the conditions and covenants contained therein, the Mortgagor has agreed, *inter alia*, to create charge on all its rights, title and interest over the movables and immovable assets including the Project Land as more particularly described in the **Schedule I** hereto;

(vi) The Mortgagor has complied with all requirements and has obtained all such authorizations, as may be required for creation of the security interest expressed to be created herein in favour of the Mortgagee for securing the Obligations.

(vii) Pursuant to the terms and conditions agreed to by the Mortgagor and Borrower under the Loan Agreement, the Mortgagor is desirous of creating Security Interest over the Mortgaged Properties and other assets, to the extent of its rights, interest, title, benefits in the mortgaged property and other assets in favour of the Mortgagee in accordance with the terms and conditions hereinafter contained.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

*Shri. Anupam*  
Bikal Singh

1. It is recorded that the recitals contained herein shall form an integral part of this Agreement.

## 2. Definitions

Unless otherwise defined, all capitalised terms shall have the meaning ascribed to it in the Loan Agreement. In this Indenture, the capitalised terms listed below shall have the following meanings: -

**"Applicable Law"** means all applicable Indian statutes, enactments, acts of the state legislature or the Parliament, and laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, judgments, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or a recognized stock exchange, as may be applicable.

**"Escrow Account"** means a no lien specific purpose bank account opened/ to be opened by the Mortgagor in its name with a bank acceptable to the Lender in which all the Receivables from the Project and/or the Mortgaged Properties shall be deposited.

**"Event of Default"** means an event of default as set forth in the Loan Agreement.

**"Final Settlement Date"** means the date on which all amounts payable by the Mortgagor under the Loan Agreement and all obligations of the Mortgagor under the Loan Agreement and Security Documents have been irrevocably and unconditionally discharged in full, to the satisfaction of the Mortgagee.

**"Indenture"** shall mean this Indenture of Mortgage as may be amended from time to time.

**"Insurance Policies"** shall mean the insurance policies that have been obtained/to be obtained for the Project.

**"Mortgaged Properties"** shall mean the First Mortgaged Properties, the Second Mortgaged Properties the Third Mortgaged Properties and Fourth Mortgaged Properties.

**"Obligations"** mean all amounts payable to the Mortgagee by the Borrower/ Mortgagor pursuant to the terms of the Transaction Documents, including without limitation:

- (i) the principal amount of the Loan, interest and all other monies payable thereon and other amounts and liabilities of the Borrower, arising out of or in connection with this Agreement;
- (ii) any and all sums advanced/incurred by the Mortgagee as the case may be and all amounts payable under the Transaction Documents including but not limited to expenses connected with the preservation and/or enforcement of the Security Interest together with costs, stamp duties, legal fees etc.

**"Person"** means an individual, a partnership firm, an association, a corporation, a limited company, a trust, a joint venture, a body corporate, unincorporated organisation, government, sovereign state or any agency, authority or any other body, whether incorporated or not (in each case whether or not having separate legal personality) or any two or more of the following.

**"Project"** means development, construction and completion by the Mortgagor residential project named **"Rajwada Lake Bliss"** on the Project Land and the residential buildings/apartments/flats to be constructed thereon.

**"Receivables"** mean and include all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts payable to and/or received by or to be received from any person (including but not limited to the purchaser/ lessee/ licensee) in respect of and/or arising out of the Project/Mortgaged Properties and all amounts which are due owing/ payable/ belonging to the Borrower/Mortgagor or all amounts which may at any time hereafter during the continuance of the Loan become due, owing, payable or belonging to the Borrower/Mortgagor in respect to the Project/ Mortgaged Properties and/or all sold as well as unsold plot, flat(s), pieces of land, and/ or leased units forming part of in the Project/ the Mortgaged Properties and shall include the advance, sale consideration, deposits/ premium, lease rentals, outstandings and claims in respect of the Project/ Mortgaged Properties, but does not include Value Added Tax ("VAT") and Service Tax collected from the customers, if the same is collected by a separate cheque and deposited in a separate designated Service Tax and VAT account. It is further clarified that Receivables shall also include Fixed Deposits/ Inter Corporate deposits etc. created

for Interest Payment Reserve and any other financial instrument, by whatever name called, created out of the amounts lying in the Escrow Account(s).

**"Security Documents"** means all deeds and documents evidencing creation of Security Interest in favour of the Mortgagee.

**"Security Interest"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, guarantee, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, non-disposal or any similar negative undertakings or security net arrangement, any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person, any adverse claim as to title, possession or use and any designation of loss payees or beneficiaries or any similar arrangement under any Insurance Policies.

**"Security Provider(s)"** means the person acceptable to the Lender including the Borrower, who creates Security Interest in favour or for the benefit of the Lender as security for the Obligations;

**"Taxes"** means any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatsoever nature now or hereafter imposed under any law or by any Governmental authority and all interest, penalties or similar liabilities with respect thereto.

### **3. Interpretation and Construction**

The principles of construction and interpretation of the Loan Agreement shall apply mutatis mutandis to this Indenture as if expressly set out herein with each reference to each of the Loan Agreement being deemed to be a reference to this Indenture.

### **4. Covenant to pay**

(a) Pursuant to the Loan Agreement and in consideration of the Mortgagee, having agreed to provide the Loan, the Mortgagor, covenants and agrees with the Mortgagee, that it shall comply with the terms and conditions of the

Loan Agreement and shall repay the Obligations in accordance with the Loan Agreement.

- (b) Pursuant to the Loan Agreements and in consideration of the Lender, having agreed to provide Loan, the Mortgagor covenants and agrees with the Mortgagee, that the Mortgagor shall comply with and shall ensure the compliance by the Borrower with the terms and conditions of the Loan Agreement and the Mortgagor shall repay the Loan together with interest and all other monies and discharge the Obligations in accordance with the Loan Agreements/this Indenture.
- (c) The Mortgagor further covenants that all moneys payable by the Mortgagor to the Mortgagee shall be paid in the form and manner as mentioned in the Loan Agreement.

## 5. Grant and Transfers

5.1. For the consideration aforesaid and as continuing security for the payment and discharge of the Obligations hereby secured or intended to be hereby secured by first and paramount charge and for the due performance of the terms and conditions of the Transaction Documents, the Mortgagor doth hereby grants, assigns, conveys, assures, charges and transfers (without possession, i.e. the possession shall remain with the Mortgagor) unto the Mortgagee:

- (a) all the rights, title, interest and benefits (both present and future) of the Mortgagor over the land admeasuring 76 cottahs, 11 Chittaks and 40 sq. ft., bearing R.S. Dag Nos. 1751, 1752, 1806, 1807 & 1808 and L.R. Dag Nos. 1833, 1834, 1892, 1893 & 1894 under R.S. Khatian No. 1097 and L.R. Khatian Nos. 1717 & 2438, J.L. No. 50 in Mouza Kusumba under P.S. Sonarpur in the District South 24 Parganas presently known and numbered as municipal Holding Nos. 1491 & 1492, Kusumba, PIN: 700150 under municipal Ward No. 7 within the limits of Rajpur -Sonarpur Municipality as more particularly described in **Schedule I-A** hereunder written, TOGETHER WITH all buildings, constructions and structures thereon and structures/constructions of every description which are erected/constructed or to be erected/constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and



premises or any part thereof and all furniture, fixtures, fittings and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant whether thereto or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto AND ALL the present and future FSI (floor space index) available to said Project Land or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND ALL the estate, right, title, interest, property claim and demands whatsoever of the Mortgagor into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereinafter ( hereinafter referred to as the "**First Mortgaged Properties**") TO HAVE AND TO HOLD all and singular Mortgaged Property unto and to the use of the Mortgagee in accordance with these presents absolutely;

- (b) All and singular, the tangible, intangible and movable assets (both present and future) of the Mortgagor relating to the Project, more particularly described in **Schedule I B** hereto (collectively, referred to as the "**Second Mortgaged Properties**") TO HAVE AND TO HOLD all and singular the Second Mortgaged Properties unto and to the use of the Mortgagee in accordance with these presents absolutely.
- (c) all approvals and project documents in respect of the Project, both present and future and all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to under and/or in respect of the Insurance Policies both present and future and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder which description shall include all properties of the above description whether presently in existence or acquired hereafter more particularly described in **Schedule I C** (collectively, referred to as the "**Third Mortgaged Properties**") the TO HAVE AND TO

HOLD all and singular the Third Mortgaged Properties unto and to the use of the Mortgagee absolutely and subject to the powers and provisions contained herein;

- (d) all the Receivables, excluding the land owner's share in the Escrow Account and all the moneys lying in the Escrow Account from time to time and all right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to and in respect of all present and future receivables, commissions, revenues, claims and chooses-in-action of whatsoever nature and howsoever and wherever arising due to or owing to or become due or owing to, or acquired by the said Mortgagor, Intellectual Property Rights, goodwill, and all rights, title, interest, benefits, claims and demands whatsoever of the said Mortgagor in, to or in respect of all amounts owing to, and received and/or receivable by, the said Mortgagor, including book debts and receivables, both present and future, including but not limited to the said Mortgagor uncalled capital, which description shall include all properties of the above description whether presently in existence or acquired hereafter, more particularly described in **Schedule I D** (collectively, the "**Fourth Mortgaged Properties**") TO HAVE AND TO HOLD all and singular the Fourth Mortgaged Properties unto and to the use of the Mortgagee absolutely and subject to the powers and provisions contained herein;

**6. Dealings in Mortgaged Properties:**

The Mortgaged Properties, to the extent of the mortgagor's rights, interest's, title and benefits in the same, shall be specifically appropriated to this security and the Mortgagor shall not sell, transfer, lease out, assign, dispose of or otherwise part with the Mortgaged Properties or any part thereof, or deal with the same or create or suffer any mortgage, charge, lien, hypothecation or other encumbrance on the Mortgaged Properties, without the prior written consent of the Mortgagee.

## **7. Security**

### **7.1. Continuing Security**

The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the Final Settlement Date as set out in the Agreement, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor of any part of the Obligations in accordance with the Loan Agreement and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Mortgagee may now or hereafter hold for the Obligations or any part thereof. This security may be enforced against the Mortgagor without first having recourse to any other rights of the Mortgagee, and shall not affect, impair or discharge the liability of the Mortgagor by dissolution (voluntary or otherwise) or by any merger or amalgamation, reconstruction or otherwise of the Mortgagor with any other firm or company or take-over of the management or nationalisation of the Mortgagor.

### **7.2. Cumulative Powers**

The powers conferred under this Indenture in favour of the Mortgagee or any Receiver, Manager or Administrator appointed under this Indenture, are:

- (i) cumulative;
- (ii) without prejudice to their respective powers under any Applicable Law, equity or under any other Loan Agreement ; and
- (iii) may be exercised as often as the Mortgagee or such receiver, receiver and manager or administrator deems fit, and the Mortgagee or such receiver, receiver and manager or administrator may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement, and the Mortgagor acknowledges that the respective powers of the Mortgagee and such receiver, receiver and manager or administrator shall, in no circumstances, be

suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

### **7.3. Avoidance of Payments**

If any amount paid by the Mortgagor in respect of the Obligations is void or set aside on the dissolution of the Mortgagor or otherwise and any amount received by the Mortgagee are refunded as a consequence thereof, then for the purpose of this Indenture such amount shall not be considered to have been paid.

### **7.4. Unconditionality of Security Interest**

The Security Interest created by this Indenture shall not be discharged or affected by:

- (i) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Mortgagor or any other person;
- (ii) any amendment, modification or supplement to this Indenture, the Loan Agreement or any other agreement, guarantee, indemnity, right or remedy or lien;
- (iii) the making or absence of any demand on the Mortgagor or any other person for payment;
- (iv) the enforcement or absence of enforcement of this Indenture or any other agreement, security interest, guarantee, indemnity, right, remedy or lien;
- (v) the taking, existence or release of any other agreement, security interest, guarantee, indemnity, right, remedy or lien (including the release of any part of the Mortgaged Properties);
- (vi) the dissolution, winding-up, amalgamation, reconstruction or reorganization of the Mortgagor, as the case may be (or the commencement of any of the foregoing);
- (vii) the illegality, invalidity or any defect in any provision of this deed, or any other agreement, security interest, guarantee, indemnity, right or

remedy or lien, or any of the obligations of any of the parties thereunder;

- (viii) the illegality, invalidity or unenforceability of the Obligations or any part thereof or the illegality, invalidity or unenforceability or any defect in any provision of any agreement or document creating or resulting in the Obligations including this deed; or
- (ix) any other matter or thing whatsoever relating to this Indenture.

### **8. Further Acquisition**

Any buildings and structures, machinery, equipment, fixtures, articles and things attached thereto which shall from time to time hereafter during the continuance of this security be constructed/erected or installed or be in or upon or about the First Mortgaged Properties hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the First Mortgaged Properties and/or any part thereof respectively and used or intended to be used in connection with the business of the Mortgagor in relation to the Project whether in substitution or replacement of or in addition to any buildings and structures, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagor or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor shall at its own costs forthwith vest the same in the Mortgagee by way of continuing security by way of first charges and by way of additional security.

### **9. Easements**

For the consideration aforesaid the Mortgagor do hereby irrevocably grants full and free rights and liberty in the Mortgaged Properties with respect to the said project as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes expressly or impliedly permitted under the Loan Agreement and for the purpose under the present Indenture to the Mortgagee, and their nominees, agents and representatives over the vacant lands,

hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all time thereafter.

## **10. Representation and Warranties**

10.1. The Mortgagor covenants that they have gone through the contents of the Loan Agreements and this Indenture and have understood the same. The Mortgagor has made the representations and warranties set forth in the Loan Agreement, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein. More specifically the Mortgagor represents and warrants that:

- (a) it is a partnership firm duly constituted under the Indian Partnership Act, 1932 with power to enter into the Loan Agreement and/or execute this Indenture and to exercise its rights and perform its Obligations thereunder and hereunder and all corporate and other action required to authorise its execution of the Loan Agreement, this Indenture and its performance of its obligations thereunder has been duly taken.
- (b) this security document creates in favour of the Mortgagee, the Security Interests which it is expressed to create with the ranking and priority it is expressed to have.
- (c) except as provided under Applicable Law, the claims of the Mortgagee against the Mortgagor under the Loan Agreement and this Indenture will rank in priority to all the claims of its secured/unsecured creditors.
- (d) the obligations expressed to be assumed by it under the Loan Agreement and this Indenture (as applicable) are legal, valid and enforceable obligations binding on it in accordance with their terms.
- (e) it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution, administration or re-organisation on liquidation / dissolution or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

- (f) it is not in any respect in breach of or in default under any agreement to which it is a party in relation to any of its assets or Mortgaged Properties.
- (g) no action, litigation, or administrative proceeding of or before any court (which shall include, any tribunal, arbitral panel or other judicial authority) or governmental or judicial agency which could reasonably be expected to have a material adverse effect on the Mortgaged Properties or the Mortgagor have been started or threatened.
- (h) the execution of this Indenture and/or Loan Agreement and its exercise of its rights and performance of its obligations thereunder do not:
  - (i) conflict in any material respect with any agreement, mortgage, bond or other instrument to which it is a party or which is binding upon it (and where any such conflict exists, necessary consents have been obtained);
    - (i) conflict with its Partnership Deed; or
    - (ii) conflict with any Applicable Law;
- (j) it has obtained, or will obtain by the time such authorization is required by law, all necessary authorizations required under all the Applicable Laws:
  - (i) applicable to the execution of this Indenture ;
  - (ii) to enable it to create the Security Interests to be created by it pursuant to any Security Document and to ensure that such Security Interests have the priority and ranking they are expressed to have; and
  - (iii) all registrations, recordings, billings or notarizations of any of the Security Documents and/or the Loan Agreement and all payments of any duty or tax and all other action which is necessary at any relevant time to ensure the validity or enforceability thereof or the priority in India of the liabilities and obligations of the Mortgagor or the Security Interest thereby or the rights of the Mortgagee under the Security Documents and/or the Loan Agreement have been or will be duly effected, taken or made at such time.
- (k) it stands seized and possessed of, and otherwise is well and sufficiently entitled to the Mortgaged Properties and other property and assets,

whether fixed or unfixed, movable or immovable, tangible or intangible, pertaining to and comprised within the Mortgaged Properties, free from any Security Interest prejudicial to the interest of the Mortgagee;

- (l) it has not received any notice with respect to termination or otherwise in respect of the Mortgaged Properties which in any way affects the leasehold/ownership/development rights of the Mortgagee to the Mortgaged Properties ;
- (m) it has not taken or knowingly suffered or been party or privy to any action which would result in the Mortgagor being prohibited from mortgaging or otherwise charging equipment, properties, rights, claims, benefits and other assets comprised within the Mortgaged Properties in accordance with the terms and conditions of this deed;
- (n) it has not entered into any agreement or arrangement, whether written or oral, with any person in respect of the Mortgaged Properties or any part thereof save as aforesaid;
- (o) Neither the Mortgagor nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
- (p) no Event of Default has occurred or is continuing or might reasonably be expected to result;
- (q) it has disclosed to the Mortgagee full and complete material details concerning all Security Interests granted or required to be granted by it;
- (r) there is no dissolution of the Mortgagor commenced or intended;
- (s) there are no litigations pending against the Mortgaged Properties in any court of law; and nor is the property, the subject matter of any attachment under any law including Income Tax Act or any other act
- (t) this Indenture constitutes the Mortgagor's legal, valid and binding obligation.



**11. Covenants and Permitted Use**

- (a) The Mortgagor shall observe and perform each of the covenants set forth in the Loan Agreement which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.
- (b) In addition to the covenants set forth in Clause 10(a) subject to the terms of any Applicable Law the Mortgagor do hereby further covenants that:

(i) **Enter possession etc.**

Upon the happening of an Event of Default, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of the Mortgaged Property with respect to the said project and any future assets comprised in these presents. Henceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Mortgagee. Upon the happening of an Event of Default the Mortgagee may possess, use and enjoy the same and receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any Person or Persons whomsoever. Upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

It is specifically agreed and declared that upon the happening of an Event of Default the Mortgaged Properties and all sales, and realizations thereof including any insurance proceeds shall be held as the property of the Mortgagee, specifically appropriated to the security created hereunder. The Mortgagor shall, until the happening of an Event of Default, be entitled to hold and enjoy the Mortgaged Properties and to carry on therewith the business of the Mortgagor as contemplated in its Deed of Partnership, as the case may be.

(ii) **Further Assurances**

The Mortgagor 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 Property, and any future assets comprised in these presents 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 or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such deed, document, assurance, act and thing for exercising the rights hereunder or for effectuating and completing the security hereby created for the benefit of the Mortgagee. The Mortgagor shall, from time to time and at all times after the security hereby constituted become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Mortgagee may require for facilitating realisation of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagee or any receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to its nominees and shall give all notices, orders and directions which the Mortgagee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as the Mortgagee may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagor and for the purposes aforesaid a certificate in writing signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

(iii) **Payment of all taxes, rates, etc.**

The Mortgagor shall, at all times during the continuance of the Mortgagee hereby created duly and punctually pay any taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Mortgaged Properties or any part thereof, in connection with the carrying out by the Mortgagor or maintenance of any business or operations thereon, except where the Mortgagor is contesting the same in good faith and has, if there has been a final determination by any governmental authority, made adequate reserves for the payment of the same if they are found to be due and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the taxes which under Applicable Law are payable by the Mortgagor and would affect the security created hereunder. If the Mortgagor fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Mortgagee may (but are not obligated to) pay such amounts, on behalf of the Mortgagor. Any money paid by the Mortgagee as aforesaid, shall constitute a part of the Obligations.

(iv) **Maintenance of assets**

The Mortgagor shall at all times do all acts and things as are necessary for the purpose of keeping the Mortgaged Properties valid and subsisting, enforceable and in good condition.

The Mortgagor shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties and all fixtures, fittings and other equipment and effects thereon and therein forming part of the Mortgaged Properties in good and substantial repair and in good working order and condition. In case the Mortgagor fails to keep in proper order, repair and in good condition the Mortgaged Properties or any part thereof, then the Mortgagee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by

the Mortgagee and their costs and charges therefore shall be reimbursed by the Mortgagor and such amounts shall form a part of the Obligations.

(v) **Inspection, repair, valuation etc.**

The Mortgagor shall permit the Mortgagee and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times subject to the Mortgagee providing reasonable prior notice, to enter into and upon the Mortgaged Properties to inspect the same and pay all travelling and other expenses of any person whom the Mortgagee may depute for the purpose of such inspection and if the Mortgagee shall, for any reason, decide that it is necessary to employ an expert, to pay the reasonable fees and all reasonable travelling, and other expenses of such expert as mutually agreed between the Mortgagor and the Mortgagee and if there shall be any want of repair thereof or if the Mortgagee in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Mortgagee shall give notice thereof to the Mortgagor calling upon the Mortgagor to repair or replace the same. Upon the Mortgagor's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for, but not obligatory upon the Mortgagee to repair or replace the same or any part hereof at the expense of the Mortgagor.

The Mortgagor shall value the Mortgaged Properties in accordance with the rates fixed by or accepted by the Mortgagee and shall not over-value the same. The Mortgagee shall be entitled from time to time to have the Mortgaged Properties inspected, appraised and valued by an appraiser or valuer appointed by the Mortgagee and the value determined by such appraiser or valuer shall be conclusive and binding on the Mortgagor. The fees, costs, charges and expenses of any such inspection, appraisal and valuation (the Mortgagee's statement in this respect being conclusive) shall be borne and paid by the Mortgagor and shall until payment, be charged on the Mortgaged Properties and be deemed to form part of the Obligations.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Mortgagee or of any of them under these presents including the right to call for the whole of the Obligations as the case may be following the happening of an Event of Default.

## **12. Additional Covenants**

The Mortgagor shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Mortgagor as are already contained in the Loan Agreement hithertofore entered into with the Mortgagee *v/z.*:

- (i) Ensure that the Mortgaged Properties mortgaged and charged hereunder continue to remain the absolute property of the Mortgagor and at the disposal of the Mortgagor;
- (ii) Ensure that the Mortgaged Properties mortgaged and charged hereunder continue to remain the absolute property of the Mortgagor and at the disposal of the Mortgagor;
- (iii) Ensure that all the Mortgaged Properties are duly and effectively insured and kept insured up to the replacement value thereof or on such other basis approved under the Loan Agreement as approved by the Mortgagee (including surveyor's and architect's fees) for the full market value thereof and the Mortgagor will on demand deliver to the Mortgagee, the Insurance Policies and receipts for premia paid in respect of such insurances duly endorsed and assigned with the full benefit thereof to and in favour of the Mortgagee. The Mortgagee having a charge on the Mortgaged Properties and acceptable to the Mortgagee shall be designated as "loss payee" or "beneficiary" of all such Insurance Policies and the Mortgagor shall deliver certified copies of the Insurance Policies and renewals thereof to the Mortgagee and in the event of failure on the part of the Mortgagor to insure the Mortgaged Properties or to pay the insurance premia or other sums referred to above, the Mortgagee may but shall not be bound to get the Mortgaged Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Mortgagor and such amounts shall form a part of the Obligations. Unless permitted by the

Mortgagee to be used for replacement or repair of any destroyed or damaged asset, all insurance proceeds received shall be paid to the Mortgagee and be held and appropriated in the manner decided by the Mortgagee.

- (iv) Diligently preserve their respective status and corporate existence and all clearances, licenses now held or hereafter acquired by it in the conduct of its business and that it/they will comply with each and every term of the clearances, licenses and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Properties or any part thereof PROVIDED THAT the Mortgagor may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may, with the prior consent in writing of the Mortgagee postpone compliance therewith if the rights of the Mortgagee, is not thereby endangered or impaired.
- (v) Reimburse all sums paid or expenses incurred by the Mortgagee, or any attorney, agent or other person appointed by the Mortgagee in terms of the Indenture of Mortgagee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Loan from the date, when the same shall have been paid and until such reimbursement the same shall be a charge on the Mortgaged Properties and be deemed to form part of the Obligations.
- (vi) Promptly inform the Mortgagee of any loss or damage which the Mortgagor may suffer due to force majeure circumstances or act of God or any other reasons or circumstances.
- (vii) Promptly inform the Mortgagee of any such notice/s if received in respect of the Mortgaged Properties which in any way affect the rights of the Mortgagee and/or Mortgagor;
- (viii) Promptly upon the request of the Mortgagee, from time to time, give such further notices of the assignments hereunder, and ensure that the Mortgagee receives such acknowledgments thereof and consents thereto as the

Mortgagee may reasonably consider necessary for the purpose of perfecting the rights and powers intended to be granted hereby.

- (ix) Always be in a position to hand over peaceful possession of the Mortgaged Properties to the Mortgagee and shall forthwith hand over peaceful possession of the Mortgaged Properties upon being directed by the Mortgagee.

### **13. Specific Actions**

Without limiting the generality of the assurances and covenants hereinabove, the Mortgagor will promptly upon receiving a request from the Mortgagee:

- (a) Execute all such deeds, documents and assurances and do all such acts and things as the Mortgagee may reasonably require for exercising the rights, powers and authorities hereby conferred on the Mortgagee or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Mortgagee may reasonably require for facilitating the realization of the Mortgaged Properties and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to its nominees and shall give all notices, orders and directions which the Mortgagee may think expedient and further shall, for such purposes or any of them make or consent to the making of any application in the name of the Mortgagee to any authority as the Mortgagee may require for the sale or realization of the Mortgaged Properties or any part thereof;
- (b) Observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagor in respect of or any part of the Mortgaged Properties;
- (c) Forthwith give, notice in writing to the Mortgagee of commencement of any litigation or proceedings for distress or attachment or otherwise affecting the Mortgaged Properties.

#### **14. Undertakings**

The Mortgagor undertakes and agrees with the Mortgagee that, throughout the continuance of this Indenture and so long as the Obligations or any part thereof remains owing, the Mortgagor will, unless the Mortgagee otherwise agree:

- (a) to deliver to the Mortgagee certified copies of the receipts evidencing payment of necessary charges in connection with registration of this Indenture;
- (b) to duly cause these presents to be registered in all respects so as to comply with the provisions of the Act and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other applicable Indian law by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Mortgagor's terms of business in accordance with its Partnership Deed, as applicable;
- (c) not to sell or dispose of the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever except as otherwise permitted under the Loan Agreement.
- (d) within the statutory period file requisite forms in the prescribed manner with the Registrar of Companies, for the relevant Mortgagor, and deliver to the Mortgagee a certified copy of receipts and certificate endorsing registration evidencing the filing of such forms and the creation of the charge in favour of the Mortgagee;
- (e) the Mortgagor agree that without prejudice to any other remedy the Mortgagee may have against the Mortgagor, at any time after an Event of Default occurs, the Mortgagee may, at the cost of the Mortgagor and subject to all applicable approvals, transfer and register the Mortgaged Properties, in its name or in the name of its nominee;
- (f) that this Indenture shall extend to and include all profits and accretions accruing to the Mortgaged Properties;



- (g) to pay the costs, charges and fees of the Mortgagee in priority to all other creditors;
- (h) that it will, promptly upon the request of the Mortgagee, from time to time, give such further notices of the assignments hereunder, and ensure that the Mortgagee receives such acknowledgments thereof and consents thereto as the Mortgagee may reasonably consider necessary for the purpose of perfecting the rights and powers intended to be granted hereby; and
- (i) shall prominently display at conspicuous part of the Project clearly indicating that such Project is charged to the Lender.

## **15. Enforcement**

15.1. The security created hereunder in favour of the Mortgagee shall become enforceable by the Mortgagee upon the occurrence of an Event of Default in accordance with the terms of the Loan Agreement.

15.2. At any time after the security shall have become enforceable in accordance with Clause 15.1 hereinabove, the Mortgagee may, without prejudice to any other rights it may have under law and without prior notice to the Mortgagor:

- (a) enforce the security created under this Indenture and sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;
- (b) exercise any and all powers which a receiver could exercise hereunder or by any Applicable Law;
- (c) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefore) and appoint another in place of any receiver, where such receiver is removed by the Mortgagee or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

- (d) substitute itself or its designee for the Mortgagor under any or all of the Mortgaged Properties and which are charged hereunder;
- (e) enter into and upon and take possession of the Mortgaged Properties and/or any future assets comprised in these presents and after the taking of such action 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 Mortgagor or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Mortgagee or that of their officers or employees or assignee or designee or agent;
- (f) take all such other action expressly or impliedly permitted under this Indenture, the Loan Agreement or under any Applicable Law; give receipts for the properties and assets comprising within the Mortgaged Properties;
- (g) sell by public auction or private treaty at the discretion of the Mortgagor or otherwise dispose of or deal with the property and assets comprising the Mortgaged Properties in such manner for such consideration and generally on such terms and subject to such conditions as the Mortgagee may think fit, with full power to convey, assign or otherwise transfer such property and assets on behalf of the Mortgagor or other legal or registered owner. Equipment and other fixtures may be severed and sold, separately from the premises containing them and the Mortgagee may apportion any rent and the performance of any obligations affecting such premises sold without the consent of the Mortgagor;
- (h) insure and keep insured property and assets of an insurable nature comprised in the Mortgaged Properties against loss or damage by

such risks and contingencies as the Mortgagee may think fit, in such manner in all respects as the Mortgagee may think fit, and to maintain, renew or increase any insurances in respect of such property and assets;

- (i) institute, prosecute and defend any proceedings in the name of the Mortgagor or otherwise as may seem expedient;
- (j) make and effect all repairs, renewals, alterations, improvements and developments to or in respect of the property and assets comprised in the Mortgaged Properties;
- (k) carry on or authorise or concur in the carrying on of the business of the Mortgagor or any part thereof and to manage and conduct the same without being responsible for loss or damage;
- (l) promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagor or otherwise;
- (m) make any arrangement, settlement or compromise or enter into any contracts which the Mortgagee shall think expedient in the interests of the Mortgagee;
- (n) appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional advisers, agents or employees for any of the aforesaid purposes at such salaries or for such remuneration and for such periods as the Mortgagee may determine and to dismiss any of the same or any of the existing staff of the Mortgagor and to delegate to any person any of the powers hereby conferred on the Mortgagee;
- (o) in the exercise of any of the above powers to expend such sums as the Mortgagee may think fit and the Mortgagor shall forthwith on demand repay to the Mortgagee all sums so expended together with interest thereon at such rates as the Mortgagee may from time to time determine from the time of the same having been paid or

incurred, and until such repayment, such sums, together with such interest, shall be secured by this deed;

- (p) have access to and make use of the premiums and the accounting and other records of the Mortgagor and the services of its staff for all or any of the purposes aforesaid; and
- (q) do all such other acts and things as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the security created by this deed and which the Mortgagee may lawfully do in the name of the Mortgagor for all the purposes aforesaid.

**15.3. Powers of the Mortgagee:**

- (a) The Mortgagee shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with any Applicable Law and the Loan Agreement.
- (b) In addition to the rights, powers and duties of the Mortgagee contained in this Indenture, the Mortgagee shall exercise all rights, powers and duties provided for and available to the Mortgagee under the other security documents, Applicable Law and/or principles of equity.

**15.4. Notice to the Mortgagee on the happening of an Event of Default:**

If any Event of Default has occurred or is reasonably likely to occur, the Mortgagor shall, forthwith give notice thereof to the Mortgagee, in writing, specifying the nature of the Event of Default.

**16. Expenses**

All reasonable expenses incurred by the Mortgagee after an Event of Default has occurred in connection with preservation of the Mortgaged Properties (whether

then or thereafter existing) and collection of amounts due to the Mortgagee shall be payable by the Mortgagor and shall stand secured under these presents.

### **17. Power of Sale**

17.1. Upon the happening of an Event of Default and upon the initiation of an enforcement action in accordance with the terms of the Loan Agreement, it is hereby agreed and declared that it shall be lawful for the Mortgagee at any time or times hereafter without any further consent on the part of any of the Mortgagor and in accordance with Section 69 of the Transfer of Property Act, 1882, to sell, the Mortgaged Properties with respect to the said project hereby granted, assigned, transferred and assured or expressed so to be or any part or parts or unit or flat or shops thereof either together or in parcels and as to all the fixture and fittings together with the land and buildings or separately there from, either by public auction or private contracts or otherwise and either for a lump sum consideration or payment of the sum in instalments and either with or without special conditions or stipulations relative to title or evidence of title or otherwise with power to postpone such sale from time to time and to buy the Mortgaged Properties or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in price occasioned thereby and for the purposes aforesaid or any of them to make agreements, execute assurances, give effectual receipts, or discharges for the purchase money, and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper and the aforesaid power shall be deemed to be a power to sell the Mortgaged Properties without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882;

17.2. It is hereby further agreed and declared that the power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until any of the Events of Default has occurred and

- i. The default shall have been made in payment of any of the instalments of the Loan by the Mortgagor/Borrower to the

Mortgagee for the space of three calendar months next after a notice in writing required by clause (2) Section 69 of the Transfer of Property Act, 1882 and requiring payment of the Loan or any instalment thereof as may for the time being be due shall have been served on the Mortgagor(s); or

- ii. Unless and until interest amounting at least to Rs. 500/- (Rupees Five Hundred only) shall be in arrears and remain unpaid for three calendar months after becoming due.

17.3. It is hereby agreed and declared that any such notice as aforesaid as well as any other notice required to be served upon the Mortgagor(s) shall be deemed to have been duly served on the Mortgagor(s) by delivering a copy of such notice to the Mortgagor(s) in the manner specified in Clause 28 hereunder or by leaving or affixing the same upon or to Mortgaged Properties and any such notice as aforesaid shall be sufficient and valid although not addressed to any person or persons by name or description and notwithstanding the person or any of the persons affected thereby may be unascertained or under disability.

17.4. It is hereby agreed and declared that without prejudice to all rights conferred on the Mortgagee by the said Section 69 of the Transfer of Property Act, 1882, no purchaser, mortgagee, mortgagor or other person, upon any sale purporting to be made under the power hereinbefore contained shall be bound or concerned to see or inquire whether either of the cases mentioned in Clauses 16.2 or 16.3 has happened or whether any such default has been made in payment of any money intended to be hereby secured or whether any money remains owing on this security or whether any such notice has been given or left or affixed as aforesaid or otherwise as to the necessity or propriety of such sale or the necessity or expediency of the conditions subject to which the sale is made or otherwise as to the regularity of the sale or notice given or left or affixed as aforesaid or that the sale is otherwise unnecessary, irregular or improper and notwithstanding any such irregularity, impropriety or want of necessity such sale shall as regards the safety or protection of the purchaser or purchasers

be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the Mortgagor in respect of any breach of the proviso hereinbefore contained for any irregularity in any such sale shall be in damages only.

- 17.5. It is hereby agreed and declared that upon any such sale as aforesaid the receipt of the Mortgagee for the purchase money of the said Mortgaged Properties sold shall be an effectual discharge for the money expressed to be received and that no purchaser shall be concerned to see to the application of the purchase money or be answerable for any loss, misapplication or non-application thereof.
- 17.6. It is hereby agreed and declared that the Mortgagee shall, not be answerable or accountable for any involuntary losses, which may happen in or about the exercise or execution of the aforesaid powers and trusts or any of them.
- 17.7. It is hereby agreed and declared that the power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the moneys for the time being owing on the security of these presents.
- 17.8. The Mortgagor shall not have any claims against the Mortgagee or their nominees in respect of any loss arising out of any such sale or postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon sale of any of the Mortgaged Properties or any deferring in advancing the sale of such property or otherwise howsoever.
- 17.9. Notwithstanding the provisions contained in this Clause, it is expressly made clear that it is open to the Mortgagee and the secured creditors to exercise the measures/powers under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) or any other law as applicable.

## **18. Transfer of Property Act**

### **(a) Section 67A**

The provisions of Section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents, the Mortgagee, notwithstanding that the Mortgagee may hold two or more mortgages executed by the Mortgagor including these presents, in respect of which the Mortgagee have the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882 and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on such mortgages in respect of which the mortgage moneys shall have become due;

(b) **Continued Possession**

It shall be lawful for the Mortgagor to retain possession of and the Mortgagor may use the Mortgaged Properties in accordance with the Loan Agreement until the Mortgagee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

(c) **Section 65A**

The Mortgagor shall while in lawful possession of the Mortgaged Properties have no power to make leases or licenses thereof, save and except in pursuance of the terms of the Loan Agreement and with the consent in writing of the Mortgagee first having been obtained on such terms and conditions as the Mortgagee shall in their absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

**19. Mortgagee's Rights to Carry on Business**

On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the power of sale, the Mortgagee may, if they shall think fit so to do but not otherwise, either themselves carry on and manage the business of the Mortgagor in and with the Mortgaged Properties or any of them or appoint a Receiver to carry on and manage the same and the Mortgagee or the Receiver may manage and conduct the same as they shall in their discretion think fit.



## **20. Appointment of Receiver**

- 20.1. Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Mortgagee at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver (the "Receiver") of the Mortgaged Properties or any part thereof one or more Persons, entities or any authorised officer or officers of such Person and may remove any receiver so appointed and appoint another in his stead. Where more than one Receiver is so appointed any reference in this deed to a Receiver shall apply to both or all of the receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.
- 20.2. In addition to the power hereinbefore given, the Mortgagee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Mortgaged Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagor or be otherwise in jeopardy.
- 20.3. **Status, Powers and Remuneration of Receiver:**
- (a) Appointment of any receiver may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties;
  - (b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under any Applicable Law or as the Mortgagee may think expedient including the following rights, powers and authorities: -
    - (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take

any proceedings and enforce any order or judgment in the name of the Mortgagor or otherwise as the receiver shall consider fit;

- (ii) to manage or carry on or concur in carrying on the business of the Mortgagor in relation to the Project (including, without limitation, the management, construction, sale and operation of the Mortgaged Properties) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or wilful default of the receiver;
- (iii) to make any arrangement or compromise in relation to the Mortgaged Properties between the Mortgagor and any other Person or pay any compensation or incur any obligation which the Mortgagee or the receiver shall consider fit;
- (iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Mortgagee shall consider fit and so that, with the prior written consent of the Mortgagee, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or pari passu with the security created hereunder;
- (v) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties or any flat, shop, tenements and any construction thereon in such manner and generally on such terms and conditions as the Mortgagee or the receiver shall consider fit and to carry any

such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;

- (vi) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, alterations or additions to or in respect of the Mortgaged Properties for maintaining the value of the Mortgaged Properties, in every such case as the Mortgagee or the receiver shall consider fit;
- (vii) to obtain all authorisations, clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Mortgagee or receiver shall consider fit;
- (viii) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the receiver;
- (ix) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor or relating in any way to the Mortgaged Properties or any part thereof;
- (x) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;
- (xi) to sell, lease, license or otherwise dispose of all or any part of the Mortgaged Properties;
- (xii) to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real

property comprised in the Mortgaged Properties and do all acts and things incidental thereto;

- (xiii) to implement or continue any activities necessary for keeping the Mortgaged Properties in force, enforceable, and alive:
- (xiv) to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Properties against loss or damage by such risks and contingencies in such manner and in all respects as set out in the Loan Agreement, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- (xv) to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Mortgagee or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Properties ;
- (xvi) to exercise all such other power and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties as is subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;
- (xvii) in exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagor shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the interest rate of 2% per month over and above the interest rate applicable to the Loan .
- (xviii) Mortgagor to appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may

consider fit and to discharge any Persons appointed by the Mortgagor;

- (xix) to make calls conditionally or unconditionally on the sponsors in respect of the uncalled capital ,if any, committed by them for the Project ; and
  - (xx) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of Mortgagor business in relation to the Project.
- (c) Unless otherwise directed by the Mortgagee such Receiver may exercise all the rights, powers, authorities and discretion's herein or by any Applicable Law vested in the Mortgagee;
  - (d) Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Mortgagee;
  - (e) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Mortgagee may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Properties;
  - (f) The Mortgagee from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the Mortgagee shall not be bound in any case to require any such security;
  - (g) The Mortgagee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Mortgagor shall or shall not be in dissolution;

- (h) All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Section;
- (i) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for such receiver's acts and defaults and for his remuneration;
- (j) The Receiver shall, in the exercise of the Receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Mortgagee. The Receiver shall appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional advisers, agents or employees for any of the aforesaid purposes at such salaries or for such remuneration and for such periods as the Receiver may determine and to dismiss any of the same or any of the existing staff of the Mortgagor and to delegate to any person any of the powers hereby conferred on the Receiver; and
- (k) The Receiver, his agents shall have access to and make use of the accounting and other records of the Mortgagor and the services of its staff for all or any of the purposes aforesaid.

### **21. Protection of Mortgagee, and Receiver: Limitation of Liability**

Neither the Mortgagee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Mortgagee.

### **22. Costs and Expenses**

- (a) The Mortgagor shall, upon notice from the Mortgagee pay or reimburse to the Mortgagee all fees for services performed by the Mortgagee, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Mortgagee or their officers, employees or agents in

connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Mortgagee, under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture, and further covenants and agrees to indemnify the Mortgagee and every receiver, attorney, manager, agent or other Person appointed by them and the Mortgagee against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done without their wilful default or gross negligence in respect of or in relation to the Mortgaged Properties or out of the Mortgaged Properties .

- (b) The Mortgagor shall pay all legal fees, costs, charges and expenses incurred or paid by the Mortgagee in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or in relation to any other security created by the Mortgagor in favour of the Mortgagee for the benefit of the Mortgagee including any cost incurred in the assertion or defence of the rights of the Mortgagee as such for the protection and preservation of whole or any part of the Mortgaged Properties and/or any other security interests created by the Mortgagor in favour of the Mortgagee for the benefit of the Mortgagee, for the demand, realisation and recovery of the Obligations and such amounts shall be added to the amount of the Obligations and be secured hereby.

### **23. Stamp Duty and Reimbursement of Expenses**

**a) Stamp Duty and Other Fees on Execution, Registration, etc:**

The Mortgagor/Borrower shall bear all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture, the Loan Agreement and any document, act and registration performed pursuant hereto, if and when the

Mortgagor may be required to pay the same according to any Applicable Law for the time being or at any time in force in the State in which its Mortgaged Properties are situated. If the Mortgagor fails to pay the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Mortgagee may (but is not obligated to) pay such amounts, on behalf of the Mortgagor. Any money paid by the Mortgagee as aforesaid, shall constitute a part of the Obligations.

**b) Reimbursement Obligations**

All costs, expenses, charges and fees paid or incurred by the Mortgagee or any Receiver, attorney, manager, agent or other person appointed by the Mortgagee in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, for payment of any costs, expenses, charges or fees in this Clause shall be for the account of the Mortgagor and the Mortgagor undertakes promptly on demand to pay the same or, as the case may be to reimburse the Mortgagee or its authorised agents, nominees, representatives, successors and assignees for any such monies paid by the Mortgagee or any of them with interest applicable from the date the Mortgagor receives notice thereof from the Mortgagee and/or its agents, representatives, successors and assigns until reimbursed by the Mortgagor, and all such sums and costs shall be added to the Obligations and be secured under these presents.

**24. Attorney**

**(a) Appointment**

The Mortgagor hereby irrevocably appoints the Mortgagee as well as each receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of all or any of the powers by these presents or by any Applicable Law conferred on the Mortgagee or any receiver appointed by such Mortgagee and also to execute on behalf of the Mortgagor at the cost of the Mortgagor the powers hereunder or by any



Applicable Law conferred on the Mortgagee or any receiver appointed by it and also to execute on behalf of the Mortgagor at the cost of the Mortgagor such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Mortgagor shall bear the expenses that may be incurred by the Mortgagee or any receiver in that behalf. Provided at any time prior to the occurrence of an Event of Default, the Mortgagee shall exercise its powers under this clause only if the Mortgagor fail to comply with the instructions of the Mortgagee under this Indenture.

**(b) Ratification**

The Mortgagor covenants with the Mortgagee to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Clause 23(a) hereinabove.

**25. Application of monies**

All the monies received by the Mortgagee or the Receiver in respect of the Mortgaged Properties (hereinafter collectively referred to as the "**said monies**") or any part thereof arising out of :-

- a. any sale, calling in, collection or conversion under the Power of Sale;
- b. rents, profits, income;
- c. policy or policies of insurance;
- d. compensation money in respect of any acquisition and requisition or nationalization or takeover of the management of the Mortgagor;
- e. any other realization whatsoever;

and they shall, in the first place, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers under these presents, including the Mortgagee's and the Receiver's remuneration as herein provided, and shall apply the residue of the said monies: -

Firstly in or towards payment of the Obligations in accordance with the Loan

Agreement; and

Secondly in or towards payment of the surplus (if any) of the said monies to the Mortgagor and/or person or persons entitled thereto.

## **26. Liability to Mortgagee for Deficiency**

The Mortgagor shall remain liable to the Mortgagee for any deficiency in the payment of the Obligations and all duties and obligations under this Agreement.

## **27. Waiver**

### **27.1. No implied waiver or impairment.**

No delay or omission of the Mortgagee or any receiver in exercising any right, power or remedy accruing to the Mortgagee upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Mortgagee or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Mortgagee in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Mortgagee herein provided are cumulative and not exclusive of any rights or remedies provided by any Applicable Law or equity or Loan Agreement or in any of the other security documents.

### **27.2. Express Waiver**

A waiver or consent granted by the Mortgagee under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **28. Miscellaneous**

### **(a) Applicability of the Agreements**

All terms and conditions relating to the Loan , representations, warranties and covenants by the Mortgagor, Events of Default, duties and powers of the Mortgagee and limitations on liability of the Mortgagee, as contained in the Loan Agreement shall be applicable, as if the same were fully set forth herein.

**(b) Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee and the Mortgagor, if any discharge or payment in respect of the Obligations by the Mortgagor or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of any Applicable Law or any enactment relating to bankruptcy, insolvency, dissolution, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Mortgagee shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

**(c) Amendment**

The Mortgagor, the Mortgagee may amend or supplement the terms of this Indenture by mutual agreement in writing in so far as such amendment or supplement do not materially affect the terms and condition of the Obligations. Any amendment to this Indenture shall not be effective unless signed by the Parties hereto and is registered.

**(d) Other Remedies**

The rights and remedies conferred upon the Mortgagee under this Indenture:

- (i) shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled; and
- (ii) shall not be prejudiced by any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Mortgagee.

**(e) Application to Court**

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

**(f) Indemnity**

The Mortgagor shall indemnify the Mortgagee and the Receiver against all actions, proceedings, claims, demands, losses, liabilities, damages, costs and expenses incurred by it or them in the execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or non-observance of any of the undertakings and agreements on the part of the Mortgagor herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Mortgaged Properties.

**(g) Not Mortgagee-in-possession**

The Mortgagor do hereby expressly agrees with the Mortgagee that neither the Mortgagee nor any Receiver appointed in accordance with these presents shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Mortgagor to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

**29. Communications****29.1. Notices**

(i) Except as otherwise expressly provided herein, all notices and other

communications provided for hereunder shall be given by facsimile or by courier or by personal delivery or in electronic form or by sending the same by prepaid registered mail , addressed to the party concerned at its address or the fax numbers or e-mail address set out in Schedule-II hereto and/or any other address subsequently notified to the other party with a period of 5 days from any change thereof, for the purposes of this section and shall be deemed to be effective (a) in the case of registered mail, when delivered to the postal authority, (b) in the case of facsimile at the time when dispatched with a report confirming proper transmission, (c) in the case of personal delivery, at the time of delivery, (d) in case of courier, when delivered to the courier, and (e) in case of e-mail, at the time when it is sent. Any notice to the Mortgagor shall also be effected by pasting or affixing at conspicuous part of the Project and shall be deemed to be effective from the date of such pasting or affixation;

- (ii) A certificate by an officer of the Mortgagee that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Mortgagor. Notwithstanding anything contained hereinabove, any notice given to the Mortgagee under this Agreement shall be deemed to have been served upon the Mortgagee when it is actually received by the officer of the Mortgagee in whose attention the notice is addressed.

#### 29.2. **Deemed Service**

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 registered office of the Mortgagor and such notice shall also be deemed to be properly and duly effected if it is posted in a registered letter addressed to the Mortgagor at the address referred to in the Schedule -II hereto and such notice shall also be deemed to be properly and duly effected if it is pasted or affixed at conspicuous part of the Project/ Mortgaged **Properties** and such service shall be deemed to have been made at the time at which the same has been delivered to the postal authorities

whether actually delivered or not or by leaving or affixing the same upon or to conspicuous part of the Project/ Mortgaged **Properties**.

### **30. Provision for Redemption**

On the Final Settlement Date, the Mortgagee shall, upon the written request and at the cost and expense of the Mortgagor, reassign, re-transfer and release unto the Mortgagor or as the Mortgagor shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Mortgagee without recourse and without any representation or warranty of any kind by or on behalf of the Mortgagee such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such reassignment, retransfer or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge.

### **31. Provisions Severable**

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

If there is any inconsistency between (i) the rights and the obligations of the Mortgagor in relation to the Mortgagee under these presents; and (ii) the rights and the obligations of the Mortgagor in relation to the Loan Agreement and the security documents; the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Mortgagor under these presents are consistent with the rights and obligations of the Mortgagor under the Loan Agreement and the security documents.

### **32. Governing law**

This Indenture shall be governed by and construed in accordance with Indian law.

**SCHEDULE I****(DETAILS OF THE MORTGAGED PROPERTIES)****A. Details of First Mortgaged Properties**

- (i) All the rights and other rights, title and interest of the Mortgagor over all those pieces and parcels of on land **admeasuring 76 cottahs, 11 Chittaks and 40 sq. ft.**, bearing R.S. Dag Nos. 1751, 1752, 1806, 1807 & 1808 and L.R. Dag Nos.1833, 1834, 1892, 1893 & 1894 under R.S. Khatian No.1097 and L.R. Khatian Nos. 1717 & 2438, J.L. No. 50 in Mouza Kusumba under P.S. Sonarpur in the District South 24 Parganas presently known and numbered as municipal Holding Nos. 1491 & 1492, Kusumba, PIN: 700150 under municipal Ward No.7 within the limits of Rajpur -Sonarpur Municipality together with building and structures constructed / to be constructed thereon having total covered area of about 125140 sq.ft. and bounded as follows:

On or towards the North by: Dag No.1753 & 1751 ft. wide road

On or towards the South by: Dag No.1807 & 1808 (part)

On or towards the East by: Dag No. 1775 & 1774

On or towards the West by: Dag No.1749, 1750

Please provide Dag-wise land area

L.R.Dag no.	Land area
1833	05K-03CH-21SQFT
1834	23K-07CH-23 SQFT
1892	01K-08 CH-00 SQFT
1893	10 K- 06 CH-19 SQFT
1894	0K-06CH-30SQFT

together with all buildings, structures, erections, and constructions of every description which are erected, constructed, standing or attached or shall at

any time hereafter during the continuance of the security hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor AND ALL the present and future FSI (floor space index) available to said Project Land or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto which the Mortgagor are entitled to or become entitled to in future.

**B. Details of Second Mortgaged Properties**

The whole of the movable properties of the Mortgagor relating to the Project including without limitation its movable machinery, equipment, machinery spares, book debts, tools and accessories and other movables, both present and future whether installed or not and whether now lying loose, or, in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the premises, warehouses, stockyards and godowns or those of the Mortgagor's agents, affiliates, associates or representatives or wherever else the same may be or be held by any party to the order or disposition of the Mortgagor or in the course of transit or delivery, howsoever and wheresoever in the possession of the Mortgagor with all benefits, rights and incidentals attached thereto which are now or shall be at any time be owned by the Mortgagor whether present or future.

**C. Details of Third Mortgaged Properties**

All the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor (a) in the documents relating to Project, as may be amended,



varied or supplemented from time to time, both present and future; (b) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in the approvals/permissions relating to the Project, both present and future (c) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in any letter of credit, guarantee, performance bond provided by any party to the Project documents, both present and future and all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to under and/or in respect of the Insurance Policies both present and future and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder which description shall include all properties of the above description whether presently in existence or acquired hereafter, both present and future.

**(D) Details of the Receivables and Escrow Accounts**

- (i) all the Receivables and all right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to and in respect of all present and future receivables, commissions, revenues, claims and chooses-in-action of whatsoever nature and howsoever and wherever arising due to or owing to or become due or owing to, or acquired by the Mortgagor, Intellectual Property Rights, goodwill, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all amounts owing to, and received and/or receivables by, the Mortgagor, including book debts and receivables, both present and future, including but not limited to the Mortgagor uncalled capital, which description shall include all properties of the above description whether presently in existence or acquired hereafter.
- (ii) No lien specific purpose bank account **to be** opened by the Mortgagor with a Schedule Bank, at its Branch for deposit of all the Receivables relating to the Project and all the moneys lying in the Escrow Account from time to time.

**Schedule II****NOTICES**

<b>Name of the Mortgagor</b>	:	<b>M/s. Rajwada Group, a partnership firm</b>
<b>Address</b>	:	26, Mahamaya Mandir Road, Mahamayatala, Garia, Post Office - Garia, P.S. - Sonarpur, Kolkata – 700084,
<b>Telephone No</b>	:	033-24350465
<b>Fax No.</b>	:	NA
<b>e-mail</b>	:	<a href="mailto:acct.rajwada@gmail.com">mailto: acct.rajwada@gmail.com</a>
<b>Kind Attn.</b>	:	<b>Sri Bikash Agarwal</b>

<b>Name of the Borrower</b>	:	<b>M/s. Rajwada Developer, a partnership firm</b>
<b>Address</b>	:	26, Mahamaya Mandir Road, Mahamayatala Tala, Garia, Kolkata, West Bengal – 700 084
<b>Telephone No</b>	:	033-24350465
<b>Fax No.</b>	:	NA
<b>e-mail</b>	:	<a href="mailto:acct.rajwada@gmail.com">mailto: acct.rajwada@gmail.com</a>
<b>Kind Attn.</b>	:	<b>Sri Bikash Agarwal</b>

<b>Name of the Mortgagee</b>	:	<b>Edelweiss Retail Finance Limited</b>
<b>Address</b>	:	Edelweiss House, Off CST Road, Kalina, Mumbai 400 098
<b>Telephone No</b>	:	022 -4009 4400
<b>Fax No.</b>	:	022 -4088 5712
<b>e-mail</b>	:	<a href="mailto:customercare.cfc@edelweissfin.com">customercare.cfc@edelweissfin.com</a>
<b>Kind Attn.</b>	:	Associate Director

**IN WITNESS WHEREOF** the Mortgagor, Borrower and the Mortgagee have caused these presents to be executed by their duly Authorised Person(s) on the day and year first hereinabove written.

<p><b>Signed sealed And Delivered By</b> the within named <b>Mortgagor</b> in presence of :</p> <p>1. <i>Debanjan Sarkar</i> S-3/6, A.P. Nagar, Sonarpur Kol-150</p> <p>2. <i>Tappu Mali</i></p>	<p><b>RAJWADA GROUP</b> <i>Bikal Agan</i> PARTNER MORTGAGOR</p>
<p><b>Signed/sealed And Delivered By</b> the within named <b>Borrower</b> in presence of :</p> <p>1. <i>Debanjan Sarkar.</i></p> <p><i>Tappu Mali</i> 2 <i>College bully</i> 24/6/1(N), F00121</p>	<p><b>RAJWADA DEVELOPER</b> <i>Bikal Agan</i> Partner BORROWER</p>
<p><b>Signed sealed And Delivered By</b> the within named <b>Mortgagee</b> in presence of :</p> <p>1. <i>Debanjan Sarkar.</i></p> <p>2 <i>Tappu Mali</i></p>	<p>EDELWEISS RETAIL FINANCE LTD. <i>Suman Dasgupta</i> Authorised Signatory MORTGAGEE (SUMAN DASGUPTA)</p>

Prepared in our office

Advocate,

[SUMIT CHAKRABORTY  
P/1051/2015]

Identified by:

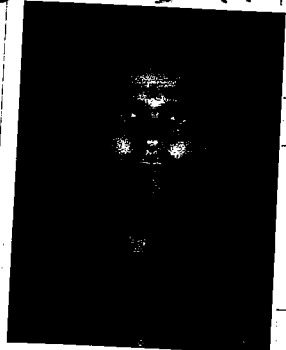
Name : DEBANJAN SARKAR  
S/O-DEBASHIS SARKAR  
Address : S-3/6, A.P NAGAR,  
P.O. SONARPUR  
P.S. SONARPUR  
PIN: 700150  
Occupation: SERVICE

SPECIMEN FORM TEN FINGER PRINTS

No. \_\_\_\_\_  
 Signature of the  
 executants and/or  
 purchaser Presentants



*Suman Dasgupta*



*Bikash Agam*

(Left Hand)				
(Right Hand)				
(Left Hand)				
(Right Hand)				
(Left Hand)				
(Right Hand)				
(Left Hand)				
(Right Hand)				



भारत सरकार  
GOVERNMENT OF INDIA



দেবাঞ্জন সরকার  
Debanjan Sarkar  
জন্মতারিখ/ DOB: 26/02/1986  
পুরুষ / MALE



8975 0062 0497

আধার - সাধারণ মানুষের অধিকার

*Debanjan Sarkar*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

Address

এস/ও: দেবশিষ সরকার, এস  
3/6, এ পি নগর, রাজপুর  
সোনাপুর (এম), দক্ষিণ ২৪  
পরগনা,  
পশ্চিম বঙ্গ - 700150

S/O: Debasis Sarkar, S  
3 /6, A P NAGAR, Rajpur  
Sonarpur(M), South 24  
Parganas,  
West Bengal - 700150



1947  
1800 300 1947

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P.O. Box No. 1947,  
Bengaluru-560 001

आयकर विभाग  
INCOME TAX DEPARTMENT

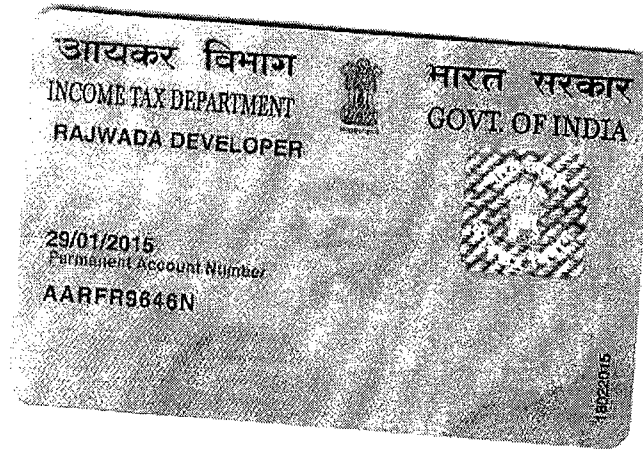
भारत सरकार  
GOVT. OF INDIA

BIKASH AGARWAL  
RAJENDRA KUMAR AGARWAL  
30/05/1982  
Permanent Account Number  
AHAPA8484B

*Bikash Agarwal*  
Signature



*Bikash Ag*



*Rajwada*

# INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)

5<sup>th</sup> Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony,  
Near Deep Bungalow Chowk, Pune – 411 016.

F. No. DIT(S)/PAN/ITMN\_REG



Dear Sir / Madam,

Permanent Account Number (PAN)

**AACCA2844D**

Your request for changes / corrections in PAN data / reprint of PAN card has been processed and new PAN Card is enclosed.

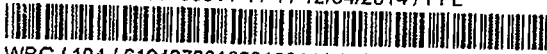
We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

Income Tax Department maintains a website - [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1961) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

EDELWEISS RETAIL FINANCE LTD.  
*[Signature]*  
Authorized Signatory

PKG ID : PLC18640301 / 4 / 4 / 12/04/2014 / FFL



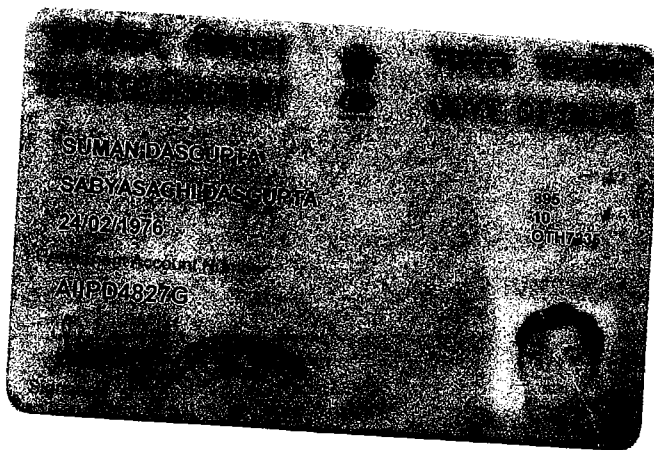
WBG / 104 / 619497001622103111 / 107794855

EDELWEISS RETAIL FINANCE LIMITED

EDELWEISS RETAIL FINANCE LTD  
2A & 2B  
SAVITRI TOWER  
3A DR MARTIN LUTHER KING  
SARANI  
KOLKATA  
WEST BENGAL - 700017  
TEL. NO.:33 - 40104624



*Suman Kumbh*



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

GRN: 19-201718-002415146-1

Payment Mode Online Payment

GRN Date: 29/06/2017 12:49:10

Bank : State Bank of India

BRN : CKC8735736

BRN Date: 29/06/2017 12:49:59

DEPOSITOR'S DETAILS

Id No. : 19010000914654/1/2017

[Query No./Query Year]

Name : Supriyo Basu

Contact No. :

Mobile No. : +91 9831016425

E-mail :

Address : 6, Old Post Office Street, Kolkata-71

Applicant Name : Mr Suman Dasgupta

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	19010000914654/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	19010000914654/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	55098

Total

155118

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

*Suman*

## Major Information of the Deed

Deed No :	I-1901-04053/2017	Date of Registration	30/06/2017
Query No / Year	1901-0000914654/2017	Office where deed is registered	
Query Date	28/06/2017 1:37:21 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Suman Dasgupta 3A, Upper Wood Street, Savitri Tower, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 9831318311, Status :Buyer/Claimant		
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. 20,38,83,000/-		
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: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba, Ward No: 7

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-1751	RS-1097	Bastu	Bastu	5 Katha 3 Chatak 21 Sq Ft	2,00,00,000/-	2,00,00,000/-	Property is on Road
L2	RS-1752	RS-1097	Bastu	Bastu	23 Katha 7 Chatak 23 Sq Ft	2,00,00,000/-	2,00,00,000/-	Property is on Road
L3	LR-1892	LR-2348	Bastu	Bastu	1 Katha 8 Chatak	2,00,00,000/-	2,00,00,000/-	Property is on Road
L4	LR-1893	LR-1717	Bastu	Doba	10 Katha 6 Chatak 19 Sq Ft	2,00,00,000/-	2,00,00,000/-	Property is on Road
		<b>TOTAL :</b>			<b>66.9694Dec</b>	<b>800,00,000 /-</b>	<b>800,00,000 /-</b>	

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba

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
L5	LR-1894	LR-1717	Bastu	Bastu	6 Chatak 30 Sq Ft	50,00,000/-	50,00,000/-	Property is on Road
		<b>Grand Total :</b>			<b>67.6569Dec</b>	<b>850,00,000 /-</b>	<b>850,00,000 /-</b>	

### 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	125140 Sq Ft.	1,50,00,000/-	11,88,83,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 125140 Sq Ft., Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>125140 sq ft</b>	<b>150,00,000 /-</b>	<b>1188,83,000 /-</b>	






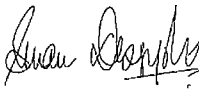
**Mortgagor Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>M/s. RAJWADA GROUP</b> 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: AALFR5460J, Status :Organization, Executed by: Representative
2	<b>M/s. RAJWADA DEVELOPER</b> Green Apartments, 26, Mahamaya Mandir Road, Mahama, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: AARFR9646N, Status :Organization, Executed by: Representative

**Mortgagee Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>EDELWEISS RETAIL FINANCE LTD</b> 3A, Upper Wood Street, Savitri Tower, 2nd Floor, P.O:- Park Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AACCA2844D, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Bikash Agarwal</b> Son of Late Rajendra Kumar Agarwal Date of Execution - 30/06/2017, , Admitted by: Self, Date of Admission: 30/06/2017, Place of Admission of Execution: Office			
		Jun 30 2017 3:43PM	LTI 30/06/2017	30/06/2017
	26, Mahamaya Mandir Road, Mahamayatala, Garia, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AHAPA8484B Status : Representative, Representative of : M/s. RAJWADA GROUP (as Partner), M/s. RAJWADA DEVELOPER (as Partner)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Suman Dasgupta (Presentant )</b> Son of Mr Sabyasachi Dasgupta Date of Execution - 30/06/2017, , Admitted by: Self, Date of Admission: 30/06/2017, Place of Admission of Execution: Office			
		Jun 30 2017 3:42PM	LTI 30/06/2017	30/06/2017
	3A, Upper Wood Street, Savitri Tower, 2nd Floor, P.O:- Park Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AIIPD4827G Status : Representative, Representative of : EDELWEISS RETAIL FINANCE LTD (as authorised signatory)			

**Identifier Details :****Name & address**

Mr DEBANJAN SARKAR  
Son of Mr DEBASHIS SARKAR  
S-3/6, A.P NAGAR, P.O:- SONARPUR, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex:  
Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Bikash Agarwal, Mr Suman Dasgupta,

30/06/2017

*Debanjan Sarkar***Endorsement For Deed Number : I - 190104053 / 2017****On 30-06-2017****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.

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

Presented for registration at 12:40 hrs on 30-06-2017, at the Office of the A.R.A. - I KOLKATA by Mr Suman Dasgupta ,.

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

Execution is admitted on 30-06-2017 by Mr Bikash Agarwal, Partner, M/s. RAJWADA GROUP (Partnership Firm), 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084; Partner, M/s. RAJWADA DEVELOPER (Partnership Firm), Green Apartments, 26, Mahamaya Mandir Road, Mahama, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Identified by Mr DEBANJAN SARKAR, , Son of Mr DEBASHIS SARKAR, S-3/6, A.P NAGAR, P.O: SONARPUR, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Execution is admitted on 30-06-2017 by Mr Suman Dasgupta, authorised signatory, EDELWEISS RETAIL FINANCE LTD (Partnership Firm), 3A, Upper Wood Street, Savitri Tower, 2nd Floor, P.O:- Park Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr DEBANJAN SARKAR, , Son of Mr DEBASHIS SARKAR, S-3/6, A.P NAGAR, P.O: SONARPUR, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

**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 29/06/2017 12:49PM with Govt. Ref. No: 192017180024151461 on 29-06-2017, Amount Rs: 55,098/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKC8735736 on 29-06-2017, 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 50/-, by online = Rs 1,00,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 34710, Amount: Rs.50/-, Date of Purchase: 23/06/2017, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/06/2017 12:49PM with Govt. Ref. No: 192017180024151461 on 29-06-2017, Amount Rs: 1,00,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKC8735736 on 29-06-2017, Head of Account 0030-02-103-003-02



**Malay Chakrabarty**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - I KOLKATA**  
**Kolkata, West Bengal**