

way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party 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.

11. PROVISION FOR REDEMPTION

If the Security Providers/Mortgagors shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall, with reasonable promptness, upon the written request and at the expense of the Security Providers/Borrowers, reassign, re-transfer and release unto the Security Provider or as the Security Provider 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 Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party 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, re-transfer or release of the security created under this Indenture shall not thereby affect or cause the reassignment, re-transfer or release of any property or assets secured under any other mortgage or charge.

12. REPRESENTATIONS AND WARRANTIES

- (a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.
- (b) The Security Providers acknowledge and accept that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

- (c) The Security Providers further confirm and warrant that:
- (i) The Security Providers are lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;
 - (ii) The Security Providers are legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;
 - (iii) This Indenture when executed and delivered will constitute its legal, valid and binding obligation;
 - (iv) Neither the execution and delivery by the Security Providers of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;
 - (v) The Security Providers do not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;
 - (vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to grant charges and assignments pursuant hereto;
 - (vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all

other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and

- (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.

13. COVENANTS AND PERMITTED USE

- (a) The Security Providers shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if applicable, 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) Additionally, the Security Providers hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:

- (i) Enter possession etc.

Upon the occurrence of a Default, it shall be lawful for the Secured Party,, to enter into and take possession of the Mortgaged Properties and thereafter, the Security Providers shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of

such action, the Secured Party shall be freed and discharged from or otherwise by the Security Providers well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(ii) Further assurances

The Security Providers and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties 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 Security Provider or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.

(iii) Payment of all Taxes, rates, etc.

The Security Providers shall at all times during the continuance of these presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Security Provider in respect of the Mortgaged Properties or any part thereof or the carrying out by the Security Provider or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Security Provider and shall punctually discharge all claims and pay all the Taxes, duties and imposts.

which by the Applicable Law are lawfully payable by the Security Provider and would affect the security created hereunder.

(iv) Maintenance of assets

The Security Providers shall at all times and at its own cost and expense keep and maintain the Mortgaged Properties (other than Current Asset) in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Secured Party of any notice of defect or warrant of repair given pursuant to paragraph (v) below, repair and make good the same to the satisfaction of the Secured Party.

(v) Inspection, repairs, etc.

The Security Providers shall permit the Secured Party and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Secured Party in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Party shall give notice thereof to the Security Provider calling upon the Security Provider to repair or replace the same. Upon the Security Provider's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part hereof at the expense of the Security Provider.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Party or any of them under these presents including the right to call for the whole of the Secured Liabilities as the case may be following the occurrence of a Default.

(vi) Property of the Security Provider

Ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute property of the Security Providers and at the disposal of the Security Providers save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Secured Party.

(vii) Insurance

Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Providers and the Secured Party in accordance with the requirements of the Finance Documents and in respect of the Mortgaged Properties and where applicable the Fixed Movable Assets being charged, the name of the Secured Party is duly endorsed as "**Beneficiary**"/"**Loss Payee**" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Security Provider.

Reimbursement with Interest

If any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security

documents by the Secured Party, the Security Provider will pay to the Secured Party the amount thereof forthwith alongwith the certified copies of the receipts evidencing such payments towards the stamp duty and the registration fees of this indenture, failing which the same will be paid alongwith interest thereon at the Maximum Lending Rate which shall, for the purposes of this Indenture be taken to mean the applicable rate for the Lender which is the maximum lending rate from the date of payment of the same by the Secured Party until the date of repayment by the Security Provider.

- (c) The Security Providers hereby confirm the provisions of Section 12 (*Representations and Warranties*) hereof and undertakes that during the subsistence of the Security created by the Security Provider in favour of the Secured Party, the Security Provider shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in any manner prejudicially affect the securities and the rights created in favour of the Secured Party.

14. SPECIFIC ACTIONS

Without limiting the generality of the assurances and covenants hereinabove, the Security Provider will promptly upon receiving a request from the Secured Party:

- (a) execute a valid legal mortgage by means of registered mortgage (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property presently or in the future belonging to the Security Providers and which is not hereby effectively charged or secured;
- (b) execute such documents as may be necessary or, in the opinion of the Secured Party expedient to transfer the Mortgaged Properties to the Secured Party and/or to enable the Secured Party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of

the Mortgaged Properties, in each case on the terms of these presents;

- (c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Security Providers of the same category as are intended to be secured or charged under these presents; and
- (d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

15. FAILURE TO PAY

It is hereby agreed and declared that if the Security Providers shall fail to pay to the Secured Party, the Secured Liabilities or any part thereof in the manner provided herein or in the Finance Documents, then the Mortgaged Properties hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Security Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities:

- (a) unless the Security Providers or such person or persons shall have given to the Secured Party one month's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day; or

- (b) unless and in the alternative and in default or in lieu of such notice the Security Provider or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one month's interest on the Secured Liabilities at the respective agreed rates as aforesaid,

and every failure on the part of the Security Providers or such Person or Persons to pay off the Secured Liabilities strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Party to a fresh notice of the same part of the default thereof or to one month's further interest at the rate aforesaid.

16. ENFORCEMENT

16.1 Occurrence of a Default

The Security created hereunder in favour of the Secured Party shall become enforceable by the Secured Party upon the occurrence of a Default.

16.2 General Enforcement Powers:

At any time after the security shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Indenture, the Secured Party may, without prejudice to any other rights it may have and without prior notice to the Security Provider:

- (a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;
- (b) 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 Secured Party may consider fit;
- (c) Exercise any and all powers which a receiver could exercise hereunder

or by Applicable Law;

- (d) 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 therefor) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) Substitute itself or its designee for the Security Provider under any or all of the contracts and arrangements in relation to the business of the Security Provider forming part of the Mortgaged Properties;
- (f) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider 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 willful misconduct of the Secured Party or that of its officers or employees or assignee or designee or agent;
- (g) Operate the accounts charged under this Indenture and appropriate all monies lying therein; and
- (h) Take all such other action expressly or impliedly permitted under this Indenture or under the Applicable Law.

16.3 Powers of the Secured Party:

The Secured Party 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 the Applicable Law and the Finance Documents:

16.4 Sale without Intervention of Court:

- (a) Subject to sub-clause 16.4(b) below, following the happening of a Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Provider, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Party may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882 (the "TP Act");

- (b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until: -
- (i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the TP Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Security Provider; or
 - (ii) Interest on the Secured Liabilities amounting at least to Rs.1,00,000 shall be in arrears and remain unpaid for three months after becoming due;
- (c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Security Provider in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

- (d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act, shall apply to the security created hereunder as if the same were incorporated herein; and
- (e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

17. TRANSFER OF PROPERTY ACT

17.1 Section 67A

The provisions of section 67A of the TP Act, shall not apply to these presents and the Secured Party notwithstanding that the Secured Party may hold two or more mortgages executed by the Security Provider including these presents, in respect of which the Secured Party has the right to obtain the kind of decrees under section 67 of the TP Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due;

17.2 Continued Possession

It shall be lawful for the Security Provider to retain possession of and the Security Provider may use the Mortgaged Properties in accordance with the Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

17.3 Section 65A

The Security Provider shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in

writing of the Secured Party first had and obtained (which consent the Secured Party shall not be bound to give) on such terms and conditions as the Secured Party shall in their absolute discretion consider fit and the provisions of section 65A of the TP Act, shall not apply;

17.4 Proceeds of the Mortgaged Properties

The Secured Party shall not be liable to make any payment towards the Secured Liabilities from:

- (a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or
- (b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

18. APPOINTMENT OF RECEIVER

18.1 Right to appoint a Receiver

Subject to the observance of such restrictions as may be imposed by section 69A of the TP Act, or any other applicable statutory provisions, the Secured Party at any time after the security hereby constituted shall have become enforceable may by writing appoint as 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.

18.2 Status, Powers and Remuneration of Receiver

- (a) Appointment of any receiver may be made either before or after the Secured Party 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 Secured Party set forth herein or under Applicable Law or as the Secured Party 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 Security Provider or otherwise as the receiver shall consider fit;
 - (ii) to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the receiver;
 - (iii) To make any arrangement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party 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 monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, 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 make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;
- (vi) 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 in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Security Provider or otherwise;
- (vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;
- (viii) to obtain all 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 Secured Party or receiver shall consider fit;
- (ix) 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 Security Provider and the money so paid shall be deemed to be an expense properly incurred by the receiver;

- (x) to settle, 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 Security Provider or relating in any way to the Mortgaged Properties or any part thereof;
- (xi) 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;
- (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 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 the business of the Security Provider;
- (xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;
- (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 Secured Party 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 realization of the Mortgaged Properties;

- (xvi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the 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; and
- (xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Provider shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.
- (c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Secured Party;
- (d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;
- (e) Subject to the provisions of section 69A of the TP Act, the Secured Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;
- (f) The Secured Party 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 Secured Party shall not be bound in any case to require any such security;
- (g) The Secured Party 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 Security Provider shall or shall not be in liquidation;

- (ii) All the powers, provisions and trusts contained in section 69A of the TP Act, 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 Security Provider and the Security Provider shall be solely responsible for such receiver's acts and defaults and for his remuneration; and
- (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 Secured Party.

19. NOT MORTGAGEE-IN-POSSESSION

It is hereby clarified that the Security Providers have not agreed to give possession of the Mortgaged Properties vide this Indenture and has not given possession of the Mortgaged Properties to the Secured Party.

Without prejudice to the generality of Section 17 (*Transfer of Property Act*), the Security Providers do hereby expressly agree with the Secured Party that neither the Secured Party nor any receiver appointed as aforesaid shall, by reason of the Secured Party or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Security Provider 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.

20. PROTECTION OF SECURED PARTY AND RECEIVER: LIMITATION OF LIABILITY

Neither the Secured Party 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 Secured Party or the receiver.

21. COSTS AND EXPENSES

- (a) The Security Provider shall, upon notice from the Secured Party pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its 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 Secured Party 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.

- (b) The Security Provider shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them 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 under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization

and recovery of the Secured Liabilities shall be added to the Secured Liabilities and be secured hereby.

- (c) All costs, expenses, charges and fees paid or incurred by the Secured Party in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, (i) for payment of any costs, expenses, charges or fees in this Section or (ii) any expenses incurred by the Secured Party after a Default has occurred in connection with preservation of the Security Provider's assets (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Security Provider and the Security Provider undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or its authorized agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the Maximum Lending Rate from the date the Security Provider receives notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Provider, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.

22. INDEMNITY

The Secured Party and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those involving gross negligence or wilful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

23. SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY

23.1 Appointment

The Security Providers hereby appoint the Secured Party as well as a receiver:

- (a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Provider to act and execute all deeds and things which the Security Providers is authorized to execute and do under the covenants and provisions herein contained;
- (b) to generally to use the name of the Security Provider in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;
- (c) to execute on behalf of the Security Provider at the cost of the Security Provider the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;
- (d) to execute on behalf of the Security Provider at the cost of the

Security Provider such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

and the Security Provider shall bear the expenses that may be incurred by the Secured Party or any receiver in that behalf.

Provided at any time prior to the occurrence of a Default, the Secured Party shall exercise its powers under this section 23.1 only if the Security Provider fails to comply with the instructions of the Secured Party under this Indenture.

23.2 Ratification

The Security Provider covenants with the Secured Party to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 23.1 hereinabove.

24. APPLICATION OF MONIES

All monies received by the Secured Party or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Secured Party and shall be applied (except as otherwise required by Applicable Law) in accordance with the Finance Documents.

25. WAIVER

25.1 No implied waiver or impairment

No delay or omission of the Secured Party or the receiver in exercising any right, power or remedy accruing of the Secured Party 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 Secured Party 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 Secured Party 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 Secured Party herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Finance Documents.

25.2 Express Waiver

A waiver or consent granted by the Secured Party 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.

26. MISCELLANEOUS

26.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Secured Liabilities by the Security Provider 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 Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Secured Party shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

26.2 Amendment

The Security Provider and the Secured Party may amend or supplement the terms of this Indenture by mutual agreement in writing.

26.3 Other Remedies

The rights and remedies conferred upon the Secured Party under this

Indenture:

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

26.4 No Legal Title for Lender

The Lender shall not have any legal title to any part of the Mortgaged Properties; provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

26.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

26.6 Notices and Communications

Any notice or request to be given or made under this Agreement shall be given in address mentioned in Schedule 3 herein and in the manner