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# INDENTURE OF MORTGAGE

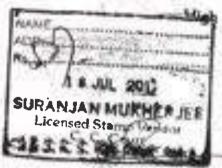
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Court, Calcut



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B/o. Sn. SAMMAR MAZ TODI BE-79, SEC-I, SALT LAKE KULKATA-700064. OCCUPATION - SERVICE



Government of West Bengal

# Department of Finance (Revenue), Directorate of Resistration and Starry Revenue OFFICE OF THE ARIA - TRICLINATA DIRECTOR RESISTANCE (ROSALE) Signature / LTI Share of County Navier 18040010031172317

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

SI No.	Name of the Executan	t Category	Photo	ition at Private Resid	Signature with
1	Mr OM PRAKASH 26/2B, Khagendra Nath Road, Shed No. 8D, P.O:- Cossipur, .S:- Cossipur, District; North 24-Parganas, Bengal, India, PtN - 700072	Represent ative of Mortgagor [SHIVAM INDUSTRI AL PARKS & ESTATES LTD.		A	date 2/07/2018
SI Vo.	Name of the Executant		Photo	Finger Print	Signature with
2	Mr SURYA PRAKASH AE-40, Sector- 1, Saltlake City, P.O:- Bidhannagar CC Block, .S:- North District:-North 24- Parganas, PIN	Represent ative of Mortgagor ·[SALTEE INFRAST RUTURE LTD, ]		MOANS.	date
SI o.	Name of the Executant	Category	Photo	Finger Print	Signature with
	ITTALA Alias N PRABHAKAR RAO 4, C.R. Avenue, Hindustan Iding, Ground Floor, P.O:- Bowbazar, P.S:-	Represent ative of [LIC HOUSING FINANCE LIMITED ]	3		date tian to 81



SI No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Anand Todi Son of Mr Sanwarmal Todi AE-79, Sector-I, Salt Lake, P.O:- Bidhannagar CC Block, P.S:- North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Mr OM PRAKASH AGARWAL, Mr SURYA PRAKASH BAGLA, Mr PRABHAKAR RAO NITTALA	(ALIA)

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



SHIVAM INDUSTRIAL PARKS & ESTATES LTD. (having PAN :AAGCS8293J), a company incorporated under Companies Act 1956, having its registered office at 26/2B, Khagendra Nath Chateerjee Road, Shed No. 8D, Post Office Cossipore, Police Station Cossipore, Kolkata-700 072, being represented by its Director, SRI OM PRAKASH AGARWAL (PAN. ACSPA8694A), son of Sri Late Nand Kishore Agarwal, hereinafter referred to as the MORTGAGOR (which term or expression unless excluded by or repugnant to the context include its successors-in-interest, administrators and permitted assigns) OF THE FIRST PART,

# **AND**

SALTEE INFRASTRUTURE LTD. (PAN: AAECS4854R), a company incorporated under Companies Act 1956, having its registered office at AE-40, Sector-1, Saltlake City, Post Office Bidhannagar CC Block, Police Station Bidhannagar (North), Kolkata-700 064, being represented by its Director, SRI SURYA PRAKASH BAGLA (PAN: AEBPB4558F), son of Late Sree Gopal Bagla, hereinafter referred to as BORROWER/DEVELOPER" which expression shall include its successors-in-office, administrators and permitted assigns unless repugnant to the context) OF THE SECOND PART

# <u>AND</u>

LIC HOUSING FINANCE LIMITED (PAN:AAACL1799L), a Company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, Bombay Life Building, 45/47, Veer Nariman Road, Fort, Mumbai-400 001 and having its regional office at 4, C.R. Avenue, Hindustan Building, Ground floor, Police Station Bow Bazar, Kolkata-700072 (hereinafter referred to as the "MORTGAGEE" which expression shall, wherever the context admits or require be deemed to mean and include its successors-in-office and assigns unless repugnant to the context.) OF THE THIRD PART, being



US 18 JUL 2017

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

GRN:

**BRN:** 

19-201718-003713436-1

GRN Date: 18/07/2017 16:35:45

CKD0539702

Payment Mode

Online Payment

State Bank of India

BRN Date: 18/07/2017 16:37:08

DEPOSITOR'S DETAILS

Name:

Surpiyo Basu

Contact No.:

E-mail:

Address:

6. Old Post Office St Mr OM PRAKASH

**Applicant Name:** 

Office Name: Office Address:

Status of Depositor:

Purpose of payment / Remail

No.: 19040001039917/4/2017

[Query No./Query Year]

Mobile No. +91 9831948425

Possession by others Payment

PAYMENT DETAILS

51. identification ... Head of A.C.

Νø No. Description 1

2 19040001039917/4/2017

19040001039917/4/2017

Fees

Head of A/C

104-001-16

103-003-02

100020

Amount! ₹

Total

155118

In Words:

Rupees One Lakh Fifty Five Thousand One Hundred Eighteen only



represented by its authorized Signatory, MR. PRABHAKAR RAO NITTALA (Alias N PRABHAKAR RAO), son Venkata Rao Nittala (PAN- ACKPN9749H

### WHEREAS:

- 1. By and through a registered Deed of Conveyance dated 20-10-1993 one Smt. Anuva Chatterjee for the consideration mentioned therein sold transferred, conveyed and assigned ALL THAT piece and parcel of land measuring about 169 Decimals along with structures standing thereon, comprised in R.S. Dag nos. 3403, 3405, 3395, 3399, 3387, 3413 and 3398 in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas under municipal Ward no.05 within the limits of Rajarhat Gopalpur Municipality (hereinafter referred to as the 'Said First Plot') in favour of M/s. Shivam Builders & Developers, a partnership firm and the said deed was registered in the office of ADSR Bidhannagar and recorded in its book no.1, volume no.178, pages 107 to 118, as being no.8308 for the year 1993
- 2. By and through a registered Deed of Conveyance dated 20-10-1993 one Sri. Manoj Chatterjee for the consideration mentioned therein sold, transferred, conveyed and assigned ALL THAT piece and parcel of land measuring about 164 Decimals along with structures standing thereon, comprised in R.S. Dag nos. 3403, 3405, 3357, 3412 and 3416 in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas under municipal Ward no.05 within the limits of Rajarhat Gopalpur Municipality (hereinafter referred to as the 'Said Second Plot') in favour of the said M/s. Shivam Builders & Developers and the said deed was registered in the office of ADSR Bidhannagar and recorded in its book no.1, volume no.178, pages 119 to 128, as being no.8309 for the year 1993



- 3. The said M/s. Shivam Builders & Developers, a partnership firm was thereafter converted to limited company under the name and style of M/s. Shivam Industrial Parks & Estates Ltd. (the Mortgagor herein) by dint of a Fresh Certificate of Incorporation dated 20-02-1996.
- 4. In the premises aforesaid, the said M/s. Shivam Industrial Parks & Estates Ltd. (the Mortgagor herein) became the absolute owner of the Said First Plot and the Second Plot which contained a total land admeasuring about 333 decimals more or less, comprised in R.S. Dag nos. 3403, 3405, 3412, 3416, 3357, 3395, 3399, 3387, 3413 and 3398 in Mouza in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas under municipal Ward no.05 within the limits of Rajarhat Gopalpur Municipality together with structure thereon (hereinafter referred to as the 'Said Larger Premises') and duly mutated its name in the records of the concerned land revenue authority and also in the records of the Rajarhat Gopalpur Municipality
- 5. The said M/s. Shivam Industrial Parks & Estates Ltd. (the Mortgagor herein) while seized and possessed of and/or otherwise well and sufficiently entitled to the Said Larger Premises entered into a registered Development Agreement dated 7<sup>th</sup> April, 2014 registered in the office of District Sub-Registrar-II, Barasat and recorded in its Book no.I, Volume no.6, Pages 3998 to 4018 as Being no. 02768 for the year 2014 (hereinafter referred to as the 'Said Development Agreement') with M/s. Saltee Infrastructure Ltd (the Borrower/Developer herein) for commercial exploitation with respect to **ALL THAT** piece and parcel of land measuring about 0.915 acres equivalent to 55.3575 cottahs, forming part of R.S. Dag nos.3399 (P), 3412 (P), 3413 (P) and 3416 (P) under L.R. Khatian no.3692 in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas presently known and numbered as municipal holding no.5/148,







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# नमार्व नेका शंका /PERMANENT ACCOUNT NUMBER AAGCS8293.J



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SHIVAM INDUSTRIAL PARKS & ESTATES LTD.

नियमत/काने की सिक्षि (DATE OF WCOFFORATION/FORMATION 12-01-1996

State

सामित संयुक्त, (सन्युः, जनाः), श्रेतः. COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

ng as tid.

Director

इस बार्ड के जो / फिल जाने पर कृष्या जारी करने वाले प्राविकारी को सूचित / बायस कर वें संयुक्त आवंकर आयुक्त(च्छति एवं तकवीकी), पी-7, चौरंगी स्वयावर, कलकता - 700 068.

In case this card is lact/found,kindly inform/return to the issuing authority: Joint Commissioner of Income-ten(Systems & Technical), P-7, Chowringhoe Square,

Calcutta- 700 469.





FOR SALTEE INFRASTRUCTU LTD.







न्याई लेखा नंद्या /PERMANENT ACCOUNT NUMBER ACSPA8694A



MAME PTF OM PRAKASH AGARWAL

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역표 체역 /DATE OF BIRTH 01-01-1941

TRAINE ISIGNATURE

Experiment Several

आयकर आयुक्त, (बन्धु: अवा.), जीत. COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

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आयकर विमाग NXMETAX SERVENCENT

SURYA PRAKASH BAGLA

SHIFTEE GOPAL BAGGA

20/04/1965 AEBPB45SEF

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NOT THE WHEN APERMANENT ACCOUNT NUMBER AAAGLaresc

LIC HOUSING FINANCE LIMITED

Average करने की तिकि ADATE OF INC. 19-08-1989

DESCRIPTION OF MODIME THE INVESTIGATION

AUTHORISED OFFICER L.I.C. Housing Finance **Endows Back Office** 4, C.R. Avenus, Xvl-72

इस बार्ड के को / दिल को पर कुल्या बारी को बाले प्राधिकारी को सुवित / कारन का दे आधवर निरेशक (प्रवृति) **ए.आर.ए. सेव्टा, गुरार** ई-४. झाळेबालाव क्वाटेपाव 41 feeth - 110 055

In case this card is loot, found, blody informiretors to Or Smotog authority : Director of Lacoure Tax (Lystons) ARA Centre, Grand Floor ISA Bundewston Extr. New Debi - 510 453

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BL-A, Jagardanga under municipal ward no. 5 within the limits of the Rajarhat Goplpur Municipality now the Bidhannagar Municipal Corporation (hereinafter referred to as the 'Said Premises') out of the said Larger Premises for construction of a multi-storied building complex on the land of the Said Premises named as 'Saltee Splendora' on the terms and conditions agreed between them.

- 6. The Said Development Agreement inter alia provided that the Mortgagor and the Borrower/Developer shall be entitled to in proportion in the ratio 40:60 in the said project
- 7. the Mortgagor herein granted a registered Power of Attorney dated 7<sup>th</sup> April, 2014 in favour of Sri Anirudh Kumar Balasaria and Sri Anand Todi, the Directors of Borrower/Developer company 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 office of District Sub-Registrar-II, Barasat and recorded in its Book no.IV, Volume no. 6, Pages 4019 to 4032 as being no. 02769 for the year 2014.
- 8. In terms of the said Development Agreement, the Borrower/Developer commenced construction of the said project' "Saltee Splendora" on the land of the said Premises as per the sanctioned building plan of the concerned local authority (the Said Premises and the structure constructed/further structure to be constructed hereafter are hereinafter collectively referred to as he 'Sald Entire Properties' which are more fully described in the Part-I of the Schedule written hereunder').
- 9. The said M/s. Saltee Infrastructure Ltd (the Borrower herein) as the as the Developer have decided to obtain a construction Loan/Finance facility from the Mortgagee herein for the purposes of construction and completion of





the project named and known as "Saltee.Splendora" on the land of the said Premises and the Mortgagee in principle by a Letter of Sanction dated 15<sup>th</sup> March 2017 (hereinafter referred to as the 'Said Sanction Letter') agreed to grant a loan a sum of Rs.15,00,00,000/- (Rupees Fifteen Corers only) (hereinafter referred to as the "Said Loan") to the Borrower herein and subsequently, a Loan Agreement dated 30th June 2017 was entered into by and between the Mortgagor, Borrower and the Mortgagee herein (hereinafter referred to as the 'Said Loan Agreement') the Mortgagee has agreed to lend and advance and the Borrower herein have agreed to borrow from the Mortgagee the said Loan, to be fully repaid as stipulated in the said Loan Agreement or on such earlier date as may be demanded by the Mortgagee [hereinafter referred to as "the Due Date"] and on the other terms and conditions contained in the said Loan Agreement and one of the terms of the said Sanction Letter and the said Loan Agreement, inter alia, provided that the Mortgagor herein shall create a simple mortgage with respect to the borrower/developer's 60% share in the said Entire Properties i.e. ALL THAT piece and parcel of undivided land measuring about 0.54 Acres equivalent to 33.2145 Cotttas (out of total land measuring about 0.915 acres equivalent to 55.3575 cottahs), forming part of R.S. Dag nos.3399 (P), 3412 (P), 3413 (P) and 3416 (P) under L.R. Khatian no.3692 in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas presently known and numbered as municipal holding no.5/148, BL-A, Jagardanga under municipal ward no. 5 within the limits of the Rajarhat Goplpur Municipality now the Bidhannagar Municipal Corporation together with buildings/structures constructed thereon and also any further superstructure as and when to constructed on the said land ( the aforesaid undivided 60% developer's share in the said entire properties are hereinafter collectively be referred to as the "Said





OF MEST 18 JUL 2017

**Properties/Mortgaged Properties"** which are morefully and particularly described in the **Part-II of the Schedule** written hereunder)

- 10. One of the conditions of the said Loan Agreement is that the said Loan together with the interest at the rate of 13.20% p.a. (floating) Linked to project LHPLR (i.e. Project LHPLR) with current Project LHPLR is 15.20% p.a. on the said Loan from the date of first drawdown of these presents to be payable monthly, in advance on or before the 1st day of each month (hereinafter referred to as "the Interest Due Date") (hereinafter referred to as "the Interest"), together with costs, charges and expenses incurred by the Mortgagee together with compound interest, liquidated damages, premium on prepayment or on redemption, costs, charges, expenses and other monies (all are hereinafter collectively referred to as "the Mortgage Debt") shall be, secured by a first charge by way of mortgage on the Said Mortgaged Properties more fully described in the Part-II of the Schedule written hereunder belonging to the Mortgagor, along with movables lying therein and also any further superstructure as and when constructed on the land of the said Premises.
- 11. In pursuance of the said Sanction Letter and the said Loan Agreement, the Mortgagor herein have agreed to execute this Deed of Mortgage in respect of the said Mortgaged Properties in favour of the Mortgagee herein to secure the repayment of the mortgage debt for the purpose of creating first charge and the liabilities of the Borrower.

NOW THIS DEED WITNESSETH: ARTICLE 1
INTERPRETATIONS
In this Indenture:





- a) References to the term singular shall include references to the plural and vice-versa.
- b) References to the term "Said Mortgaged Properties" shall mean area morefully described in the schedule written hereunder.
- c) References to terms Sections, Clauses, Schedules and Exhibits will be reference to Sections, Clauses, Schedules and Exhibits to this Indenture.
- d) Any reference herein to a statutory provision shall include such provision, as in force from time to time as amended or re-enacted from time to time.
- e) The Recitals, Schedules and Annexure shall form an integral part of this Indenture.
- f) References to "persons" shall include references to individuals, partnerships, trusts, bodies corporate, associations, governments and governmental and local authorities and agencies.
- g) The term "include", "including" and grammatical variations thereof shall be construed without limitation.
- h) Any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government body, statutory authority, tribunal, board or court, as may be applicable.
- i) Clause headings used are for ease of reference only and in no way define, limit, extend or describe the scope of this Indenture or any provisions hereof.

## **ARTICLE 2**

#### **COVENANTS**

2.1 The Mortgagor and Borrower hereby covenant with the Mortgagee that the Borrower shall repay to the Mortgagee, on the Due Date, in accordance with this Indenture, the Mortgage Debt;





- 2.2 The Mortgagor has good right, full power and absolute authority to create mortgage on the said Mortgaged Properties, and have clear and marketable title to the said Properties/Mortgaged Properties free of all encumbrances with respect to its interest in the subject properties;
- 2.3 The Mortgagor and Borrower agree, undertake and covenant to the Mortgagee to comply with and perform all the terms and conditions of these presents, the Agreement and such other security documents as may be entered between the Mortgagee and the Mortgagor and the Borrower from time to time;
- 2.4 The Mortgagor and Borrower covenants with the Mortgagee that the Mortgagor and the Borrower and / or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the said Mortgaged Properties or any of them or any part thereof, shall and will from time to time and at all times at the cost of the Borrower 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 said Mortgaged Properties unto and to the use of the Mortgagee as shall be reasonably required by the Mortgagee;
- 2.5 The Borrower will at all times during the continuance of these presents and the security hereby created, pay all rents, rates, cesses, taxes, revenues and assessments, present as well as future and all dues, duties and outgoings whatsoever payable in respect of the said Mortgaged Properties and any future assets that may be comprised in these presents immediately upon the same having become due and will keep the same and every part thereof in a good and substantial state of repair and working order and also keep the same insured in and upto the replacement value thereof, as approved by the Mortgagee (including surveyors' and architects' fees), in the joint names of





the Mortgagors and the Mortgagee, against loss or damage by fire, theft, cyclone, tempest, flood, typhoon, hurricane, lighting, explosion, earth quake and storm or other civil commotion or revolution, marine risk, erection risk, war risks and such other risks as may be specified by the Mortgagee from time to time in a manner and on the basis satisfactory to the Mortgagee and shall duly pay all premium and other sums payable for that purpose to an insurance company or companies approved by the Mortgagee, for the value determined by the Mortgagee and the value so determined as aforesaid to be apportioned between the said Mortgaged Properties and any further assets that may be comprised in these presents in such manner as the Mortgagee may prescribe or approve of and the Borrower shall duly pay all premium and other sums payable for that purpose and/or for renewal of such insurance AND shall deliver to and leave with the Mortgagee all policies of such insurance and all receipts or premium therefore And all the monies to be received under such policies shall be upon trust for better securing to the Mortgagee the payment of the Mortgage Debt or any part thereof hereby secured and subject thereto in trust for the Mortgagor. In case the Mortgagor/Borrower and/or any of them shall neglect to keep all and singular the said Mortgaged Properties or any part thereof in good and substantial repair and working order or to pay the rents, rates, cesses, taxes, revenues, assessments, outgoing, dues and duties as aforesaid or to insure the same as aforesaid or to effect or keep up such insurance as aforesaid or pay the renewal premium therefore in the manner aforesaid, it shall be lawful for but not obligatory upon the Mortgagee to repair and keep in good and substantial repair and condition and working order the Mortgaged Properties or any of them or any part thereof and pay any such rents, rates, cesses, revenue and assessments, outgoing, dues and duties and insure and keep insured all and singular the said Mortgaged Properties on the basis of their replacement cost or such other basis satisfactory to the Mortgagee and for such time as the Mortgagee shall think proper and to pay the renewal premium therefore or



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such repair. The payment of such rents, rates, cesses, taxes, revenues and assessment and making and continuing of such insurance by the Mortgagee as aforesald and the payment of renewal premium therefor shall also constitute part of Mortgage Debt and be secured by these presents and further all sums of monies received under or by virtue of any such insurance aforesaid shall, at the option of the Mortgagee, either be forthwith applied to the extent of the monies received in or towards substantially rebuilding, reinstating and repairing the said Mortgaged Properties or any of them or any part thereof or in or towards the payment of the Mortgage Debt or any part thereof due under the security of these presents;

- 2.6 The Borrower shall at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee herein, satisfy the Mortgagee that the Mortgagor's title to the said Mortgaged Properties, more particularly described in the Schedule hereunder written are, clear and marketable and without reasonable doubts and that the Mortgagor's or any of them, will at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee satisfy the Mortgagee that the Mortgagor's title to the said Mortgaged Properties including the Unit's thereon and the Movables, are clear and marketable and without reasonable doubts;
- 2.7 The Mortgagor and Borrower shall not create any further charges, hypothecation, encumbrances, mortgages in any manner whatsoever without the prior written consent of the Mortgagee and shall not do any act which would prejudice the said Mortgaged Properties in any manner whatsoever;
- 2.8 The Mortgagors and Borrower shall permit the Mortgagee and its servants, agents, officers and representatives, either alone or with workmen, and other from time to time and at all reasonable times to enter into and upon the said Mortgaged Properties and any future assets that may be





18 JUL 2017

comprised in these presents and to inspect the same and if on such inspection it appears to the Mortgagee that the said Mortgaged Properties or any future assets that may be comprised in these presents require any replacements, the Mortgagee shall give notice thereof to the Mortgagor calling upon the Mortgagor, as the case may be to repair or replace the same and upon either of the Mortgagors' failure to take steps to do so within one month from the date of the notice it shall be lawful for the Mortgagee to repair or replace the same or any part thereof at the expenses in all respects of the Mortgagor and such expenses together with interest thereon at the applicable rate for the Loan shall be payable by the Mortgagor on demand and until payment of the same shall be secured by these presents and form part of the Mortgage Debt and carry interest at the rate stipulated in the said Agreement on the said Loan;

- 2.9 The Borrower herein shall maintain records showing utilization of the disbursements out of the Loan, and the operations and financial conditions of the Borrower and such records shall be open to examination by the Mortgagee and its authorised representatives and agents.
- 2.10 The Borrower shall whenever required by the Mortgagee, permit the Mortgagee and its authorized representatives to carry out technical, financial and legal inspection during the continuance of the security of the said Mortgaged Properties or any of them and to inspect all records, register and accounts of the Mortgagor. Any such representatives of the Mortgagee shall have free access at all reasonable times to any part of the Mortgagor's premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Mortgaged Properties and shall receive full co-operation and assistance from the employees of the Mortgagors. The cost of inspection, including traveling and all other expenses shall be payable by the Mortgagor/Borrower to the Mortgagee in this behalf;





- 2.11 The Borrower shall promptly inform the Mortgagee of any occurrence or likely occurrence of any event of which it becomes aware which might adversely affect the Mortgagor or affect its ability to perform its obligations under this Indenture or the Loan Agreement or likely to affect the said Mortgaged Properties including but not limited to the following;
- 2.11.1 of any material litigation, arbitration or other proceedings which affect the Mortgagor or any of them or the said Mortgaged Properties or any of them or any part thereof forthwith upon such proceedings being instituted or threatened;
- 2.11.2 any damage to the said Mortgaged Properties or any of them for any reason whatsoever;
- 2.11.3 any industrial action taken against the Mortgagor/s or any of them or any labour disputes, strikes, close-outs, any steps taken by authorities for recovery of statutory dues from the Mortgagors;
- 2.11.4 of any change taking place in the ownership or control of the Mortgagor/s or any of them whereby the effective beneficial ownership or control of the Mortgagors or any of them will change or any change in the management of the Mortgagor/s or any of them;
- 2.11.5 the occurrence of any Event of Default under this Indenture or under the Loan Agreement and of the steps being taken to remedy the same and will, from time to time, if so requested by the Mortgagee, confirm to the Mortgagee in writing that save as otherwise stated in such confirmation, no default has occurred and/or is continuing;
- 2.12 the Borrower shall deliver to the Mortgagee, details satisfactory to the Mortgagee and in such number of copies as they may request of.





- 2.13.1 audited accounts of the Borrower within such reasonable time from the close of the financial year as may be permitted by the Mortgagee not exceeding 180 days from the completion of the financial year;
- 2.13.2 such other statement or statements or information pertaining to the operations or business of the Borrower or any of them as the Mortgagee may require in the context of the Loan Agreement including without limitation full and correct particulars / statements of all the said Mortgaged Properties, on such frequency and intervals as shall be decided by the Mortgagee;
- 2.13.3 all notices or other documents issued by the Borrower or any of them to its creditors and received by the Borrower or any of them from its creditors.
- 2.13.4 all statements, reports, returns, certificates, accounts, documents, particulars and information as required by the Mortgagee from time to time.

# ARTICLE 3 GRANT, CONVEY AND TRANSFER

3.1 In consideration of the said Sanction Letter and the said Loan Agreement and the grant of the Mortgage Debt by the Mortgagee to the Borrower/Mortgagor and further in consideration of the covenants given by the Mortgagor and the Borrower to the Mortgagee, under the said Sanction Letter and the said Loan Agreement and under these presents, to secure the repayment on the Due Date and in accordance with this Indenture, the Mortgage Debt and in consideration of the covenants given by the Mortgagor and Borrower to the Mortgagee under these presents, the Mortgagor hereby grants, conveys, assures, transfers and assigns unto the Mortgagee the Said Hortgaged Properties (without possession, i.e. the possession will remain





with the Mortgagor) more fully described in the **Part-II of Schedule** written hereunder

- 3.3 AND the Mortgagor doth hereby grant, convey, assure, transfer and assign unto the Mortgagee, the said Mortgaged Properties morefully described in the Part-II of the Schedule written hereunder (without possession, i.e. the possession shall remain with the Mortgagor) which are more fully and particularly described in the Part-II of the Schedule written hereunder without limitation all the proceeds and considerations due to the Borrower AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagors into and upon the said Mortgaged Properties and the building/s constructed or to be constructed on the said Mortgaged Properties AND TO HAVE AND TO HOLD all and singular the said Mortgaged Properties unto and to the use of the Mortgagee subject to the power and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;
- 3.2 The **Borrowers** shall ensure that at no time the market value of the Mortgaged Properties shall always be at least 1.50 times the total outstanding Mortgage Debt secured by the said Mortgaged Properties. The Borrowers shall provide to the Mortgagee an appropriate certificate to the said effect. The Borrower shall repeat such certificates at such frequencies as the Mortgagee may require;
- 3.4 If the Mortgagee is of the opinion that at any time during the subsistence of these presents, the Mortgaged Properties or any of them provided by the Borrower have become inadequate, then upon the Mortgagee advising the Borrower to that effect, the Mortgagor or Borrower shall either themselves provide and furnish or provide and furnish through any of their group



concerns to the Mortgagee to their satisfaction additional security as may be acceptable to the Mortgagee to cover such deficiency;

3.5 Any structures, which shall, from time to time during the continuance of this security, be erected or be in or upon the said Mortgaged Properties and/or the said Building (including the Unit/s thereon) or any part thereof which may be comprised in the security in favour of the Mortgagee or fixed or attached thereto and used or intended to be used in connection with the business of the Borrower, whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the security created by these presents and without any act or action by the Mortgagor and become and be part of the Mortgaged Properties.

## ARTICLE 4 RIGHT OF REDEMPTION

If the Borrower shall duly pay to the Mortgagee the Mortgage Debt, on the Due Date, then and in such case the Mortgagee shall at any time thereafter, upon the request and at the costs (including the stamp duty and registration charges) of the Borrower, re-grant, re-convey, reassure, re-transfer, and release unto the Mortgagor, all and singular the Mortgaged Properties expressed to be hereby granted, conveyed, assured, transferred, assigned or charged or any other assets which may be comprised in these presents unto the Mortgagor/s or as the Mortgagor/s shall direct. Provided also and it is hereby agreed and declared that if the Borrower shall fail to pay to the Mortgagee the Mortgage Debt or any part thereof in the manner provided herein on the Due Date, then and in that event the Mortgaged Properties morefully described in the Part-II of the Schedule written hereunder hereby granted, conveyed, assured, transferred, assigned and charged or expressed





so to be, shall not be redeemed or be redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter.

#### **ARTICLE 5**

#### **REPRESENTATIONS AND WARRANTIES:**

- 5.1 The Mortgagor/ Borrower hereby represent and warrants to the Mortgagee that the said Mortgaged Properties morefully described in the schedule written hereunder and hereinbefore expressed to be granted, conveyed, assigned, transferred, assured and charged are the absolute properties of the Mortgagor and that the Mortgagor has clear and marketable title to the said Mortgaged Properties and they are free from any mortgage, charge or encumbrance and are not subject to any lis pendens, attachment or other process issued by any Court of authority;
- 5.2 The Mortgagor hereby represents to the Mortgagee that the Mortgagor has all the requisite legal power and authority to execute this Deed of Mortgage and carry out the terms, conditions and obligations hereof. There is no prohibition, order, or any suit/s pending before any Court, or Tribunal, which would materially and adversely affect the ability of the Mortgagor to meet and carry out its obligations under these presents;
- 5.3 The Mortgagor hereby represents to the Mortgagee that the Mortgagor is authorized and empowered to enter into and perform under these presents. The execution and delivery by the Mortgagor has been duly authorized by all requisite corporate actions;
- 5.4 The Mortgagor represent that the execution and the performance by the Mortgagor of these presents and the Agreement and any other document



related hereto do not and will not violate in any respect (a) any law, regulation, judgment, decree or order of any Governmental Authority, (b) the constitution documents of the developer, or (c) any agreement, contract or other undertaking to which the Mortgagor is a party or which is binding on the Mortgagor or any of its assets;

5.5 The terms, conditions, covenants and other representations made by the Mortgagor under the Agreement shall be applicable to this Indenture and shall form part of this Indenture and continue to remain binding and in full force and effect;

### **ARTICLE 6**

#### **EVENTS OF DEFAULT**

On the happening of one or more of the events specified as "Events of Default" (hereinafter called "the Event(s) of Default"), the Mortgagee may at its discretion, by a notice in writing to the Mortgagor/Borrower, declare the entire Mortgage Debt payable forthwith and the security created hereunder shall become enforceable: -

- 6.1 If default shall be made by the Borrower's in repayment of the Mortgage Debt on the Due Date;
- 6.2 If default has been committed by the Borrower in payment of the Interest or in the payment of any other amount under these presents as and when the same is due and such default has continued for a period of thirty days after notice in writing with regard thereto has been given by the Mortgagee to the Mortgagor;
- 6.3 The Borrower's failing to pay the Mortgage Debt to the Mortgagee, despite demand having being made on the Mortgagors in that behalf;



- 6.4 If default is committed in the performance or observance of any events enumerated in the said Agreement and /or any obligation, covenant, condition or provision contained in these presents relating to the repayment of Mortgage Debt;
- 6.5 Any information given by the Borrower in their reports and other information furnished by the Borrower and the representations and warranties given/deemed to have been given by them to the Mortgagee is misleading or incorrect in any respect which affect the Mortgagor ability to perform its obligations under this Indenture or the Loan Agreement;
- 6.6 If there is reasonable apprehension that the Borrower are unable to pay its debts or proceedings for liquidation, whether voluntarily or compulsorily, may be or have been commenced;
- 6.7 If the Mortgaged Properties have not been kept insured or they depreclate in value to such an extent, that in the opinion of the Mortgagee further security should be given and on advising the Mortgagor to that effect, such security has not been given to the Mortgagee to its satisfaction;
- 6.8 If without the prior written intimation to the Mortgagee, the Mortgaged Properties morefully described in the schedule written hereunder\_or any part thereof is sold, disposed of, alienated or further charged or encumbered by the Mortgagor or the Mortgagor has acted in a manner which would prejudice the Mortgaged Properties or any part thereof in any manner whatsoever;
- 6.9 The Mortgagor have voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law and/or is voluntarily or involuntarily wound up;
- 6.10 The Mortgagor has taken or suppose to be taken any action for reorganization of its capital, by way of merger, amalgamation or restructuring,



or liquidation or dissolution which affect the Mortgagors ability to perform its obligations under this Indenture or the Loan Agreement;

- 6.11 A Receiver or a Liquidator has been appointed or allowed to be appointed of all or any part of the Mortgaged Properties morefully described in the schedule written hereunder;
- 6.1.2 If an attachment or distraint has been levied on the Mortgaged Properties or any part thereof or any injunction or prohibitory order is passed or certificate proceedings have been taken or commenced for recovery of any dues from the Mortgagor in respect of the Mortgage Properties;
- 6.13 If any extra ordinary circumstances shall have occurred, which would make it improbable for the Mortgagors to fulfill its obligations under these presents;
- 6.14 If the Mortgagor/Borrower ceases or threatens to cease to carry on its business or gives notice of its intention to do so;
- 6.15 If the Borrower are unable to pay its debts under any appropriate Insolvency Laws or if the Borrower/s are carrying on it activities at a loss and it appears to the Mortgagee that continuation of its business will endanger the security hereby created;

#### **ARTICLE 7**

## CONSEQUENCES UPON HAPPENING OF ANY EVENT OF DEFAULT

On the happening of any of the Events of Default and in any of the said cases notwithstanding anything herein contained to the contrary, the following consequences shall follow: -



- 7.1 Mortgage Debt to become due and payable, the whole of the Mortgage Debt shall at once at the option of the Mortgagee shall become immediately payable and in such case all such rights and remedies shall be available to the Mortgagee as would be available to it under the terms of these presents or by law upon default being made in these presents;
- 7.2 Right to enter the Mortgagee may enter upon the Mortgaged Properties and shall quietly possess and enjoy the same, shall receive the rents, interests and profits thereof and without any lawful interruption or disturbance whatsoever by the Mortgagor herein or any of them or any other person or persons AND free from encumbrances and shall (until the Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, 1882, the amounts for the time being due under these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoing accruing due in respect of the Mortgaged Properties or any part thereof during the possession as agent of the Mortgagor and shall appropriate the surplus of the rent, interest and profit over the outgoing as part payment of monies due under these presents on the Mortgage Debt and the covenants hereinbefore contained in that behalf and if there be any surplus, shall appropriate the same in reduction or discharge of the Mortgage Debt hereunder.
- 7.3 Power to sell, lease, let, transfer and mortgage any part / entire Mortgage Properties.

AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Mortgagee, at any time or times hereafter and without any further consent on the part of the Mortgagor, to sell, lease, let, transfer and mortgage the Mortgaged Properties or any of them hereby granted, assigned, transferred and assured or expressed so to be or any part or parts thereof





either together or in parcels; either by public auction or private contracts and either with or without special conditions or stipulations relating to title or evidence of title or otherwise with power to postpone such sale, lease, let, transfer and mortgage from time to time and to buy the Mortgaged Properties or any of them 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 / transfers / conveyances, 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 PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that the power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until:-

- i) Any of the Events of Default as provided hereinabove, has occurred; or
- ii) Default shall have been made in payment of the Mortgage Debt on the Due Date and a notice thereof has been given by the Mortgagee to the Borrower and the Borrower has failed to pay the Mortgage Debt for the space of three months next after a notice in writing as required under the clause (2) Section 69 of the Transfer of Property Act, 1882 and requiring payment of the Mortgage Debt, have been served on the Borrower AND IT IS HEREBY AGREED AND DECLARED a) Any notice or request required to be served or given on the Mortgagor and Borrower shall for the purposes of presents be sufficiently served at the registered office of the either of the Mortgagor or s Borrower or if left or affixed to any part of the registered offices of the Mortgagor or Borrower or any of them and such notice shall also be deemed to be properly and duly effected if it is sent by post in a registered letter addressed to the Mortgagor/Borrower or any of them at the address stated



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above and such services shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal, b) Any notice or request to be given or made to the Parties shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by post to the other party at their respective addresses above written,

c) PROVIDED ALSO AND 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 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 the proviso lastly hereinbefore contained 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 be affected by express notice that no such default has been made 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/Borrower's or any of them in respect of any breach of the provision hereinbefore contained for any irregularity in any such sale shall be in damages only AND IT IS HEREBY AGREED AND DECLARED that upon any such sale as aforesaid the receipt of the Mortgagee for the purchase money of the Mortgaged Properties or any of them sold shall be an





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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 AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Mortgagee shall apply the monies to arise from any such sale in the first instance, to reimburse the Mortgagee itself or pay and discharge all the costs, charges, and expenses attending to or incurred in or about such sale or otherwise in respect of the Mortgaged Properties or any of them and in the next instance to apply such monies in or towards satisfaction of all and singular the monies for the time being owing on the Mortgage Debt and to pay the surplus if any of the said monies unto the Mortgagor/s or any of them AND IT IS HEREBY AGREED AND DECLARED that the Mortgagee shall not be answerable or accountable for any involuntary losses which may be caused in or about the exercise or execution of the aforesaid powers and trusts or any of them AND 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 monies for the time being owing on the security of these presents. AND IT IS HEREBY AGREED AND DECLARED that all other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to the said Mortgaged Properties as if the same were incorporated herein.

7.4 Power to appoint Receiver in respect of any part/ entire Mortgage Properties.

AND IT IS HEREBY AGREED AND DECLARED that the Mortgagee shall have power to appoint in writing a Receiver of the said Mortgaged Properties to receive the rents profits and income thereof under the provisions of Section 69A of the said Transfer of Property Act and in that event shall be at liberty



and entitled to appoint any officer of the Mortgagee or any other person or persons as such Receiver or Receivers by writing signed by the Mortgagee or on its behalf and all the powers provisions and trusts contained in the said Section 69A of the Transfer of Property Act,1882 shall apply to the Receiver or Receivers appointed by the Mortgagee. That the said Receiver shall, by and out of all moneys received by him in the first place pay all the rents, taxes, and revenue, rates, assessments, and outgoings whatsoever affecting the Mortgaged Properties and which shall not be otherwise paid and the expenses of repairing or insuring against loss or damage by fire or riot, the Mortgaged Properties which he may think fit to repair or insure and in the next place pay the expenses of collection and management and deduct and retain for his own use such amount as in the opinion of the Mortgagee and the said Receiver shall be reasonably entitled to for his trouble and in the next place pay to Mortgagee interest from time to time accruing due on the security of these presents in reduction of the mortgage debt due to Mortgagee and shall pay the residue (if any) of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the income of which he is appointed Receiver or who is otherwise entitled to the Mortgaged Properties.

### 7.5 Authority to execute documents in connection with the above

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the reconveyance on the payment of the Mortgage Debt or the conveyance in case of sale, assignment or transfer of the Mortgaged in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be executed by the Mortgagee shall, if executed by authorized officer of the Mortgagee, be deemed as good and effectual as if the Mortgagee had authorized such person to execute the same. The stamp duty, registration





1 8 JUL 2017

charges and costs in respect of the re-conveyance of the Mortgaged Properties shall be borne and paid by the Mortgagor only;

7.6 Right of foreclosure PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything to the contrary contained in Section 67 of the Transfer of Property Act, 1882; in the event of default being made in repayment of the Mortgage Debt or any part thereof, the Mortgagee shall have a right to obtain from the Court a Decree that the Mortgagors or any of them shall be absolutely debarred of their right to redeem the Mortgaged Properties and to file a suit for foreclosure.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

It is hereby further agreed and declared by the Mortgagor and Borrower that:

- 8.1 The obligations of the Mortgagor and Borrower shall also be governed by the provisions contained in the said Agreement and that the same shall be binding upon and ensure to the benefit of each party hereto and its respective successors and assigns;
- 8.2 The power of the Borrower while lawfully in possession of the Mortgaged Properties or any part thereof, has no power to make leases thereof, save and except with the written intimation to the Mortgagee first, obtained on such terms and conditions as the Mortgagee in its may think that it will affect the which affect the Mortgagors ability to perform its obligations under this Indenture or the Loan Agreement and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply to these presents;





8.3 In the event of the Mortgagee holding any other mortgage or a mortgage executed by the Borrower in respect of any other property or properties of the Borrower, the Mortgagee shall be entitled to sue for realization of the Mortgage Debt secured by these presents without being bound to sue on the other mortgage or mortgages on other property or properties of the Borrower although the money secured by the said other mortgage or mortgages had then become due;

8.4 The Mortgaged Properties or any portion thereof being at any time taken up by Government of India or State of West Bengal or by the Municipal Corporation or by the Income-Tax Department or by any other public body for a public purpose, the Mortgagee shall be entitled to receive the compensation which the Mortgagor may be entitled or declared to be entitled and to apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Properties or any of them, shall be conducted by the Mortgagor through the Attorneys of the Mortgagee but if the Mortgagor/s or any of them do not do so, then the Mortgagee shall be entitled to engage another set of Attorneys and the Mortgagor shall repay on demand to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee with interest thereon at the stipulated rate, from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be;

8.5 The Borrower shall pay all costs, charges and expenses between Attorney and Client in anywise incurred or made by the Mortgagee of and incidental to these presents or of and incidental to or in connection with this security as well as for the assertion or defense of the rights of the Mortgagee as for the





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1 8 JUL 2017

protection and security of the Mortgaged Properties hereby granted, transferred, assigned and assured or expressed or intended so to be and for the demand, realization and recovery of the Mortgage Debt secured by these presents or any part thereof or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by the Borrower to the Mortgagee and that until such re-payment the same shall be a charge upon the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be;

- 8.6 For all or any of the aforesaid purposes, mentioned above, under these presents, the Mortgagor hereby appoints the Mortgagee as well as the Receiver to be appointed under these presents to be its attorneys or attorney and in the name and on behalf of the Mortgagor to execute and do all acts, deeds and things which the Mortgagor/s or any of them ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagors in the exercise of all or any of the power(s) by these presents conferred on the Mortgagee or any Receiver or Receivers appointed by it;
- 8.7 The Mortgagee may maintain, in accordance with their usual practice, accounts evidencing the amounts from time to time lent by and owing to them under the Agreement. The Mortgagee shall maintain in their books a control account or accounts in which shall be recorded;
- a) the amount of any advance made under the Agreement;
- b) the amount of any principal or interest due or to become due from the Mortgagor/Borrower to the Mortgagee under the Agreement;
- c) the amount of any sum received or recovered by the Mortgagee under the Agreement and/or these presents and/or security documents executed in favour of the Mortgagee.



OF AS 18 JUL 2017

In any legal action or proceedings arising out of or in connection with the Agreement or under these presents, the entries made in the accounts maintained pursuant to sub-clause (a), (b) and (c) above shall be prima-facie evidence of the existence and amount of obligations of the Mortgagors as therein recorded.

#### **ARTICLE 9**

#### **COST AND CHARGES**

9.1 The stamp duty on this Indenture and / or on all the other documents and writings relating to the creation of the present security as well as further security is and shall be borne and paid by the Borrower. The registration charges and all other costs relating to this Indenture and all other documents and writings relating to the Mortgaged Properties and the securities created or to be created herein shall be also paid by the Borrower;

#### **ARTICLE 10**

#### WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing/available to the Mortgagee upon any default or otherwise hereunder or under any other documents shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy available to the Mortgagee shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Mortgagee. None of the terms of this Indenture / Deed shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.

#### **ARTICLE 11**



#### ASSIGNMENT

The Mortgagors shall not assign or transfer any of its rights and/or obligations under this Indenture except with the Mortgagee's prior written permission.

However, in case of default, the Mortgagee shall be entitled to, without issuing any notice or obtaining any consent from the Mortgagor, sell, assign, securities or transfer the Borrower's right and obligations under this Indenture / Deed with or without any other security in favour of the Mortgagee (including all guarantee/s, if any) to any person ("Intending Assignee") of the Mortgagee's choice in whole or in part and in such manner and on such terms and conditions as the Mortgagee shall decide. Any such sale, assignment, authorisation or transfer shall conclusively bind the Borrower and all other related persons. The Mortgagee shall be further entitled to act as security agent / agent of such Intending Assignee, without issuing any notice or obtaining any consent from the Mortgagor/s, and may at its discretion hold the Mortgaged Properties, whole or in part, for and on behalf of such Intending Assignee or on behalf of itself and any such act of the Mortgagee acting as an agent or security agent of the intending Assignee shall conclusively bind the Borrower and shall not be challenged or disputed by the Borrower and the Mortgagor/Borrower shall not be discharged of their obligations under this Indenture.

#### **ARTICLE 12**

THE BORROWER AND THE MORTGAGEE'S COVENANT:

12.1 That at the request of the Borrower herein, the Mortgagee may release individual units/flats together with proportionate and impartible land share and also common rights in the common areas and facilities of the sald building/premises forming part of the said mortgaged property on such terms as may be agreed between the parties subject to the





maintenance of LTV as may be required by the Mortgagee as mentioned in the said Letter of Sanction and/or the said Agreement and in such event the Mortgagee herein shall release the individual flat/unit forming part of the said properties/mortgaged properties by a letter of release only and no registered Deed of Release shall be executed unless the said loan is fully repaid.

- 12.2 In case any flat/units forming part of the borrower's allocation is/are required to be sold, in such case before entering into any Agreement for Sale, the Mortgagor/Borrower herein shall obtain specific written No Objection from the Mortgagee herein and the Mortgagee shall only grant such NOC on such terms as may be agreed upon by the parties, the Mortgagee shall provide Letter of Release of individual flats/units together with proportionate and imaprtible share of land and also common rights in the common areas and facilities of the said building/premises.
- 12.3 On repayment of the entire dues by the Borrowers to the Mortgagee in terms of the said Loan Agreement, the said Mortgagee shall execute appropriate Deed of Re-conveyance/Release at the cost of the Borrower herein.

# ARTICLE 13 MODIFICATIONS

No amendment or modification to this Indenture will be effective or binding unless it is in writing and executed by the Parties hereto and refers to this Indenture.

ARTICLE 14
INVALIDITY



If at any time any one or more of the provisions (or part thereof) of this Indenture become invalid, illegal or unenforceable in any respect, under any law, the validity, legality and enforceability of the remaining provisions (or parts thereof) shall not in any way be affected or impaired thereby.

#### PART-I

# THE SCHEDULE OF THE ENTIRE PROPOERTIES (out of which 60% undivided share being mortgaged

ALL THAT piece and parcel of land measuring about 0.915 acres equivalent to 55.3575 cottahs, forming part of R.S. Dag nos.3399 (P), 3412 (P), 3413 (P) and 3416 (P) under L.R. Khatian no.3692 in Mouza Gopalpur, J.L. no. 2 under P.S. Rajarhat Gopalpur in the District North 24 Parganas presently known and numbered as municipal holding no.5/148, BL-A, Jagardanga, PIN: 700 136 under municipal ward no. 5 within the limits of the Rajarhat Goplpur Municipality now the Bidhannagar Municipal Corporation together with buildings constructed or any further structure to be constructed thereon and the said land/said premises is butted and bounded as under:

On the North On the East On the South	By R.S Dag no. 3380 By R.S Dag no. 3393 By R.S Dag No. 3394
On the West	By R.s Dag No. 3391

R.S. Dag	L.R.	Land area (ir
	Khatian	decimal)
3399 (Part)		20.00
3412 (Part) 3413 (Part)	3692	42.50
		01.00
3416 (Part)		28.00
	Total:	91.50





18 JUL 2017 "KOTKVI AND the aforesaid land is also delineated in the Map/Plan annexed with this deed and bordered in colour thereon.

# PART -II THE SCHEDULE OF MORTGAGED PROPOERTIES

ALL THAT the undivided 60% share in the said Entire Properties i.e. all that the undivided land measuring about .549 Acres more or less equivalent to 33.2110 Cotttas more or less (out of total land measuring about 0.915 acres equivalent to 55.3575 cottahs), forming part of R.S. Dag nos.3399 (P), 3412 (P), 3413 (P) and 3416 (P) under L.R. Khatian no.3692 in Mouza Gopalpur under P.S. Rajarhat Gopalpur in the District North 24 Parganas presently known and numbered as municipal holding no.5/148, BL-A, Jagardanga under municipal ward no. 5 within the limits of the Rajarhat Goplpur Municipality now the Bidhannagar Municipal Corporation together with undivided 60% borrower's share in the building/structures constructed/being constructed totaling to an area of about 1,47,556 sq.ft. more or less, and also any further superstructure as and when to constructed on the land of the said Premises

### Summery of land dag-wise

R.S. Dag	L.R. Khatian	Land area (in decimal)
3399 (Part)		12.00
3412 (Part)		25.50
3413 (Part)	3692	0.60
3416 (Part)		16.80
	Total	54.90



INDUSTRIAL PARKS & ESTATES LTD. AUTHORISED OFFICE L.I.C. Housing Finance Kolkata Back Office 4, C.R. Avenue, Kol-72 iturales Lio docerkas Director For SALTEE INFRASTRUCTURE D Director





#### SPECIMEN FORM TEN FINGER PRINTS

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IN WITNESS WHEREOF the parties herein execute these presents, on the day and year first hereinabove written in the manner hereafter appearing.

SIGNED,	<b>SEALED</b>	<b>AND</b>	DELIVERED	by	the
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79 SAL LAINT Kolumy 700064.

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**MORTGAGOR** 

2. Suimb Chattuja

SIGNED, SEALED AND DELIVERED by the withinnamed BORROWER

in the presence of:

(Ait- 8 7001)

2. Sumita Chattya

For SALTEE INFRASTRUCTURE LTD

(S.P. BAGLA) (BORROWER)

SIGNED, SEALED AND DELIVERED by withinnamed MORTGAGEE in the presence

of: 1. Carlos Tooi)

AUTHORISED OF L.I.C. Housing Finance Ltd Kolkata Back Office 4, C.R. Avenue, Kol-72

PRABHAKAR RAO)

**Authorised Signatory** LIC Housing Finance Limited

**MORTGAGEE** 

2. Sunda Charley

Identified by: Sri Anand todi Son of Sanwarmal Todi AE-79, Sector-I, Sait lake Post Office Bidhannagar CC Block P.s. Bidhannagar (North) Kolkata-700 064 Occupation: Service

Prepared in my office F/105/2015





18 JUL 2017

### Major Information of the Deed

Deed No :	I-1904-07364/2017	Date of Registration 20/07/2017	
Query No / Year	1904-0001039917/2017	Office where deed is registered	
Query Date	18/07/2017 12:54:43 PM	R.A IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details		Road, Shed No. 8D,Thana : Cossipur, District : North I - 700072, Mobile No. : 9874675401, Status	
Transaction		Additional Transaction	
[0310] Mortgage, Mortgage	without Possession by others	[4308] Other than Immovable Property, ent [No of reement	
Set Forth value	A STATE OF	Market Value	
Rs. 15,00,00,000/-		Rs. 24,54,22,600/-	
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.(Larea		

#### Land Details:

District: North 24-Parganas, P.S.- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:

Sch No	Plot Number	Khatian Number	Land Proposed	Vise ROR	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR-3399	LR-3692	Bastu	Bastu	12 Dec	3,00,00,000/-	3,00,00,000/-	Property is on Road
L2	LR-3412	LR-3692	Bastu	Bastu	25.5 Dec	3,00,00,000/-	3,00,00,000/-	Property is on Road
L3	LR-3413	LR-3692	Bastu	Bastu	0.6 Dec	3,00,00,000/-	3,00,00,000/-	Property is on Road
L4	LR-3416	LR-3692	Bastu	Bastu	16.8 Dec	3,00,00,000/-	3,00,00,000/-	Property is on Road
		TOTAL :			54.9Dec	1200,00,000 /-	1200,00,000 /-	
	Gran	d Total:			54.9Dec	1200,00,000	1200,00,000 /-	

#### Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (in Rs.)	(In Rs.)	
<b>31</b>	On Land L1, L2, L3, L4	147556 Sq Ft.	3,00,00,000/-	12,54,22,600/-	Structure Type: Structure

Gr. Floor, Area of floor: 147556 Sq Ft.,Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total	147556 sq ft	300,00,000 /-	1254,22,600 /-
10101	ITI VOV OU II	200,00,000 /-	1204,22,0001-



## Mortgagor Details:

SI No	Name, Address, Photo, Finger print and Signature
1	SHIVAM INDUSTRIAL PARKS & ESTATES LTD. 26/2B Khagendra Nath Chateerjee Road, P O: Cossipur P.S:- Cossipur, District:-North 24-Parganas West Bengal, ndia, PIN 700072 PAN No. AAGCS8293J Status:Organization, Executed by: Representative Executed ve
2	SALTEE INFRASTRUTURE LTD. AE-40, Sector-1, Saltlake City, P.O:- Bidhannagar CC Block, P.S:- North Bidhannagar District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No AAECS4854R, Status Organization as Confirming Party Executed by: Representative

#### Mortgagee Details:

SI No	
	LIC 4, C.R. Avenue, Hindustan Buildin Ground Floor P.O. Bow Bazar P.S. Bowbazar Kolkata, District: Kolkata West India, PIN 700072 PAN No AAACL 799L, Status Organization Executed ve

Si No	Name,Address,Photo,Finger print and Signature
5	Mr OM Park Strain Control of Cont
2	Mr SURYA PRAKASH BAGLA Son of Late Sree Gopa Bagla AE-40 Sector-1 Saltlake City P O: Bidhannagar CC Block, P S North Bidhannagar District:-North 24-Parganas, West Bengal India P N 700064 Sex: Male By Caste Hindu Occupation Business Citizen of India PAN No. AEBPB4558F Status Representative of SALTEE NFRASTRUTURE LTD
3	Mr PRAB RAO Las Name N PRABHA (Presentant Son of Mr Venkata Rao Nittala 4 C R Avenue, Hindustan Building Ground Floor P O:- Bowbazar P S Bowbazar Kolkata District:-Kolkata West Benga India PIN 700072 Sex: Male, By Caste: Hindu Occupation Service Citizen of: India PAN No. ACKPN9749H Status Representative Re of LIC HOUS NG F NANCE LIMITED (as Authorized

Identifier Details :		
Name & address		
Bengal, India, PIN - 700064, Sex: Male, By	gar CC Block, P.S:- North Bidhannagar, District:-North 24-Parganas, West Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr ON	
TONASTI AGARWAL, MI GURTA FRARA	ASH BAGLA, Mr PRABHAKAR RAO NITTALA	



Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:

No No	gs (Gopelpur), Mouza: Gopelpur Plot & Khatlan Number	Details Of Land
L1	LR Plot No:- 3399(Corresponding RS Plot No:- 3399), LR Khatian No:- 3692	Owner:শিবম ইণ্ডাস্ট্রিয়াল পার্ক ও ইস্টেট, Gurdian:লিমিটেড, Address:নিজ, Classification:বাগান, Area:0.20000000 Acre,
L2	LR Plot No:- 3412(Corresponding RS Plot No:- 3412), LR Khatian No:- 3692	Owner:শিবম ইণ্ডাস্টিয়াল পার্ক ও ইস্টেট, Gurdian:লিমিটেড, Address:নিজ, Classification:বাগান, Area:0.46000000 Acre,
L3	LR Plot No:- 3413(Corresponding RS Plot No:- 3413), LR Khatian No:- 3692	Owner:শিবম ইণ্ডাস্থ্রিয়াল পার্ক ও ইস্টেট, Gurdian:লিমিউড, Address:নিজ, Classification:বাগান, Area:0.01000000 Acre,
L4	LR Plot No:- 3416(Corresponding RS Plot No:- 3416), LR Khatian No:- 3692	Owner:শিবম ইণ্ডাস্ট্রিয়াল পার্ক ও ইন্টেট, Gurdian:লিমিটেড, Address:নিজ, Classification:বাগ্যন, Area:0.28000000 Acre,

## Endorsement For Deed Number : I - 190407364 / 2017

Do 18-07-2017 Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 16:15 hrs on 18-07-2017, at the Private residence by Mr PRABHAKAR RAO NITTALA Alias N PRABHAKAR RAO...

Admission of Execution ( Under Section 55, W.B. Registration Rules, 1952 ). [Representative]

Execution is admitted on 18-07-2017 by Mr OM PRAKASH AGARWAL, Director, SHIVAM INDUSTRIAL PARKS & ESTATES LTD. (Public Limited Company), 26/2B, Khagendra Nath Chateerjee Road, P.O:- Cossipur, P.S:- Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700072

Indetified by Mr Anand Todi, , , Son of Mr Sanwarmal Todi, AE-79, Sector-I, Salt Lake, P.O: Bidhannagar CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by professio Service

Execution is admitted on 18-07-2017 by Mr SURYA PRAKASH BAGLA, Director, SALTEE INFRASTRUTURE LTD. (Public Limited Company), AE-40, Sector-1, Saltake City, P.O:- Bidhannagar CC Block, P.S:- North Bidhannagar, District North 24-Parparas, West Bengal, India, PIN - 700064

Indetified by Mr Anand Todi, , , Son of Mr Sanwarmal Todi, AE-79, Sector-I, Salt Lake, P.O: Bidhannagar CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by profession Service

Execution is admitted on 18-07-2017 by Mr PRABHAKAR RAO NITTALA, , N PRABHAKAR RAO Authorized Signatory, LIC HOUSING FINANCE LIMITED (Public Limited Company), 4, C.R. Avenue, Hindusten Building, Groun Floor, P.O:- Bow Bezar, P.S:- Bowbezar, Kokata, District-Kolkata, West Bengal, India, PIN - 700072



Indetified by Mr Anand Todi, , , Son of Mr Sanwarmal Todi, AE-79, Sector-I, Salt Lake, P.O: Bidhannagar CC Block, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by profession Service

AR

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

#### On 20-07-2017

#### 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.

#### Payment of Foes

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 18/07/2017 4:37PM with Govt. Ref. No: 192017180037134361 on 18-07-2017, Amount Rs: 55,098/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKD0539702 on 18-07-2017, 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 44650, Amount: Rs.50/-, Date of Purchase: 18/07/2017, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/07/2017 4:37PM with Govt. Ref. No: 192017180037134361 on 18-07-2017, Amount Rs: 1,00,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKD0539702 on 18-07-2017, Head of Account 0030-02-103-003-02

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





### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1904-2017, Page from 281899 to 281952 being No 190407364 for the year 2017.



Digitally signed by ASIT KUMAR JOARDER Date: 2017.07.25 17:03:50 +05:30

Reason: Digital Signing of Deed.



(Asit Kumar Joarder) 25-07-2017 17:03:49
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)