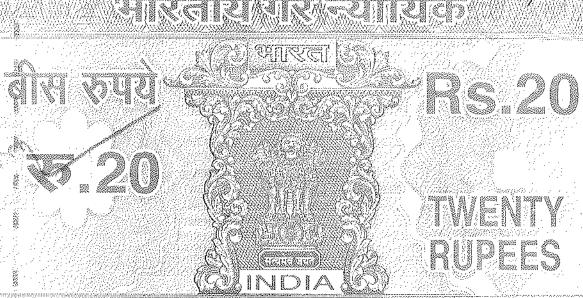
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INDENTURE OF MORTGAGE

(Without possession)

THIS INDENTURE is made at Kolkata on this 7th day of February, 2020 (the "Indenture")

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Sold to Advocate
Address High Court, Calcutta

17 IAN 2020

L.S.V., High Court
Abhijii Sarkar
High Court, As

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BY:

- 1. **METFLOW CORPORATION PRIVATE LIMITED** (PAN: AABCM9444J), an existing company under the Companies Act, 2013 having its registered office at 158A, Picnic Garden Road, Post Office Tiljala, Police Station Tiljala, Kolkata 700039, being represented by its Director, **Mr. Ashok Saraf** (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf
- 2. **WELMET (CALCUTTA) PRIVATE LIMITED** (formerly 'Wellmet Footware Corporation), having its PAN: AAACW2310E, an existing company under the Companies Act, 2013 having its registered office at 158A, Picnic Garden Road, Post Office Tiljala, Police Station Tiljala, Kolkata 700039, being represented by its Director, **Mr. Ashok Saraf** (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf

hereinafter referred to as the **'MORTGAGORS/OWNERS** which expression shall unless the context otherwise requires include its successors and permitted assignees) of the **FIRST PART.**

<u>AND</u>

- 1. SGM BUILDERS PRIVATE LIMITED (PAN : AADCS7096Q) an existing company under the Companies Act, 2013 having its registered office at 2/5, Sarat Bose Road, Police Station Bhawanipore, Post Office Elgin Road, Kolkata 700020, being represented by its Director, Mr. Suhel Saraf (PAN: BCLPS5032A, Aadhar no. 751126110334), son of Mr. Ashok Saraf (Borrower)
- 2. SUGAM GRIHA NIRMAAN LIMITED (PAN: AAECS7354N) an existing company under the Companies Act, 2013 having its registered office at 2/5, Sarat Bose Road, Police Station Bhawanipore, Post Office Elgin Road, Kolkata 700020, being represented by its Director, Mr. Ashok Saraf (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf (Security Provider),

- 3. BANBURY HOMES PVT. LTD. (PAN: AAECS4378L) an existing company under the Companies Act, 2013 having its registered office at 10, Clive Row, Floor V, Room No. 6/1, Police Station Hare Street, Post office GPO, Kolkata 700001, being represented by its authorised signatory, Mr. Ashok Saraf (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf (Security Provider)
- 4. BENGO SALES PRIVATE LIMITED (PAN: AABCB2969F) (previously named as SPECTRUM SALES PROMOTION PRIVATE LIMITED) an existing company under the Companies Act, 2013 having its registered office at 10, Clive Row, Floor V, Room No. 6/1, Police Station Hare Street, Post office GPO, Kolkata 700001, being represented by its authorised signatory, Mr. Ashok Saraf (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf (Security Provider)
- 5. PLEASANT NIRYAT PRIVATE LIMITED (PAN: AABCP7074P) an existing company under the Companies Act, 2013 having its registered office at 35, Armenian Street, 1ST Floor, Kolkata 700001, Police Station Burra Bazar, Post office GPO, Kolkata 700001, being represented by its authorised signatory, Mr. Ashok Saraf (PAN: AJQPS0820D, Aadhar no. 5399 5075 5762), son of Late Santosh Kumar Saraf (Security Provider)

hereinafter collectively referred to as the **DEVELOPERS/BORROWERS/CO-MORTGAGORS** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and to include its successors-in-office , administrators and assigns) of the **SECOND PART.**

The Mortgagors/Owners and the Developers/Borrowers/Co-Mortgagors hereinafter collectively referred to as "Mortgagors" or Security Providers or Obligors

IN FAVOUR OF:

BAJAJ HOUSING FINANCE LIMITED, (PAN: AADCB6018P), a Company incorporated under the provisions of the Companies Act, 1956 and a company within the meaning of Companies Act 2013 & and having its Registered Office at Mumbai-Pune Road, Akurdi, Post Office: Akurdi, Police Station Akurdi, Pune –411035, hereinafter referred to as the "LENDER" or the "SECURED PARTY" or the MORTGAGEE (which expression shall unless the context otherwise requires include its successors and permitted assignees), being represented by its authorised signatory, MR. PINAKI GUPTA (PAN: AJJPG6385J, Aadhar no. 639706506565 son of Chandan Gupta Of the OTHER PART.

WHEREAS:

- (A) By a Deed of Conveyance dated 30-03-1971 registered in the office of RA, Calcutta and recorded in its Book no.I, Volume no. 88, Pages 12 to 18 as Being no. 1263 for the year 1971, M/s. Metflow Corporation Pvt. Ltd. (the Mortgagor/Owner no. 1 herein) purchased and acquired ALL THAT piece and parcel of land measuring about 15 Bighas, more or less, comprised in municipal premises no. 158, Picnic Garden Road under Police Station Tiljala under municipal ward no. 66 within the limits of the Kolkata Municipal Corporation together with structure thereon (hereinafter referred to as the 'Said First Plot').
- (B) By a Deed of Conveyance dated 10-02-1975 registered in the office of RA, Calcutta and recorded in its Book no.I, Volume no. 62, Pages 13 to 30 as Being no. 713 for the year 1975, M/s. Wellmet Metflow Corporation Pvt. Ltd. purchased and acquired ALL THAT piece and parcel of land measuring about 15 Bighas, being municipal premises no. 158A, Picnic Garden Road under Police Station Tiljala under municipal ward no. 66 within the limits of the Kolkata Municipal Corporation together with structure thereon (hereinafter referred to as the 'Said Second Plot').

- (C) The name of the said M/s. Wellmet Metflow Corporation Pvt. Ltd. was changed to M/s. Wellmet (Calcutta) Pvt. Ltd. (the Mortgagor/Owner no. 2 herein)
- The said M/s. Metflow Corporation Pvt. Ltd. & M/s. Wellmet (Calcutta) Pvt. Ltd. (the Mortgagors/Owners herein) while seized and possessed of the Said First Plot and the said Second Plot entered into an Agreement for Sale dated 28th December, 2005 with (1) M/s. SGM Builders Pvt. Ltd., (2) Spectrum Sales Promotion Pvt. Ltd., (3) Bengo Sales Pvt. Ltd., (4) Raiputana Supply Pvt. Ltd. (5) Brightways Merchants Pvt. Ltd., (6) Flexwell Commerce Pvt. Ltd., (7) G.D. Properties Pvt. Ltd. & (8) M/s. Nani Overseas Pvt. Ltd. for sale of ALL THAT land measuring about 15 Bighas, more or less, forming part of the said First Plot and the said Second Plot for the consideration and under the terms and conditions contained therein.
- Subsequently, by a further Agreement dated 29th July, 2009 entered into by and between the said M/s. Metflow Corporation Pvt. Ltd. & M/s. Wellmet (Calcutta) Pvt. Ltd. (the Mortgagors/Owners herein) and the said (1) M/s. SGM Builders Pvt. Ltd., (2) Spectrum Sales Promotion Pvt. Ltd., (3) Bengo Sales Pvt. Ltd., (4) Raiputana Supply Pvt. Ltd. (5) Brightways Merchants Pvt. Ltd., (6) Flexwell Commerce Pvt. Ltd., (7) G.D. Properties Pvt. Ltd. & (8) M/s. Nani Overseas Pvt. Ltd. (Original Purchaser) along with M/s. Pleasant Niryat Pvt. Ltd. (Additional Purchaser) for purchase of ALL THAT land measuring about 15 Bighas forming part of said First Plot and the said Second Plot for the consideration and under the terms and conditions contained therein.
- (F) As per physical survey, said First Plot was found to be measuring about 13 Bigha 3 Cottahs 8 Chittacks and 15 sq.ft. and the said Second Plot was found measuring about 4 Bigha 1 Cottahs 38 sq.ft. and thereafter the M/s. Metflow Corporation Pvt. Ltd. and the said M/s. Wellmet (Calcutta) Pvt. Ltd. executed a Deed of Exchange dated 10th December, 2011 whereby and whereunder the said M/s. Metflow Corporation Pvt. Ltd. and M/s. Wellmet

(Calcutta) Pvt. Ltd. exchanged and transferred certain undivided portion of the said First Plot and the said Second Plot for the purpose of amalgamation of the said two plot into a single premises and the said Deed of Exchange was registered in the office of ARA-I, Kolkata and recorded in its Boo0k no.I, Volume no .24, Pages 91 to 103 as being no. 10740 for the year 2011.

(G) By virtue of the aforesaid Deed of Exchange, the said M/s. Metflow Corporation Pvt. Ltd. and the said M/s. Wellmet (Calcutta) Pvt. Ltd. (the Mortgagors/Owners herein) jointly became the absolute owners of the said two plots which contained a total land measuring about 305 Cottahs 11 Chittacks and 4.3 sq.ft., more or less, comprised in present municipal premises no. 158A, Picnic Garden Road under Police Station Tiljala, municipal ward no. 66 within the limits of the Kolkata Municipal Corporation (hereinafter referred to as the 'Said Premises/Project Land') together with structure thereon subject to the aforesaid subsisting agreements for sale with the said (1) M/s. SGM Builders Pvt. Ltd., (2) Spectrum Sales Promotion Pvt. Ltd., (3) Bengo Sales Pvt. Ltd., (4) Raiputana Supply Pvt. Ltd. (5) Brightways Merchants Pvt. Ltd., (6) Flexwell Commerce Pvt. Ltd., (7) G.D. Properties Pvt. Ltd. & (8) M/s. Nani Overseas Pvt. Ltd. and (9) M/s. Pleasant Niryat Pvt. Ltd.

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(Calcutta) Pvt. Ltd. (the Mortgagors/Land Owners no. 1a & 1b herein) decided to develop the said Premises through the said Agreement Holders and entered into a Development Agreement dated 5th October, 2013 with the said (1) M/s. SGM Builders Pvt. Ltd. (2) Spectrum Sales Promotion Pvt. Ltd., (3) Bengo Sales Pvt. Ltd., (4) Raiputana Supply Pvt. Ltd. (5) Brightways Merchants Pvt. Ltd., (6) Flexwell Commerce Pvt. Ltd, (7) G.D. Properties Pvt. Ltd. & (8) M/s. Nani Overseas Pvt. Ltd. and (9) M/s. Pleasant Niryat Pvt. Ltd.. (hereinafter referred to as the 'Said Developers') for the development, construction and completion of the project named and known as 'Sugam Habitat' on the land of the said Premises/Project Land as per the sanctioned building plan/s of the concerned authority/ties on the terms and conditions

contained therein, after demolishing the old structure, and the said Development Agreement was registered in the office of ARA-I, Kolkata and recorded in its Book no.I, Volume no. 18, Pages 8152 to 8176 as Being no. 09598 for the year 2013.

- (I) The said Development Agreements, inter alia, provided that the said Developers shall be entitled to sell and transfer and/or alienate the flats/apartments and other spaces forming part of the developer's allocation and the Land Owners (the Mortgagor nos. 1 & 2 herein) shall be entitled to own and use the flats/apartments and other spaces forming part of the owners' allocation as detailed in the Said Development Agreement.
- (J) By an Order dated 11th April, 2016 passed by the Hon'ble Justice I.P. Mukherjee in Company Petition no. 431 of 2015 connected with Company Application No. 345 of 2015 in the High Court at Calcutta, the said M/s. Nani Overseas Pvt. Ltd., M/s. G.D. Properties Pvt. Ltd., M/s. Raiputana Supply Pvt. Ltd., M/s. Brightways Merchants Pvt. Ltd. and M/s. Flexwell Commerce Pvt. Ltd. duly amalgamated with M/s. Sugam Griha Nirman Ltd.
- (K) Subsequently, the said Spectrum Sales Promotion Pvt. Ltd. changed its name to Banbury Homes Private Limited as per provision of the Companies Act, 2013 vide Certificate of Incorporation issued by the Registrar of Companies.
- Consequent to amalgamation of the companies as aforesaid, the said (1) M/s. SGM Builders Pvt. Ltd., (2) M/s. Sugam Griha Nirman Ltd., (3) Banbury Homses Pvt. Ltd., (4) Bengo Sales Pvt. Ltd. & (5) Pleasant Niryat Pvt. Ltd. (the Developers/Borrowers/Co-Mortgagors herein) are the developers of the said project and in terms of the said Development Agreement, the (1) M/s. SGM Builders Pvt. Ltd., (2) M/s. Sugam Griha Nirman Ltd., (3) Banbury Homes Pvt. Ltd., (4) Bengo Sales Pvt. Ltd. & (5) Pleasant Niryat Pvt. Ltd. (the Developers/Borrowers/Co-Mortgagors herein) caused building plan/s

sanctioned by Kolkata Municipal Corporation and commenced construction of the said project

- Pursuant to the Loan agreement dated 27th January 2020 entered into amongst *inter alia*, the Developers/Borrowers/Co-Mortgagors and the Lender (the "Facility Agreement"), the SGM Builders Pvt. Ltd., (Developer/Borrower no. 1 herein) have availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "Facility"), for a loan amount of Rs. 34,00,00,000/- (Rupees Thirty-Four Crores Only)
- (N) One of the conditions of the Facility Agreement is that the Facility with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and exclusive Registered Mortgage with respect to certain specified unsold units in the project forming part of the developers' allocation and the properties appurtenant thereto i.e. the Mortgaged Properties (defined below)
- (O) The Mortgagors/Security Providers and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage with respect to the said Properties which are more fully described in the **Schedule -2** written hereunder.

NOW THIS INDENTURE WITNESSESAND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

1. **DEFINITIONS**

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreement. In addition:

Current Assets shall have the meaning ascribed to it under Section 5(v) (*Grants and Transfers*).

Final Settlement Date shall mean the date on which all Secured Liabilities in respect of the Facility owed to the Secured Party by the Security Providers/Borrowers has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Security Providers/Borrowers, under or pursuant to the Financing Documents.

"First Mortgaged Properties" shall have the meaning set forth in Clause 5 (i) of this Indenture.

"Fourth Mortgaged Properties" shall have the meaning set forth in Clause 5 (iv) of this Indenture.

Insurance Contracts shall mean collectively the insurance contracts and policies, more particularly described in Schedule 2 (*Insurance Contracts*) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

Maximum Lending Rate shall have the meaning ascribed to it in Section 13(b)(viii) (*Reimbursement with Interest*).

"Mortgaged Properties" means the Specifically Mortgaged Properties and the Current Assets but shall not mean or include those properties and assets that are released or granted NOC by the Secured Party for transfer to an intending buyer/transferee.

Person shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

"Second Mortgaged Properties" shall have the meaning set forth in Clause 5 (ii) of this Indenture.

Secured Liabilities shall mean the Facility or part of the Facility that has been secured by the Mortgaged Properties.

"Specifically Mortgaged Properties" shall mean collectively the First

Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"Third Mortgaged Properties" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

2. CONSTRUCTION

In this Indenture:

- (a) Reference to an account includes a reference to any sub-account of that account;
- (b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and
- (d) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (e) Any consent required to be provided by the any Party shall mean the prior written consent of the concerned Party; and
- in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.
- (g) The principles of interpretation set forth in Section 1.2 of the Facility Agreement shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

3. BENEFIT OF INDENTURE

The Secured Party shall hold the Security Interest created by the Security Providers/Mortgagors in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Providers pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Security Providers under the Finance Documents on or prior to the Final Settlement Date.

4. COVENANT TO PAY

Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Providers covenant to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

5. GRANT AND TRANSFERS

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Mortgagors/Security Providers doth hereby grant, assure, charge and mortgage (without possession, i.e. the possession shall remain with the Mortgagors) unto the Lender acting for its benefit by way of continuing security:

(i) all and singular the rights and interest of the Mortgagor in the premises, more particularly described in **Schedule 1 hereto**, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all proportionate undivided share in the common areas relating to the said immovable property of each of the Obligors set against their name in Schedule 1 hereof, including appurtenances whatsoever to the premises and the proportionate

undivided appurtenant share in the said land or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "First Mortgaged Properties"), TO HAVE AND TO HOLD by way of security all and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely for the period and on the terms and conditions as contained herein.

- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors/Mortgagors, in, to, under all assets of the Obligors relating to the First Mortgaged Properties including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors in respect thereof (the "Second Mortgaged Properties") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Obligors to commence and conduct in the name of the respective Obligors, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Obligors and pertaining to Second Mortgaged Properties and all other claims of the Obligors under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above description whether presently in existence or acquired hereafter, TO HAVE AND TO HOLD by way of security all and singular the Second Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely for the period and on the terms and conditions as contained herein.
 - (iii) all the rights, interest, claims and benefit in the Escrow Account

required to be created by the Issuer and/or Security Providers under any Transaction Documents, all cash flows relating to the First or Second Mortgaged Properties, more particularly the Receivables and Obligors' share of the First or Second Mortgaged Properties in the Project, and including all insurance proceeds, book debts, all cash flows, all bills, whether documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Mortgagors/Obligors in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid escrow account whether presently in existence or acquired hereafter (collectively, the "Third Mortgaged Properties") TO HAVE AND TO HOLD by way of security all and singular the Third Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely for the period and on the terms and conditions as contained herein.

- (iv) all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "Fourth Mortgaged Properties") by way of registered mortgage in accordance with the terms of the Finance Documents;
- (v) by way of floating charge by way of hypothecation, all the Scheduled receivables from sold and unsold units of the Project and all insurance

proceeds, both present and future cash flows of the Project (collectively, the "Current Assets") by way of registered mortgage in accordance with the terms of the Finance Documents; and

6. CONVERSION OF FLOATING CHARGE

The mortgage created over the Current Assets pursuant to Section 5 (v) above shall be a floating charge which shall be automatically and without prior notice by the Secured Party to the Developer/Borrower, be converted into a fixed charge upon the occurrence and continuance of any Event of Default which has not been cured within the relevant cure period or waived.

7. RANKING

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and shall have exclusive charge.

8. SECURITY

8.1 Continuing Security

The security created by or pursuant to these presents:

- is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagors/Security Providers of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;
- (b) is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and

(c) may be enforced against the Security Providers without first having recourse to any other rights of the Secured Party.

8.2 Other Security

This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Security Providers or any other Person in respect of the Secured Liabilities.

8.3 Cumulative Powers

The powers conferred by this Indenture on the Secured Party/Mortgagee and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised as often as the Secured Party or the receiver thinks appropriate in accordance with these presents; the Secured Party or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Security Provider acknowledges that the respective powers of the Secured Party and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Party or receiver as relevant.

8.4 Avoidance of Payments

If any amount paid by the Security Providers/Mortgagors in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Security Provider or otherwise; or (b) required to be shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Providers or any other Person, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes

liable to be returned to the Security Providers or any other claimant by the Secured Party.

9. INTENTIONALLY LEFT BLANK

10. EASEMENTS

For the consideration aforesaid the Security Providers/Mortgagors doth hereby grant full and free rights and liberty in the Mortgaged Properties as and by 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 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/Borrowers shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Security Providers, release unto the Security Providers or as the Security Providers 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 release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

12. REPRESENATIONS 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/Mortgagors further confirm and warrant that:
 - (i) The Security Providers/Mortgagors are lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties as Developer's Allocation under a development agreement and the ownership of proportionate share in land and other rights of land owners shall be transferred by the land owners;
 - (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 Providers' 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 Providers (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 Providers purport to grant charges and assignments pursuant hereto and according to the nature and tenure of each such Mortgaged Properties respectively;
- (vii) All necessary and appropriate recordings and filings have been and/or shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken at the appropriate time permitted by law so that this Indenture creates effective security on all right, title, estate and interest of the Security Providers 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.
- (ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

13. COVENANTS AND PERMITTED USE

(a) The Security Providers/Mortgagors 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 covenant 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 Providers 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, 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 Mortgaged Properties or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Security Providers 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/Mortgagors 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 Providers in respect of the Mortgaged Properties or any part thereof or the carrying out by the Security Providers 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 Providers 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 Providers and would affect the security created hereunder.

(iv) Maintenance of assets

The Security Providers/Mortgagors shall at all times upon completion of construction and at its own cost and expense keep and maintain the unsold flats comprised in 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/Mortgagors 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 comprise therein 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 Providers 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 Providers*

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 comprised within the Mortgaged Properties 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.

(viii) 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 Providers will pay to the Secured Party the amount thereof with interest as aforesaid 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 for rupee loans prevailing at the time of any such payment by the Secured Party, whichever is higher (the "Maximum Lending Rate"), from the date of payment by the Secured Party until the date of repayment by the Security Providers; and

(ix) Receipts and other documents

Deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture. The Security Providers/Mortgagors hereby confirm the provision of Section 12 (*Representations and Warranties*) hereof and undertakes that during the subsistence of the Security created by the Security Providers in favour of the Secured Party, the Security Providers 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 Providers will promptly upon receiving a request from the Secured Party:

- (a) execute a valid legal mortgage in English form (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property, related to and within the Mortgaged Properties, presently or in the future belonging to the Security Providers and which is not hereby effectively charged or secured;
- (b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage 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/Mortgagors 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, assured and charged or expressed so to be shall not be redeemed or be redeemable by the Security Providers 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/Mortgagors or such person or persons shall have given to the Secured Party one day'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 Providers 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 day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement 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 day'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 Providers:

- (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 installment 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;
- 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;
- 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 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 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:

- Subject to sub-clause 4(b) below, following the happening of a (a) Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Providers, 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:
 - 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 Providers; and

- (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;
- No purchaser or other person dealing with the Secured Party and/or (c) 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 Providers 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 Providers 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 Providers /Mortgagors to retain possession of and the Security Providers 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 Providers 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, 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, entitles 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 in respect of the Mortgaged Properties (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 Providers and any other Person connected with the Mortgaged Properties or pay any compensation or incur any obligation which the Secured Party or the receiver shall consider fit 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;
- (iv) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;
- (v) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies

of or otherwise dispose of any part of the Mortgaged Properties 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 Providers or otherwise;

- (vi) 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;
- (vii) 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;
- (viii) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances in respect of the Mortgaged Properties 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;
- (ix) to settle, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is a creditor of the Security Providers and relating in any way to the Mortgaged Properties or any part thereof;
- (x) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged

Properties or any part thereof as the receiver shall consider fit:

- (xi) to 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;
- (xii) 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 Providers;
- (xiii) 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;
- (xiv) 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;
- (xv) 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
- (xvi) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Providers 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;
- The Secured Party/Mortgagee from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Secured Party shall not be bound in any case to require any such security;
- (g) The Secured Party/Mortgagee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Security Providers shall or shall not be in liquidation;
- (h) 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 Providers 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/Mortgagors 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 Providers 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 fallure 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 Providers/Mortgagors 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 Providers/Mortgagors 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.
- 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 Providers undertake 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 Providers receive notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Providers, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.

22. INDEMNITY

The Secured Party/Mortgagee 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 by the Security Provider to be done in anywise relating to the Mortgaged Properties.

23. SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY

23.1 Appointment

The Security Providers/Mortgagors hereby appoint the Secured Party as well as each receiver:

- (a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Providers to act and execute all deeds and things which the Security Providers are authorized to execute and do under the covenants and provisions herein contained,
- (b) to generally to use the name of the Security Providers 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;

- to execute on behalf of the Security Providers at the cost of the Security Providers 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 Providers at the cost of the Security Providers 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 Providers 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 Providers fails to comply with the instructions of the Secured Party under this Indenture.

23.2 Ratification

The Security Providers/Mortgagors covenant 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 any 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 Providers, 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 Providers/Mortgagors and the Secured Party/Mortgagee 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 now or hereafter held by the Secured Party.

26.4 No Légal 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 prescribed in Clause 21 (*Notices*) of the Standard Terms and the said Clause shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full.

26.7 Provisions Severable

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

27. INCONSISTENCY

If there is any inconsistency between: (i) the rights and the obligations of the Security Provider in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Security Providers in relation to the Finance Documents, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Security Provider under these presents are consistent with the rights and obligations of the Security Providers/Borrower under the Finance Documents.

28. GOVERNING LAW

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

29. JURISDICTION

29.1 Jurisdiction

The Secured Party/Mortgagee reserve the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or any other Debt recovery laws available to the Secured

Party from time to time.

29.2 Waiver of Objection

The Security Providers/Mortgagors waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at Pune and any claim that any such Proceedings have been brought in an inconvenient forum and further agrees that a judgment in any Proceedings brought in the courts and tribunals at Pune shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

29.3 Right to take Proceedings in other Jurisdictions

Nothing contained in this Section 29 (*Jurisdiction*), shall limit any right of the Secured Party to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Providers submit to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

29.4 General Consent

The Security Providers/Mortgagors hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such

Proceedings.

29.5 Waiver of Immunity

To the extent that the Security Providers may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Providers/Mortgagors hereby agree not to claim and hereby waives such immunity.

SCHEDULE 1 MORTGAGED PROPERTIES

(a) Exclusive first charge by way of a registered mortgage of the following property:

The Secured Obligations and the performance by the Obligors and Promoters of their obligations in relation thereto, shall be secured by the Security in favour of the Secured Party. The Security shall include:

ALL THAT the following unsold units in the Project **"Sugam Habitat"** admeasuring 1,80,143 sq. ft. Super built up area forming part of the developer's allocation

S. No.	Fiat No.	Block	Area (SBU)	BHK Type
1	1-GB	BLOCK-1	1525	3
2	1-1C	BLOCK-1	1592	3
3	1-3C	BLOCK-1	1597	3
4	1-1E	BLOCK-1	1592	3
5	1-2E	BLOCK-1	1584	3
6	1-3E	BLOCK-1	OCK-1 1597	
7	1-4E	BLOCK-1	1592	3
8	1-5E	BLOCK-1	1584	3
9	1-6E	BLOCK-1	BLOCK-1 1597	
10	1-7E	BLOCK-1	OCK-1 1592	
11	1-1F	BLOCK-1	1592	3
12	1-2F	BLOCK-1	1597	3

S. No	Flat No.	Block	Area (SBU)	BHK Type
31	3-G8	BLOCK-3	1001	2
32	3-2C	BLOCK-3	1641	3
33	3-GC	BLOCK-3	1525	3
34	3-3E	BLOCK-3	1600	3
35	3-1F	BLOCK-3	1597	3
36	3-GF	BLOCK-3	1525	3
37	4-6A	BLOCK-4	1975	4
38	4-18	BLOCK-4	1347	3
39	4-4B	BLOCK-4	1347	3
40	4-6B	BLOCK-4	1347	3
41	4-7B	BLOCK-4	1347	3
42	4-GA2	BLOCK-4	896	2

13	1-7F	BLOCK-1	1592	3
14	1-GA1	BLOCK-1	883	2
15	1-GA2	BLOCK-1	1001	2
16	2-7B	BLOCK-2	1592	3
17	2-1C	BLOCK-2	1592	3
18	2-1E	BLOCK-2	1592	3
19	2-2E	BLOCK-2	1584	3
20	2-3E	BLOCK-2	1597	3
21	2-4E	BLOCK-2	1592	3
22	2-5E	BLOCK-2	1584	3
23	2-6E	BLOCK-2	1597	3
24	2-1F	BLOCK-2	1592	3
25	2-3F	BLOCK-2	1584	3
26	2-GF	BLOCK-2	1525	3
27	2-7A1	BLOCK-2	1020	2
28	2-GA1	BLOCK-2	954	2
29	3-3A	BLOCK-3	1975	4
30	3-GA	BLOCK-3	883	2

43	4-GB	BLOCK-4	1238	3
44	4-1F	BLOCK-4	1304	3
45	5-GA1	BLOCK-5	954	2
46	5-2A2	BLOCK-5	993	2
47	5-GA2	BLOCK-5	954	2
48	5-38	BLOCK-5	1347	3
49	5-6B	BLOCK-5	1347	3
50	5-7B	BLOCK-5	1347	3
51	5-GB	BLOCK-5	1238	2
52	5-1C	BLOCK-5	1316	3
53	5-2C	BLOCK-5	1304	3
54	5-3C	BLOCK-5	1316	3
55	5-1D1	BLOCK-5	993	3
56	5-3D2	BLOCK-5	993	2
57	5-1D2	BLOCK-5	993	2
58	5-6D2	BLOCK-5	993	2
59	6-GA1	BLOCK-6	1001	2
60	6-GA2	BLOCK-6	883	2

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S. No	Flat No.	BLOCKNAME	Area (SBU)	BHK Type
61	6-1B	BLOCK-6	1316	3
62	6-2B	BLOCK-6	1316	3
63	6-4B	BLOCK-6	1316	3
64	6-7B	BLOCK-6	1316	3
65	6-1C	BLOCK-6	1316	3
66	6-2C	BLOCK-6	1304	2
67	6-3C	BLOCK-6	1316	3
68	6-4C	BLOCK-6	1316	3
69	6-5C	BLOCK-6 ,	1304	3
70	6-7C	BLOCK-6	1316	3
71	6- 1D1	BLOCK-6	993	2
72	6- 2D1	BLOCK-6	993	2
73	6- 3D1	BLOCK-6	993	2
74	6- 4D1	BLOCK-6	993	2
75	6- 5D1	BLOCK-6	993	2
76	6-	BLOCK-6	993	2

S. No	Fiat No.	BLOCKNAME	Area (SBU)	BHK Type
94	7-2E	BLOCK-7	1566	3
95	7-3E	BLOCK-7	1554	3
96	7-4E	BLOCK-7	1562	3
97	7-7E	BLOCK-7	1562	3
98	7-18	BLOCK-7	1562	3
99	7-2B	BLOCK-7	1554	3
100	7-3B	BLOCK-7	BLOCK-7 1566	
101	7-48	BLOCK-7 1562		3
102	7-58	BLOCK-7	BLOCK-7 1554	
103	7-6B	BLOCK-7	1566	3
104	7-7B	BLOCK-7	1562	3
105	7-1C	BLOCK-7	1562	3
106	7-2C	BLOCK-7	BLOCK-7 1566	
107	7-3C	BLOCK-7 1554		3
108	7-4C	BLOCK-7 1562		3
109	7-5C	BLOCK-7	1566	3

	7D1			
77	6-1E	BLOCK-6	1347	3
78	6-2E	BLOCK-6	1304	3
79	6-3E	BLOCK-6	1347	3
80	6-4E	BLOCK-6	1347	3
81	6-5E	BLOCK-6	1304	3
82	6-6E	BLOCK-6	1347	3
83	6-7E	BLOCK-6	1347	3
84	6-1F	BLOCK-6	1316	3
85	6- 1D2	BLOCK-6	993	2
86	6- 2D2	BLOCK-6	993	2
87	7-1A	BLOCK-7	1884	4
88	7-2A	BLOCK-7	1962	4
89	7-3A	BLOCK-7	1962	3
90	7-4A	BLOCK-7	1962	4
91	7-5A	BLOCK-7	1962	4
92	7-7A	8LOCK-7	1962	3
93	7-1E	BLOCK-7	1562	3

110	7-6C	BLOCK-7	1554	3
111	7-7C	BLOCK-7	1562	3
112	7-10	BLOCK-7	1888	3
113	7-2D	BLOCK-7	1966	3
114	7-3D	BLOCK-7	1966	4
115	7- 4 D	BLOCK-7	1966	4
116	7-5D	BLOCK-7	1966	4
117	7-6D	BLOCK-7	1966	4
118	7-7D	BLOCK-7	1966	4
119	7-1F	BLOCK-7	1562	3
120	7-2F	BLOCK-7	1554	3
121	7-3F	BLOCK-7	1566	3
122	7-4F	8LOCK-7	1562	3
123	7-5F	BLOCK-7	1554	3
124	7-6F	BLOCK-7	1566	3
125	7-7F	7-7F BLOCK-7		3
		Total	180143	

constructed by the Borrowers /Developers in the said Project Land/Said Premises being land measuring about 305 Cottahs 11 Chittacks and 4.3 sq.ft., more or less, comprised in present municipal premises no. 158A, Picnic Garden Road, Kolkata 700039 under Police Station Tiljala, municipal ward no. 66 within the limits of the Kolkata Municipal Corporation together with proportionate undivided and impartible share of land of the said premises along with common rights in the common areas and facilities of the said building/said premises and the said premises is butted an bounded as under:

On the North: Others Properties

On the East : By Pond

On the South: Picnic Garden Road
On the West: By common passage

Floor wise area

Floor	Area in sq.ft. (s.ba)
Ground Floor	17986
1 st floor	34403

2 nd floor	24781	
3 rd floor	27430	
4 th floor	19679	
5 th floor	15371	
6 th floor	16855	
7 th floor	23638	•

(b) Exclusive first charge by way of hypothecation over the receivables arising out of the assets mentioned herein above along with the following properties:

Sold Unit

Sr. No.	Block Name	Flat no.	Configuration 2/3 BHK	Area of Flat (Sq. Ft.)	Total value	Received till date	Committed receivables on sold stock
1	BLOCK-1	1-7A	4	1975	91,53,573	61,94,372	29,59,201
2	BLOCK-3	3-3D	3	1433	84,77,516	70,54,797	14,22,719
3	BLOCK-5 ,	5-7D1	2	993	64,94,465	49,48,600	15,45,865
4	BLOCK-5	5-4C	3	1316	86,62,786	72,43,872	14,18,914
5	BLOCK-1	1-5A	4	1975	91,53,573	62,31,228	29,22,345
6	BLOCK-2	2-6D	3	1421	84,71,604	58,32,740	26,38,864
7	BLOCK-4	4-7D	3	1433	84,43,731	49,98,549	34,45,182
8	BLOCK-2	2-7A2	2	1020	64,94,780	44,85,122	20,09,658
9	BLOCK-6	6-5B	3	1316	88,01,320	64,65,032	23,36,288
10	BLOCK-3	3-5F	3	1597	75,45,733	46,12,754	29,32,979
11	8LOCK-4	4-3E	3	1304	82,50,438	68,94,329	13,56,109
12	BLOCK-4	4-1E	3	1304	83,81,780	69,23,189	14,58,591
13	8LOCK-4	4-3B	3	1347	83,54,912	69,54,619	14,00,293
14	8LOCK-4	4-2B	3	1304	80,66,356	67,13,476	13,52,880
15	BLOCK-4	4-5B	3	1304	84,18,152	72,53,768	11,64,384
16	BLOCK-5	5-2E	3	1316	88,86,794	67,79,095	21,07,699
17	BLOCK-6	6A	4	1975	1,04,17,526	60,78,816	43,38,710
18	BLOCK-2	2-2A1	2	1020	66,73,654	48,07,403	18,66,251
19	BLOCK-5	5-2F	3	1304	88,48,220	73,28,416	15,19,804
20	BLOCK-1	1-5C	3	1584	75,17,995	56,53,393	18,64,602
21	BLOCK-3	3-31	3	1584	81,85,689	17,94,870	63,90,819
22	BLOCK-6	5A ·	4	1975	1,02,76,601	61,00,000	41,76,601
23	8LOCK-5	5-6A2	2	993	64,39,369	55,69,564	8,69,805
24	BLOCK-6	6-6D2	2	993	70,89,602	59,32,252	11,57,350
25	BLOCK-2	2-2 F	3	1597	81,66,671	26,98,104	54,68,567
26	BLOCK-6	7A	4	1975	1,04,17,526	40,00,000	64,17,526

27	BLOCK-6	6-2A	4	1975	1,25,77,171	1,05,19,033	20,58,138
28	BLOCK-2	2-1D	3	1433	96,80,095	73,85,451	22,94,644
29	BLOCK-1	1-3A	4	1975	98,02,415	81,12,456	16,89,959
30	BLOCK-3	3-2F	3	1597	82,49,008	7,97,154	74,51,854
31	BLOCK-6	4A	4	1975	1,02,62,509	63,00,000	39,62,509
32	BLOCK-5	5-3D1	2	993	62,29,178	52,00,901	10,28,277
33	BLOCK-5	5-7C	3	1316	86,98,164	53,59,675	33,38,489
34	BLOCK-1	1-4C	3	1592	75,48,621	56,75,209	18,73,412
35	BLOCK-1	1-4D	3	1433	92,43,293	73,83,176	18,60,117
36	BLOCK-3	3-6E	3	1600	1,06,44,780	87,31,603	19,13,177
37	BLOCK-5	5-5D2	2	993	63,39,752	52,75,884	10,63,868
38	BLOCK-6	6-4F	3	1316	87,49,166	72,17,815	15,31,351
39	BLOCK-6	7F	3	1316	65,92,605	50,00,000	15,92,605
40	BLOCK-2	2-5B	3	1597	1,02,61,975	85,80,919	16,81,056
41	BLOCK-2	2-6A2	2	982	67,71,292	51,00,000	16,71,292
42	BLOCK-1 .	1-6C	3	1597	75,78,000	51,83,708	23,94,292
43	BLOCK-4	4-2C	3	1316	82,49,658	62,48,135	20,01,523
44	BLOCK-1	1-1D	3	1433	90,00,900	68,59,077	21,41,823
45	BLOCK-2	2-68	3	1584	76,56,033	63,51,624	12,94,409
46	BLOCK-2	2-5A2	2	1030	63,54,947	52,81,611	10,73,336
47	BLOCK-4	4-2D	3	1421	86,43,789	62,58,931	23,84,858
48	BLOCK-2	2-1A1	2	1020	66,52,273	55,58,545	10,93,728
49	BLOCK-5	5-1E	2	1316	89,00,076	74,45,620	14,54,456
50	BLOCK-3	3-1C	3	1584	1,00,15,741	83,72,665	16,43,076
51	BLOCK-6	6-702	2	993	70,85,873	57,05,351	13,80,522
52	BLOCK-1	1-6D	3	1421	67,60,399	55,85,073	11,75,326
53	BLOCK-3	3-2B	3	1641	76,01,796	65,65,000	10,36,796
54	BLOCK-4	4-4C	3	1316	82,25,145	68,43,809	13,81,336
55	BLOCK-5	5-4E	3	1316	82,99,793	69,35,329	13,64,464
56	BLOCK-6	6-6C	3	1316	93,40,762	82,79,563	10,61,199
57	BLOCK-3	3-2A	4	1975	90,90,771	66,02,300	24,88,471
58	BLOCK-3	3-4C	3	1584	1,00,81,038	76,80,312	24,00,726
59	8LOCK-5	5-4F	3	1316	84,77,911	70,86,519	13,91,392
60	BLOCK-2	2-1B	3	1592	1,08,61,220	15,68,449	92,92,771
61	BLOCK-3	3-7D	3	1433	88,88,556	73,87,705	15,00,851
62	BLOCK-2	2-4C	3	1592	81,62,906	4,21,655	77,41,251
63	BLOCK-6	6-4D2	2	993	67,58,780	54,91,100	12,67,680
64	BLOCK-6	6-5D2	Ž	993	71,78,584	55,05,769	16,72,815
65	BLOCK-2	2-5F	3	1597	81,80,892	37,00,256	44,80,636

66	BLOCK-2	2-6A1	2	982	65,59,985	45,16,957	20,43,028
67	BLOCK-2	2-7C	3	1592	1,10,03,812	78,83,608	31,20,204
68	BLOCK-1	1-5B	3	1597	82,18,453	68,16,089	14,02,364
69	BLOCK-2	2-4A2	2	1020	62,16,940	51,65,874	10,51,066
70	BLOCK-2	2-2B	3	1597	81,88,567	3,29,900	78,58,667
71	BLOCK-3	3-7A	4	1975	1,27,31,167	1,06,19,100	21,12,067
72	BLOCK-7	7-5E	3	1566	1,09,18,818	33,74,451	75,44,367
73	BLOCK-2	2-3A2	2	982	60,33,586	50,13,432	10,20,154
74	BLOCK-6	6-6F	3	1304	86,97,781	72,74,572	14,23,209
75	BLOCK-3	3-1B	3	1584	1,06,29,650	30,00,000	76,29,650
76	BLOCK-2	2-48	3	1592	81,34,670	67,60,230	13,74,440
77	BLOCK-1	1-2B	3	1597	81,88,567	4,90,665	76,97,902
78	BLOCK-5	5-1A2	2	993	65,56,103	29,96,140	35,59,963
7 9	BLOCK-5	5- 5 C	3	1304	83,51,608	11,00,000	72,51,608
80	BLOCK-4	4-4F	3	1304	61,31,553	50,50,000	10,81,553
81	BLOCK-5₄	5-5E	3	1316	87,70,317	73,08,731	14,61,586
82	BLOCK-5	5-3A2	2	993	65,72,424	54,92,663	10,79,761
83	BLOCK-4	4-7A	4	1975	1,41,85,327	14,00,000	1,27,85,327
84	BLOCK-4	4-4A	4	1975	90,54,081	75,75,000	14,79,081
85	BLOCK-5	5-5A2	2	993	64,18,586	53,42,494	10,76,092
86	BLOCK-5	5-7E	3	1316	89,31,877	74,72,600	14,59,277
87	BLOCK-1	1-6A	4	1975	1,06,49,975	88,19,073	18,30,902
88	BLOCK-2	2-2A2	2	1030	62,54,543	42,99,859	19,54,684
89	BLOCK-5	5-5A1	2	993	62,12,047	. \$1,61,157	10,50,890
90	BLOCK-5	5-6C	3	1316	86,91,780	66,28,182	20,63,598
91	BLOCK-5	5-18	3	1347	84,51,518	8,50,000	76,01,518
92	BLOCK-3	3-4F	3	1597	98,00,975	81,60,205	16,40,770
93	BLOCK·1	1-3B	3	1584	80,03,703	36,55,554	43,48,149
94	BLOCK-5	5-5B	3	1304	87,09,470	13,00,000	74,09, 470
95	BLOCK-4	4-1A	4	1975	1,2 7 ,15,157	25,00,000	1,02,15,157
96	BLOCK-2	2-3B	. 3	1584	81,21,784	61,19,077	20,02,707
97	BLOCK-3	3-4A	3	1975	1,19,83,096	87,78,451	32,04,645
98	BLOCK-1	1-48	3	1592	80,41,768	28,41,570	52,00,198
99	BLOCK-5	5-2D1	2	993	66,68,101	13,00,000	53,68,101
100	BLOCK-7	7-6E	3	1554	1,09,08,946	75,00,000	34,08,946
101	BLOCK-1	1-4A	4	1975	1,00,07,152	68,38,324	31,68,828
102	BLOCK-3	3-6F	3	1584	99,66,206	83,04,683	16,61,523
103	BLOCK-5	5-4D2	2	993	63,70,190	52,89,929	10,80,261
104	BLOCK-1	1-4F	3	1592	1,12,83,804	22,21,406	90,62,398

105	BLOCK-2	2 - 5D	3	1433	73,51,937	50,62,142	22,89,79
106	BLOCK-4	4-2A	4	1975	1,25,81,341	1,04,84,506	20,96,83
107	BLOCK-6	6-3B	3	1304	89,00,500	5,00,000	84,00,500
108	BLOCK-3	3-58	3	1641	84,03,071	39,42,728	44,60,343
109	8LCCK-4	4-6C	3	1304	73,93,076	61,33,302	12,59,774
110	BLOCK-6	6-5F	3	1316	74,55,332	53,81,855	20,73,477
111	BLOCK-6	6-6D1	2	993	75,36,767	64,14,680	11,22,087
112	BLOCK-4	4-3A	4	1975	1,25,43,128	1,04,54,692	20,88,436
113	BLOCK-3	3-7C	3	1584	1,06,43,676	88,76,302	17,67,374
114	BLOCK-4	4-GA1	2	988	61,88,706	6,00,000	55,88,706
115	8LOCK-4	4-5E	3	1385	88,34,918	73,79,095	14,55,823
116	BLOCK-1	1-7D	3	1433	95,29,233	65,65,978	29,63,255
117	BLOCK-6	6-GF	3	1238	89,81,366	3,00,000	86,81,366
118	BLOCK-4	4-3D	3	1433	88,26,473	73,49,586	14,76,887
119	BLOCK-5	5-4B	3	1347	94,63,214	9,30,873	85,32,341
120	BLOCK-3 ,	3-5A	4	1975	1,19,34,014	1,19,34,015	-1
121	BLOCK-5	5-4A2	2	993	59,36,710	49,40,425	9,96,285
122	BLOCK-5	5-1F	3	1316	89,00,096	3,00,000	86,00,096
123	BLOCK-2	2-5C	3	1584	82,87,823	27,54,318	55,33,505
124	BLOCK-4	4-5F	3	1385	78,50,133	21,58,004	56,92,129
125	BLOCK-5	5-4A1	2	993	65,44,460	54,55,775	10,88,685
126	BLOCK-4	4-7E	3	1304	86,71,912	72,16,956	14,54,956
127	BLOCK-3	3-6C	3	1584	1,18,39,262	22,32,512	96,06,750
128	BLOCK-5	5-2D2	2	993	66,54,644	55,49,357	11,05,287
129	BLOCK-5	5-7F	3	1316	90,26,822	75,25,864	15,00,958
130	BLOCK-4	4-5C	3	1316	71,67,337	55,42,443	16,24,894
131	BLOCK-3	3-5C	3	1641	99,84,174	76,06,085	23,78,089
132	BLOCK-5	5-2B	3	1304	88,13,166	74,68,101	13,45,065
133	BLOCK-2	2-4F	3	1592	81,51,694	16,29,990	65,21,704
134	BLOCK-4	4-3F	3	1304	73,27,745	55,70,252	17,57,493
135	8LOCK-5	5-3F	3	1316	87,33,758	73,02,590	14,31,168
136	BLOCK-1	1-5F	3	1597	95,58,980	72,22,237	23,36,743
137	BLOCK-3	3-6B ·	3	1584	1,00,68,620	78,70,471	21,98,149
138	BLOCK-2	2-6C	3	1597	1,03,45,153	78,89,020	24,56,133
139	8LOCK-4	4-2F	3	1385	77,27,054	64,15,747	13,11,307
140	BLOCK-3	3-7F	3	1597	1,06,35,482	82,68,238	23,67,244
143	BLOCK-6	6-3D2	2	993	66,00,727	51,47,982	14,52,745
142	BLOCK-4	4-5D	3	1421	97,09,801	82,02,353	15,07,448
143	BLOCK-4	4-7C	3	1316	81,97,975	60,44,086	21,53,889

144	BLOCK-3	3-1A	4	1975	1,31,91,190	1,09,31,112	22,60,078
145	BLOCK-1	1-2D	3	1433	83,97,120	63,73,532	20,23,588
146	BLOCK-2	2-6F	3	1584	99,23,702	15,97,242	83,26,460
147	BLOCK-6	6-3F	3	1304	69,74,547	68,33,520	1,41,027
148	BLOCK-2	2-2D	3	1433	93,76,756	78,41,474	15,35,282
149	BLOCK-3	3-6A	4	1975	1,11,09,567	89,34,676	21,74,891
150	BLOCK-4	4-5A	4	1975	1,25,74,860	1,04,78,865	20,95,995
151	BLOCK-4	4-3C	3	1304	82,32,485	68,79,067	13,53,418
152	BLOCK-4	4-7F	3	1304	84,32,777	60, 94, 919	23,37,858
153	BLOCK-2	2-4D	3	1433	90,61,852	75,73,806	14,88,046
154	BLOCK-1	1-3F	3	1584	81,53,101	17,40,162	64,12,939
155	BLOCK-2	2-5A1	2	1020	66,99,601	55,71,592	11,28,009
156	BLOCK-5	5- 6D1	3	993	63,62,489	53,14,359	10,48,130
157	BLOCK-6	6-1A	4	1975	1,30,88,221	1,09,53,420	21,34,801
158	BLOCK-1	1-2C	3	1584	79,39,370	24,14,222	55,25,148
159	BLOCK-6 3	6-6B	3	1304	87,55,918	28,69,454	58,86,464
160	BLOCK-1	1-5D	3	1433	84,88,130	64,44,960	20,43,170
161	BLOCK-2	2-7D	3	1433	89,23,466	57,17,721	32,05,745
162	BLOCK-5	5-5F	3	1304	80,58,693	67,31,344	13,27,349
163	BLOCK-2	2-3C	3	1597	1,08,33,149	63,95,397	44,37,752
164	BLOCK-1	1-6F	3	1584	93,00,197	70,26,451	22,73,746
165	BLOCK-3	3-3B	3	1584	99,06,190	82.49,572	16,56,618
166	BLOCK-5	S-GE	3	1304	69,00,468	57,46,856	11,53,612
167	BLOCK-3	3-5D	3	1421	87,52,725	66,65,749	20,86,976
168	BLOCK-5	5-1A1	2	993	66,91,060	54,26,801	12,64,259
169	BLOCK-2	2-4A1	2	1020	63,49,719	30,00,000	33,49,719
170	BLOCK-5	5-3E	3	1304	81,69,693	64,25,697	17,43,996
171	BLOCK-7	7- 6A	4	1962	1,30,25,140	61,41,544	68,83,596
172	BLOCK-4	4-6F	3	1304	80,69,694	48,27,792	32,41,902
173	BLOCK-4	4-6D	3	1433	92,67,332	77,48,472	15,18,860
174	BLOCK-4	4-1C	3	1316	85,24,220	71,27,106	13,97,114
175	BLOCK-3	3-4D	3	1433	89,39,845	68,09,858	21,29,987
176	BLOCK-2	2-1A2	2	1020	58,49,957	42,78,673	15,71,284
177	BLOCK-5	5-5D1	2	993	54,92,918	47,04,006	7,88,912
178	BLOCK-6	6-2F	3	1316	89,56,076	71,77,640	17,78,436
179	BLOCK-1	1-6B	3	1584	1,01,12,077	70,62,604	30,49,473
180	BLOCK-1	1-1B	3	1592	84,19,062	63,96,663	20,22,399
181	BLOCK-3	3-6D	3	1433	89,38,834	68,08,847	21,29,987
182	BLOCK-1	1-2A	4	1975	1,17,90,728	89,10,281	28,80,447

183	BLOCK-3	3-4E	3	1600	85,93,166	65,31,016	20,62,150
184	BLOCK-3	3-1E	3	1600	1,08,00,678	91,09,194	16,91,484
185	BLOCK-3	3-76	3	1584	1,01,68,004	77,50,252	24,17,752
186	BLOCK-5	5-6F	3	1304	81,07,066	67,72,458	13,34,608
187	8ŁOCK-3	3-4B	3	1584	81,06,710	41,55,923	39,50,787
188	BLOCK-2	2-3A1	2	982	63,39,637	48,16,479	15,23,158
189	BLOCK-3	3-2D	3	1421	73,54,553	5,27,569	68,26,984
190	BLOCK-3	3-1D	3	1433	89,26,105	68,01,336	21,24,769
191	BLOCK-4	4- GF	3	1238	80,31,718	3,00,037	77,31,681
192	BLOCK-4	4-4D	3	1433	74,51,822	17,33,830	57,17,992
193	BLOCK-2	2-3D	3	1421	88,55,924	73,99,721	14,56,203
194	BLOCK-2	2-2C	3	1584	81,84,114	13,50,370	68,33,744
195	BLOCK-5	5-6A1	2	993	62,87,006	52,50,050	10,36,956
196	BLOCK-3	3- 7 E	3	1600	99,30,658	75 ,60,867	23,69,791
197	BLOCK-4	4-2E	3	1385	86,71,168	72,45,531	14,25,637
198	BLOCK-5	5-3A1	3	993	62,02,967	51,78,620	10,24,347
199	BLOCK-1	1- 1 A	4	1975	1,19,42,224	90,99,442	28,42,782
200	BLOCK-4	4-4E	3	1304	80,73,474	67,43,908	13,29,566
201	BLOCK-5	5-2A1	2	993	64,14,492	53,58,416	10,56,076
202	BLOCK-5	5-7D2	2	993	63,34,553	52,90,466	10,44,087
203	BLOCK-4	4-6E	3	1304	83,43,210	69,73,185	13,70,025
204	BLOCK-3	3-3C	3	1584	1,03,04,570	86,18,912	16,85,658
205	BLOCK-4	4-1D	3	1433	89,25,469	68,00,614	21,24,855
206	BLOCK-5	5-4D1	2	993	62,02,478	47,22,081	14,80,397
207	BLOCK-6	6-3A	4	1975	1,22,07,102	1,02,04,000	20,03,102
208	BLOCK-3	3-2E	3	1584	97,53,392	81,49,654	16,03,738
209	BLOCK-5	5-7A1	2	993	65,46,843	48,16,548	17,30,295
210	BLOCK-3	3-5E	3	1534	99,62,736	83,34,146	16,28,590
211	BLOCK-5	5-7A2	2	993	63,60,408	49,16,548	14,43,860
212	BLOCK-1	1-3D	3	1421	89,31,092	67,37,782	21,93,310
				301907	1,83,27,66,868	1,23,47,62,689	59,80,04,179

SCHEDULE 2

INSURANCE CONTRACTS

SCHEDULE 3 NOTICES TO PARTIES

The address for service of notice to the Security Providers/Borrowers shall be:

SGM Builders Pvt Ltd

Address:

2/5, Sarat Bose Road, Police Station Bhawanipore, Post Office Elgin

Road, Kolkata 700020,

Attn:

Mr. Suyash Saraf/ Mr. Suhel Saraf

The address for service of notice to the Secured Party shall be:

Bajaj Housing Finance Limited

Address:

Bajaj finserv corporate office, Garg House, 3rd Floor (Opp Flemming

Hospital), 11A/1D, East Topisa Road, Kolkata - 700046.

Fax No.:

Attn:

Mr. Shanky Agarwal

Or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider.

Timak Gupts

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written

SIGNED, SEALED AND DELIVERED by the withinnamed MORTGAGORS/OWNERS

in presence of:

50 Khardy Samonta 1 Ram Ry Charles P. S Delorg Rossian Medicalor, 721301

2 Chichra Tank lane Howrah - 711101.

(Ashok Saraf) Director

Metflow Corporation Private Limited Welmet (Calcutta) Private Limited

MORTGAGORS/OWNERS

SIGNED, SEALED AND DELIVERED by the withinnamed BORROWERS / DEVELOEPRS / CO-MORTGAGORS in presence of :

1. Sureherely Samuenta.

(Suhel Saraf) Director SGM Builders Private Limited

2. Quichra (VIKASH KUMAR MISHRA)

(Ashok Saraf) Director, Sugam Griha Nirmaan Limited Banbury Homes Pvt. Ltd.

ahoksazag

(Ashok Saraf) Authorised signatory Bengo Sales Private Limited Pleasant Niryat Private Limited **SIGNED, SEALED AND DELIVERED** by the Within named "LENDER/ MORTGAGEE in presence of :

1. Surchendy Somanta

2. Quichea (UIKASH KUMAR MISHRA)

BAJAL HOUSING FINANCE LTD.

LUCK Gupta.

Authorised Signatory

LENDER/ MORTGAGEE

Prepared in our office

Advocate

Bingul Belam w B/2414/1999 Rampurhal-count

Identified

Suchendy Samoston.

Mr. Sukhendu Samanta Son of: Sahadeb Samanta Rampurchak, P.O Shyamchak P.S. Debra, Paschim Midnapore, 721301 (W.B) Occupation: Service

	8			SPECIMEN FORM	TEN FINGER PRINTS		
-	Si. No. •	Signature of the executants and/or purchaser Presentants]	T*			
		(a)	Little	Ring	Middle (Left	Hand)	Fhumb
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34		194	j			Hand)	
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İ		F	Thumb	Fore	Middle (Right	Ring Hand)	Little
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राष्ट्रीय आवास बेंक NATIONAL HOUSING BANK

(भारतीय जिल्लर्व हेक के संपूर्ण स्वामित्व में / Wholly owned by the Reserve Bank of India /



पंजीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION

imager of measurem recent merg of the good and INGT VALID FOR ACCEPTANCE OF PUBLIC DEPOSITS!

> ਲੱ / No. 09.0127.15

१५६७ के राष्ट्रीय आचास हैन ऑसिंग्स्यम की धारा २५ए के सहस राष्ट्रीय आवास बैक को एटल शक्तियों का प्रयोग करते हुए

बजाज हाउसिंग फाइनेंस लिभिटेड

को दूसरी ठरफ उद्धत शर्मा घर ordin ik androfera islaat forg heer आबास विस सस्यान का क्याचार प्रारंभ करते / करते रहते के किए यह पंजीकरण प्रमाण पत्र एत्रद्वाय आगे सिया जाता है । in exercise of the powers conferred on the National Housing Bank by Section 29A of The National Housing Bank Act, 1987

Bajaj Housing Finance Limited

is hereby granted Certificate of Registration to commence / carry on the business of a housing finance institution

> without attending paids deposits subject to the paratitions given on the reverse

क्षेत्र हा हा है के अनुसार कि किलानी में हैं कि लिया है है है des seidt fibest diest i CHAPTER! day of the month of Given under my hand at New Delhi this impija lautili

September in the year two thousand lifteen



भावास वैक NATIONAL HOUSING BANK

1/4 14 14 14 15 ALINICIPALI SIGNATORY

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BAJAJ HOUSING FINANCE LTD. PINOK GUPT.

Authorised Signatory



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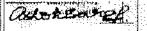
नाम /NAME ASHOK SABAF

प्रिता का नाम /FATHER'S NAME SANTOSH KUMAR SARAF

जन्म तिथि /DATE OF BIRTH 02-11-1963

हरताक्षर /SIGNATURE





COMMISSIONER OF INCOME-TAX, W.B. - 1)

इस काई के खो / मिल जाने पर कृप्या जारी करने वाले प्रधिकारी को सुचित / वापस कर दें सहायक आयकर आयुक्त,

引7.

चौरंगी खबायर,

कलकता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority:

Assistant Commissioner of Income-tax,

P-7,

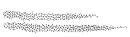
Chewringhee Square,

Calcutta- 700 069.











विशिष्ट महयान प्राधिकरण

भारत सरकार lique Identification Authority of India Government of India

नामांकन क्रम / Enrollment No.: 1088/12803/00942

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें ।

To

अशोक सराफ

Ashok Saraf

S/O: Santosh Kumar Saraf

Sidharth Building Ffat-58 14/2, Burdwan Road

Alipore

Alipore

Circus Avenue Kolkata

West Bengal 700027

9830333712



आपका आधार क्रमांक / Your Aadhaar No.:

5399 5075 5762

मेरा आधार, मेरी पहचान

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- 🛚 आधार देश भर में मान्य है।
- आधार भविष्यु में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



अशोक सराफ Ashok Saraf जन्म तिथि / DOB : 02/11/1963 पुरुष / Male



5399 5075 5762

Address:

Unique Identification Authority of India

करतीय डिशिष्ट पहुणान प्राधिकरण

S/O: Santosh Kumar Saraf, Sidharth Building Flat-5B, 14/2, Burdwan Road, Alipore, Alipore, Kolkata, Circus Avenue, West Bengal, 700027

भातमजः संतोष कुमार मराण, सेधारम विलिइंग फ्लेट-55वी, 14/2. दिवान् रोड, आलिपोरं, आलिपोरं, गैल्फता, सिरकुस आतन्यू, वेस्ट

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मेरा आधार, मेरी पहचान



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विशेषक श्रीवास्त्य, पा.वि.से Geeffice Sinvestave, IFS बेट्या प्रस्मादे जाववारी Reported Prinsport Ories स्वता प्राप्तांचे कार्यस्य स्वता प्राप्तांचे कार्यस्य स्वता प्रस्तांचे कार्यस्य स्वता प्रस्तांचे कार्यस्य

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खाई लेखा नंख्या /PERMANENT ACCOUNT NUMBER AABCM9444J



THE MAME

METFLOW CORPORATION PRIVATE LIMITED

नियमच/यनने की तिथि /DATE OF INCORPORATION/FORMATION 15-03-1961

> CELLES अयकर आयुक्त, प.वं.ना। commissioner of incomedax, w.b. - ॥

हरा कार्ड के रही / मिल जाने पर यूप्पा जारी करने गाले प्राधिकारी को सुवित / कार्य कर हैं बांगुत कावणर आगृह (पद्धांत एवं तक्कीकी), भीर , भारती संस्थापर, कलकत्ता - 700 050.

In case this card is lostfound, kindly inform/return to, the Issuing authority;
Joint Commissioner of Income-lax(Systems & Technical),
1-7.
Chowringhee Square,
Calcutta-700 069;

METFLOW CORPORATION PVT. LTO.

asholesala

Directo





भारत सरकार GOVT OFINDIA

WELLMET CALCUTTA PRIVATE LIMITED

05/10/1971

Permanent Account Number

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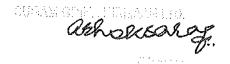
Director



इस कार्ड के खाने / याने पर कृपया सूचित कर / कोटाए आयक्ष पैन सेसा इकार्ड, एन एस डी एक 5 वी मंजिल, मही स्टॉर्निंग, स्टॉट से 341, सर्वे न, 997/8 मीडल कालोनी, दीप वेगला चोक के पास, पुणे—411-015

If this card is lost/someone's lost card is found please inform/renerate income Tax PAN Services Unit, NSDL 5th floor, Mantri Sterling, Plot No. 341, Survey No. 9978, Model Colony, Near Deep Bungalow Chowk, Pline – 4,11016.

Tel: 91/20-2721 8080/Fax: 91/20-2721 8081 e-mail timintogradico.in



आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या कार्ड Fermanent Account Number Card

AAECS4378L

ATH/Name BANBURY HOMES PRIVATE



ितम्म । त्राह्म स्त्रीत् हर्गस्यः Dale ol Imporporation / Formation

OR BANBURY HOMESPYT. LTD

Director / Authorised Signatory

रथाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AABCB2969F



भाग /NAME

BENGO SALES PYT LTD

farmer अने की तिथि /DATE OF INCORPORATION/FORMATION

29-01-1998



आयक्षर आयुक्त, प.यं.-X

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने घर कृष्या जारी करने वाले प्राधिकारी को सूचित / जापस कर दें सहायक आयकर आयुक्त, पी-7,

चीरंगी खकायर,

यालकत्ता - 700 069.

In case this card is lost/found, kindly informireturn to the issuing authority:

Assistant Commissioner of Income-tax,

P-7,

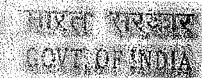
Chowringhee Square,

Calcutta- 700 069.

BENGO SALES PVT. LTD.

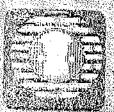
anholists and Director/Andhorized Signature

THE PART TO STATE INCOMETAX DEPARTMENT



PLEASANT NIRYAT PRIVATE LIMITED

09/03/1994
Permanent Account Number
AABCP7074P



Signature

FOR PLEASANT NIRYAT PVT. LTD.

Ashaksaraf.
Director / Authorised Signatory

INCOMETAX DEPARTMENT SUHEL SARAF **ASHOK SARAF** 26/09/1987 Permanual Account Vilinber BCLPS5032A

In case this eard is lost / found, kindly inform / return to ; Income Tax PAN Services Unit, UTHSL

यह कार्ड खो जाने पर कृपया सृचित करें/लौटाए: आथकर पैन सेवा युनीट, 1/191SL प्लाट नं: ३, सेक्टर १९ , सी.बी.डी.बेलापुर,

Plot No. 3, Sector 11, CBD Belapur,

नवी मुंबई-४०० ६५४.

Navi Mumbai - 400 614.

Signature

FOR BAJAJ FINANCE OF HALLTAT

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19/01/2011

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BURDARN ROPO, KOLKATA

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ASHOK SABAF

REKRA SARAF

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ायि विशिष्ट महावान प्राधिकरण

भारत सरकार Unique Identification Authority of India Government of India

नामांकर क्रम / Enrollment No.: 1088/12803/01171

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Sahel Saraf

14/2 BURDWAN ROAD

Alipsic H.O.

Alipere

Kolkala

West Beogn! 700027

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आपका आधार क्रमांक / Your Aadhaar No. :

7511 2611 0334

मेरा आधार, मेरी पहचान



भारत सरकार Government of India



Sahet Sarat Father: ASHOK SARAF जन्म तिथि / 003 : 26/09/1987

पुरुष / Male



7511 2611 0334

मेरा आधार, मेरी पहचान





स्यन

- आधाः परचान का प्रभाषा है आधारिकता का तहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण दवस प्रध्त करें :

INFORMATION

- Additional is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- अधित देश भर में मान्य है।
- ष आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उटाने में उपधोगी होगा !
- Aadrear is valid throughout the country.
- Aad saar will be helpful in availing Government and Non-Government services in future.



निवास स्वास्थान । सुन्ति हो अधिकार भाग

Difficue Identification/Authority of India

धस्य: m calopa na 700027 Address: 1-L2, BURDWAN ROAD, Aspone ∃.C. Atipote, Korkata, West Sengal, 700027

7511 2611 0334



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FOR RAVAJ FINANCE
Suhekar

स्थार्व लेखा पंच्या /PERMANENT ACCOUNT NUMBER AADCS7096Q



नाम /NAME

SGM BUILDERS PVT LTD

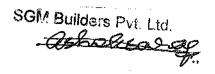
निगमन वने की तिथि /DATE OF INCORPORATION/FORMATION 01-12-1995



आयकर आयुक्त, प.वं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृष्या जारी करने वाले प्रधिकारी को सूचित / वापस कर वें सहायक आयंकर आयुक्त, फी-7, चौरंगी स्वयायर, कलकता - 700 069. In case this card is lost/found;kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax, P-7, Chowringhee Square,



Calcutta- 700 869.



ु आयकर विमाग INCOMETAX DEPARTMENT भारत सरकार GOVT. OF INDIA

BAJAJ HOUSING FINANCE LIMITED

13/06/2008

farmanasi Account Number

AADCB6018P

7042015

BAJATHOUSING FINANCE LTD.

Authorised Signatory

जायकर विदास INCOMETANDEPARTMENT PINAKI GUPTA

CHANDAN GUPTA

1861/101/10

Peminent Account Number
AUSPG63853

Propte Girls

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भारत सरकार GOVT OFINDIA





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Int. Vivi. 7459 4656 Pag ST 22 7800 1904 enusi (mielopologi en ig

Pinaki Gupta





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তালিকাড়ঙির আই চি / Enrollment No. : 1111/11291/02522

Pinaki Gupta শিনাকী গুৱ 1731 S G DUTTA ROAD North Dumdum (m) Birsti, North 24 Parganas Wast Bengal - 700651

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আপনার আধার সংখ্যা / Your Aadhaar No. :

6397 0650 6564

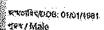
আধার – সাধারণ মানুষের অধিকার



CORP. MINNEY Government stations

শিশাকী ভঙ Pinaki Gupte निष्णः स्नान श्रद

Father: CHANDAN GUPTA

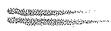


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আধার यान्यत







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- 🏿 व्याधात गतिहत्यत धमान, नागतिकाषत धमान न्य ।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দারা লাভ করন্দ [

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- 🗯 আধার সারা দেশে মানা।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাম্ভির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



Unique mentilicana Authority of India

টিপানা; /, এশ কি দত রোচ नर्व मातमात (क्षप्त), विवाधि উত্তর ২৪ পরধানা, পশ্চিম মধ,

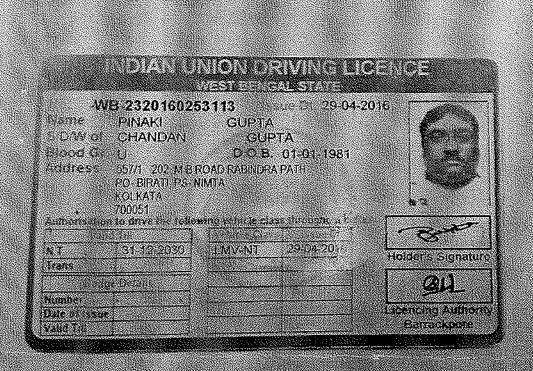
Address: 173/1, S G DUTTA ROAD, North Dumdum (m). Birati, North 24 Parganes, West Bengal, 700051

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TO WHOMSOEVER IT MAY CONCERN

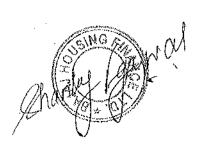
This Letter is in reference to the Sanction Letter dated 17th December 2019 issued by Bajaj Housing Finance Limited to **SGM Builders Private Limited**.

Further clarity has been sought on the aforesaid transaction from the Registrar's Office.

It is to clarify that the **SGM Builders Private Limited** is the Borrower in the Loan. The Loan shall be disbursed to SGM Builders Private Limited only.

The remaining following companies are the Security Providers in the said along with SGM Builders Private Limited

- 1. Sugam Griha Nirmaan Limited
- 2. Banbury Homes Pvt Ltd
- 3. Bengo Sales Pvt Ltd
- 4. Pleasant Niryat Pvt Ltd
- 5. Metflow Corporation Private Limited
- 6. Wellmet (Calcutta) Private Limited



BAJAJ HOUSING FINANCE LIMITED

100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Garg House, 3rd Floor Opp Flemming Hospital 11A/1D, East Topisa Road, Kolkata,Opp Flemming Hospital,Topisa,West Bengal,India Pin: 700046

Corporate Office : Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014 Tel:

Fax:

Corporate ID No.:

www.bajajfinserv.in









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

GRN:

19-201920-016556382-1

Payment Mode

Online Payment

GRN Date: 27/01/2020 14:46:51

Bank:

HDFC Bank

BRN:

1008887089

BRN Date:

27/01/2020 14:48:27

DEPOSITOR'S DETAILS

Id No.: 19020000154011/2/2020

[Query No./Query Year]

Name:

ASHOK SARAF

Contact No.:

Mobile No.:

+91 9830333712

E-mail:

accounts3@sugamhomes.com

Address:

2 5 Sarat Bose Road Kol 20

Applicant Name:

Mr SUPRIYO BASU AND ASSOCIATES

Office Name:

Office Address:

Status of Depositor:

Seller/Executants

Purpose of payment / Remarks:

Mortgage, Mortgage without Possession by others

PAYMENT DETAILS

SI.	Identification	n Head of A/C	Head of A/C	Amount[₹]
No.	No.	Description		a la francia de la composição de la comp
1	19020000154011/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	100020 🖌
2	19020000154011/2/2020	Property Registration-Registration Fees	0030-03-104-001-16	55098 🔏

Total

155118

In Words:

Rupees One Lakh Fifty Five Thousand One Hundred Eighteen only

Major Information of the Deed

Deed No : I-1902-00700/2020		Date of Registration 07/02/2020			
Query No / Year 1902-0000154011/2020		Office where deed is registered			
Query Date 27/01/2020 11:44:07 AM		A.R.A II KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIAT 6, Old Post Office Street, Thana: H 700001, Mobile No.: 9903635387,	Hare Street, District : Kolkata, WEST BENGAL, PIN -			
Transaction		Additional Transaction			
[0310] Mortgage, Mortgage	without Possession by others	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Set Forth value		Market Value			
Rs. 34,00,00,000/-		Rs. 82,86,57,800/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 1,00,040/- (Article:40(b))		Rs. 55,098/- (Article:A(1), E, M(a), M(b), 1)			
Remarks Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip area)					

Apartment Details:

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Picnic Garden Road, Premises No: 158A, Ward No: 066, Road Zone: Zone Name: (Kusthia More(W-66) -- PG 3rd Lane and Rest), Pin Code: 700039

Sc h No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1			Super Built- up Area: 17986	3,39,49,582/-,	8,27,35,600/-	"Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility ,Swimming Pool,Club ,Gymnasium, New Flat ,
A2.			Super Built- up Area: 34403	6,49,28,470/-,	15,82,53,800/-	Floor No: 1,Apartment Type: Flat/Apartment Residential Use, Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility ,Swimming Pool,Club ,Gymnasium, New Flat ,
A3			Super Built- up Area: 24781	4,67,71,747/-,	11,39,92,600/-	
A4	3		Super Built- up Area: 27430	5,17,60,460/-,	12,61,78,000/-	

ha, 1600 - Wirther

* 10 30 (

A5	Super Built- up Area: 19679			Floor No: 4,Apartment Type: Flat/Apartment Residential Use, Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other, Amenities: Lift Facility ,Swimming Pool,Club ,Gymnasium, New Flat ,
A7	Super Built- up Area: 15371	2,90,15,077/-,		Floor No: 5,Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility ,Swimming Pool,Club ,Gymnasium, New Flat ,
	Super Built- up Area: 16855	3,18,15,485/-,	7,75,33,000/-	
A8	Super Built- up Area: 23638	4,46,14,906/-,	10,87,34,800/-	Floor No: 7,Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility ,Swimming Pool,Club ,Gymnasium, New Flat

	tgagor Details :				
SI No	Name,Address,Photo,Finger print and Signature				
1	METFLOW CORPORATION PRIVATE LIMITED 158A, Picnic Garden Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039, PAN No.:: AABCM9444J,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative				
2	WELMET CALCUTTA PRIVATE LIMITED 158A, Picnic Garden Road, P.O Tiljala, P.S Tiljala, District:-South 24-Parganas, West Bengal, India, PIN 700039, PAN No.:: AAACW2310E, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative				
1	SGM BUILDERS PRIVATE LIMITED 2/5, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, PAN No.:: AADCS7096Q, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative				
4	SUGAM GRIHA NIRMAAN LIMITED 2/5, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India; PIN - 700020, PAN No.:: AAECS7354N, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative				
5	BANBURY HOMES PVT LTD 10, Clive Row, Floor – V, Room No. – 6/1, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAECS4378L, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative				
} - 	BENGO SALES PRIVATE LIMITED 10, Clive Row, Floor – V, Room No. – 6/1, P.O GPO, P.S Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AABCB2969F, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative				
, !	PLEASANT NIRYAT PRIVATE LIMITED 35, Armenian Street, 1ST Floor, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 70000, PAN No.:: AABCP7074P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative				

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Mortgagee Details:

SI	Name Address Dhata Et
	Name, Address, Photo, Finger print and Signature
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No	
	

BAJAJ HOUSING FINANCE LIMITED

Mumbai-Pune Road, Akurdi, P.O:- Akurdi, P.S:- NIGDI, District:-Pune, Maharashtra, India, PIN - 411035, PAN No.:: AADCB6018P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Mr Ashok Saraf Son of Late Santosh Kumar Saraf Date of Execution - 07/02/2020, Admitted by: Self, Date of Admission: 07/02/2020, Place of			Signature Asholowof.
dmission of Execution: Office	Feb 7 2020 5:22PM	LTI 07/02/2020	07/02/2020

158A, Picnic Garden Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJQPS0820D, Aadhaar No: 53xxxxxxxx5762 Status: Representative, Representative of: METFLOW CORPORATION PRIVATE LIMITED (as Director), WELMET CALCUTTA PRIVATE LIMITED (as Director), SUGAM GRIHA NIRMAAN LIMITED (as Director), BANBURY HOMES PVT LTD (as Authorised Signatory), BENGO SALES PRIVATE LIMITED (as Authorised Signatory), PLEASANT

4	Name	Dhata				
		Photo	Finger Print	Signature		
	Mr Suhel Saraf			Average substitution of the control		
	Son of Ashok Saraf	<i>p</i> =\				
ĺ	Date of Execution -	Jac 1				
-	07/02/2020, , Admitted by:	1 2 2 2		Suhel/sogral		
-	Self, Date of Admission:					
	07/02/2020, Place of					
ľ	Admission of Execution: Office			60		
1		Feb 7 2020 5:23PM	LTI	Aroni		
Ė	2/5, Sarat Bose Road, P.O:- F	<u> </u>	07/02/2020	07/02/2020		
1.	TOAU, P.U F	idin Koad P Q - 🖪	Challenning and D' C'			

Iz/5, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BUILDERS PRIVATE LIMITED (as Director)

Photo **Finger Print** Signature Mr PINAKI GUPTA (Presentant) Son of Chandan Gupta Pinaki Gupta. Date of Execution -07/02/2020, , Admitted by: Self, Date of Admission: 07/02/2020, Place of Admission of Execution: Office

LTI 07/02/2020 Mumbai-Pune Road, Akurdi, P.O:- Akurdi, P.S:- NIGDI, District:-Pune, Maharashtra, India, PIN -411035, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AJJPG6385J, Aadhaar No: 63xxxxxxxxx6565 Status : Representative, Representative of : BAJAJ HOUSING FINANCE LIMITED (as Authorised Signatory)

Identifier Details:

	Photo	Finger Print	Signature	
Ar SUKHENDU SAMANTA on of Sahadeb Samanta ampurchak, P.O:- Shyamchak, P.S:- ebra, District:-Paschim Midnapore, Wes engal, India, PIN - 721301	A.		Oignature .	
entifier Of Mr Ashok Saraf, Mr Suhe	07/02/2020	07/02/2020	07/02/2020	·

her Of Mr Ashok Saraf, Mr Suhel Saraf, Mr PINAKI GUPTA

Endorsement For Deed Number: 1 - 190200700 / 2020

On 07-02-2020

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 40 (b) of Indian Stamp Act 1899.

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

Presented for registration at 16:50 hrs on 07-02-2020, at the Office of the A.R.A. - II KOLKATA by Mr. PINAKI GUPTA

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

Execution is admitted on 07-02-2020 by Mr Suhel Saraf, Director, SGM BUILDERS PRIVATE LIMITED (Private Limited Company), 2/5, Sarat Bose Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SUKHENDU SAMANTA, , , Son of Sahadeb Samanta, Rampurchak, P.O: Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

Execution is admitted on 07-02-2020 by Mr PINAKI GUPTA, Authorised Signatory, BAJAJ HOUSING FINANCE LIMITED (Public Limited Company), Mumbai-Pune Road, Akurdi, P.O.- Akurdi, P.S.- NIGDI, District:-Pune, Maharashtra, India, PIN - 411035

Indetified by Mr SUKHENDU SAMANTA, , , Son of Sahadeb Samanta, Rampurchak, P.O. Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

Execution is admitted on 07-02-2020 by Mr Ashok Saraf, Authorised Signatory, BANBURY HOMES PVT LTD (Private Limited Company), 10, Clive Row, Floor – V, Room No. – 6/1, P.O.:– GPO, P.S.:– Hare Street, District:–Kolkata, West Bengal, India, PIN - 700001; Authorised Signatory, BENGO SALES PRIVATE LIMITED (Private Limited Company), 10, 700001; Authorised Signatory, PLEASANT NIRYAT PRIVATE LIMITED (Private Limited Company), 35, Armenian Street, 1ST Floor, P.O:– GPO, P.S:– Hare Street, District:–Kolkata, West Bengal, India, PIN - 700001; Director, METFLOW CORPORATION PRIVATE LIMITED (Private Limited Company), 158A, Picnic Garden Road, P.O:– Tiljala, P.S:– Tiljala, District:–South 24-Parganas, West Bengal, India, PIN - 700039; Director, WELMET CALCUTTA PRIVATE Parganas, West Bengal, India, PIN - 700039; Director, Velmet Calcutta Private Parganas, West Bengal, India, PIN - 700039; Director, SUGAM GRIHA NIRMAAN LIMITED (Private Limited Company), 2/5, Sarat Bose Road, P.O:– Elgin Road, P.S:– Bhawanipore, District:–South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SUKHENDU SAMANTA, , , Son of Sahadeb Samanta, Rampurchak, P.O. Shyamchak, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,098/- (A(1) = Rs 55,000/-,E = Rs 14/-,L = 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 27/01/2020 2:48PM with Govt. Ref. No. 192019200165563821 on 27-01-2020, Amount Rs: 55,098/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1008887089 on 27-01-2020, Head of Account 0030-03-104-001-16

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 93164, Amount: Rs.20/-, Date of Purchase: 17/01/2020, Vendor name: A SARKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/01/2020 2:48PM with Govt. Ref. No: 192019200165563821 on 27-01-2020, Amount Rs: 1,00,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1008887089 on 27-01-2020, Head of Account 0030-02-103-003-02

Enhandal

Tushar Kanti Mandal ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA

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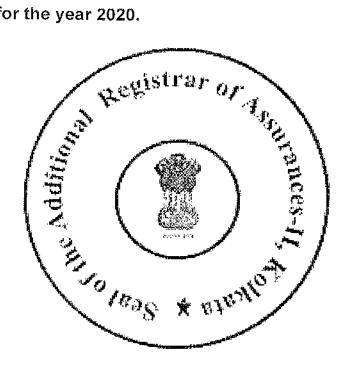
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Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2020, Page from 31643 to 31727 being No 190200700 for the year 2020.



Enmandal

Digitally signed by TUSHAR KANTI MANDAL

Date: 2020.02.12 17:29:35 +05:30 Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 2020/02/12 05:29:35 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)