

329/6638

पावती

Original/Duplicate

Tuesday, July 25, 2017

नोंदणी क्र.: 39म

5:01 PM

Regn.: 39M

पावती क्र.: 7216 दिनांक: 25/07/2017

नावाचे नाव: ताथबडे

दस्तऐवजाचा अनुक्रमांक: हवेली-11-6638-2017

दस्तऐवजाचा प्रकार : गहाणखत

सादर करणाऱ्याचे नाव: श्रीमती यमुनाबाई रमण पवार तर्फे कुलमुखत्यारधारक म्हणून श्री सिद्धीविनायक डेव्हलपर्स
भागीदारी संस्थेतर्फे भागीदार भे. मिनामणी गंगा बिल्डर एलएलपी तर्फे भागीदार श्री, अनुज उमेश गोयल तर्फे क. ज.
करीता कु. मु. श्री. सौरव अगरवाल

नोंदणी फी	रु. 30000.00
दस्त. हाताळणी फी	रु. 1640.00
पृष्ठांची संख्या: 82	
एकूण:	रु. 31640.00

आपणास मूळ दस्त, यंत्रमेल प्रिंट, सूची-२ अवाजे
4:57 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-11

वाजार मूल्य: रु. 0/-

मोबदला रु. 500000000/-

भरलेले मुद्रांक शुल्क : रु. 1000000/-

सह दुय्यम निबंधक (वर्ग-२) हवेली क्र. ११

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003826829201718R दिनांक: 25/07/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 1640/-



25/07/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 11

दस्त क्रमांक : 6638/2017

नॉदणी :

Regn:63m

गावाचे नाव : 1) ताथवडे

(1)विशेषाचा प्रकार	गहाणखत
(2)नोदना	500000000
(3) वाजाराभावाप्रमाणे (माहितीपत्राच्या बांधकामाप्रमाणे आकारणी देतो की रतेदार ने नमुद करावे)	0
(4) म-मापन,सोडहिस्सा व परक्रमांक (अगल्यात)	1) पालिकेचे नाव:पिंपरी-चिंचवड म.न.पा. इतर वर्णन : इतर माहिती: साव मीडे ताथवडे येथील न. नं. 59 यांनी क्षेत्र 04 हेक्टर 46 आर पैकी 01 हेक्टर 60 आर म्हणजेच 16000 चौ. मी. व न. नं. 60,हिस्सा नं. 3 यांनी क्षेत्र 01 हेक्टर 94 आर पैकी 00 हेक्टर 88 आर म्हणजेच 8800 चौ. मी. अने एकूण मिळून क्षेत्र 24800 चौ. मी. तसेच सदर मिळकतीवरील नियोजित प्रकल्पाचे बांधकाम व सदर बांधकामातून उत्पादीत होणारे विक्री उत्पन्न सदर गहाणखत दस्ताचर विपय आहे (Survey Number : 59 & 60 ;)
(5) क्षेत्रफळ	1) 24800 चौ.मीटर
(6)आकारणी किंवा कुडी देण्यात असेल तेव्हा	
(7) दस्तावेज करन देणा-या/प्राप्तितून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगल्यात,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्रीमती यमुनाबाई रमण पवार तर्फे कुलमुखत्यारधारक म्हणून श्री निज्दीविनायक डेव्हलपर्स भागीदारी संस्थेतर्फे भागीदार मे. मिनामणी गंगा विन्डर एलएलपी तर्फे भागीदार श्री. प्रनुज उमेश गोयल तर्फे क. ज. करीता कु. सु. श्री. गौरव अगरवाल वय:-37; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: सन महु कॉम्प्लेक्स, 5 वंड गार्डन रोड, प्लॉक नं. -, रोड नं. -, महाराष्ट्र: पुणे. पिन कोड:-411001 पॅन नं:- 2): नाव:-श्री निज्दीविनायक डेव्हलपर्स भागीदारी संस्थेतर्फे भागीदार मे. मिनामणी गंगा विन्डर एलएलपी तर्फे भागीदार श्री. अंकित उमेश गोयल तर्फे क. ज. करीता कु. सु. श्री. गौरव अगरवाल वय:-37; पत्ता:-, -, सन महु कॉम्प्लेक्स, 5 वंड गार्डन रोड, -, -, पुणे, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411001 पॅन नं:- 3): नाव:-मे. इकोस्टर सोव्जल प्रॉपर्टीज एलएलपी भागीदारी संस्थेतर्फे भागीदार श्री. अंकित उमेश गोयल तर्फे क. ज. करीता कु. सु. श्री. गौरव अगरवाल वय:-37; पत्ता:-, -, सन महु कॉम्प्लेक्स, 5 वंड गार्डन रोड, -, -, पुणे, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411001 पॅन नं:-
(8)दस्तावेज करन देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगल्यात,प्रतिवादिचे नाव व पत्ता	1): नाव:-विर्मल ट्रस्टशीप सर्विसेस प्राव्हेट लिमिटेड तर्फे अधिकृत म्यागरीकर्ता अर्चना भाटिया वय:-48; पत्ता:-, -, गणपतराव कदम मार्ग, लोअर फ्लॅट, मुंबई, -, -, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400013 पॅन नं:-
(9) दस्तावेज करन दिल्याचा दिनांक	25/07/2017
(10)दस्त नोंदणी केव्हाचा दिनांक	25/07/2017
(11)अनुक्रमांक,खंड व पृष्ठ	6638/2017
(12)वाजाराभावाप्रमाणे मुद्रांक शुल्क	1000000
(13)वाजाराभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

ही नकल वाचली

ही रुज्यात घेतली

असलवर हुकुम नकल

दस्ता सोबतची नकल

श्री. विर्मल ट्रस्टशीप
यांना दिली. २५/७/२०१७

दिनांक-

२५/७/२०१७

सह. दुय्यम निबंधक (वर्ग-२) हवेली क्र.११

मुद्रांकनाची आवश्यकता नसल्याने येवलेला नमूना:-

मुद्रांक
अनुक्रमांकमुद्रांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणानाचा नमूना
दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given

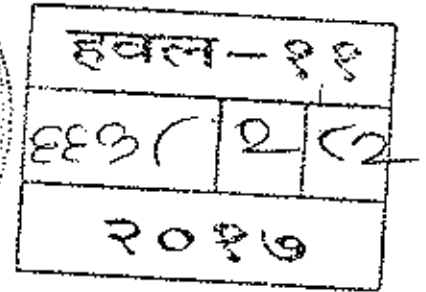
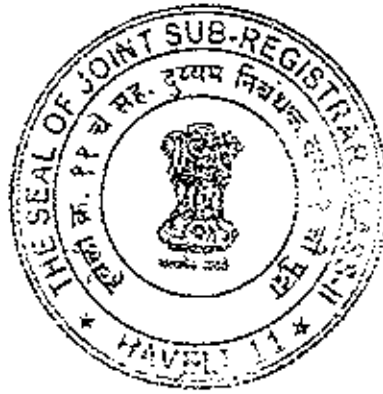
Hot Payment Successful. Your Payment Confirmation Number is 130664789



CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH003826829201718R	BARCODE	Form ID : Date: 25-07-2017
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR017-HVL10_HAVELI 10 JOINT SUB REGISTRAR	PAN No. (If Applicable)	PAN-ACEFS7660L
Year	Period: From : 25/07/2017 To : 31/03/2099	Full Name	SHRI SIDDHIVINAYAK DEVELOPERS
Object	Amount in Rs.	Flat/Block No. Premises/ Bldg	GANGA AMBER S NO 59
0030046401-75	1000000.00	Road/Street, Area /Locality	S NO 60 TATHAWADE
0030063301-70	30000.00	Town/ City	PUNE PUNE Maharashtra
	0.00		4 1 1 0 3 3
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	1030000.00	Amount in words	in Rupees-Ten Lakhs Thirty Thousand Only
Payment Details:IDBI NetBanking Payment ID : 130664789		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No:69103332017072550564	
Cheque- DD No.		Date	25-07-2017
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	

(Handwritten signatures)





INDENTURE OF MORTGAGE

This INDENTURE OF MORTGAGE executed on this 25th day of July 2017 BETWEEN:

YAMUNABAI RAMAN PAWAR, age ___ years, adult, represented by their power of attorney agent, **SHRI SIDDHIVINAYAK DEVELOPERS (SSD)**, represented by its partner, Annuj Unesh Goel, having its registered place of business at Ground Floor Sanmahu Complex, 5, Bund Garden Road, Opposite Poona Club, Pune - 411001, vide a General Power of Attorney dated 21.06.13, registered as Doc.No. 5091 of 2013 Sub-Registrar, Haveli VI, Pune (hereinafter referred to as "**Mortgagor 1**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include her successors and permitted assigns) of the **First Part**;

SHRI SIDDHIVINAYAK DEVELOPERS (SSD), a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 having its registered place of business at Ground Floor Sanmahu Complex, 5, Bund Garden Road, Opposite Poona Club, Pune - 411001 and represented by all its partners, Meenamani Ganga Builder LLP and Ecostar Properties LLP (hereinafter referred collectively referred to as or "**Borrower**" or "**Mortgagor 2**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**;

ECOSTAR GOEL PROPERTIES LLP, a limited liability partnership, registered under the Limited Liability Act, with LLP identification number AAA-5237 and having its registered office at Ground Floor Sanmahu Complex, 5, Bund Garden Road, Opposite Poona Club, Pune - 411001, Maharashtra, India (hereinafter referred to as "**the Co-Borrower**" or "**Mortgagor 3**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Third Part**;

AND

PIRAMAL TRUSTEESHIP SERVICES PRIVATE LIMITED, having its registered office at 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013, acting in its capacity as the security trustee for the Lender (hereinafter referred to as the "**Security Trustee**" or the "**Mortgagee**" which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its permitted assigns).

(The Mortgagor 1, Mortgagor 2 and Mortgagor 3 are hereinafter collectively referred to as the "**Mortgagors**").

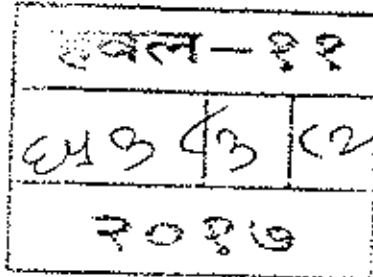
(The Mortgagors and the Mortgagee are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**").

WHEREAS:

- A. The Borrower and the Co-Borrower are engaged in the business of real estate construction and development. The Borrower and the Co-Borrower has pursuant to the loan agreement dated 24th July, 2017 ("**Loan Agreement**") executed among, *inter alia*, the Borrower, Co-Borrower

Annuj Unesh Goel Annuj Unesh Goel





and **PIRAMAL FINANCE LIMITED**, a company incorporated under the Companies Act, 1956 with corporate identity number U99999MH1974PLC129493 and a non-banking financial company within the meaning of the Reserve Bank of India Act, 1934 and having its registered office address at 1st Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013, India and branch office at Piramal Tower, B Wing, Ground Floor, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai – 400 013, India, (hereinafter referred to as the “Lender” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and assigns), agreed to avail a rupee facility to an extent of Rs. 50,00,00,000/- (Rupees Fifty Crore only) (“Loan”) from the Lender, on the terms and conditions set out in the Loan Agreement;

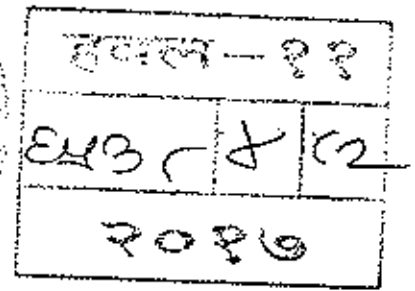
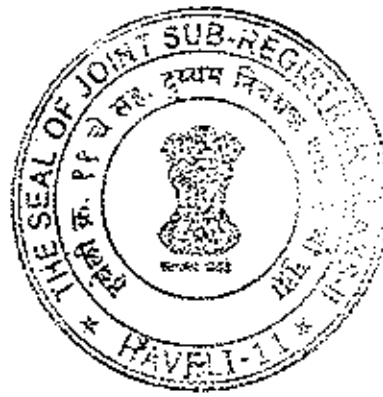
- Amul K. Gao*
- B. Mortgagor 1 entered into a Joint Venture Agreement dated 21st June, 2013 bearing registration number 5090 /2013 (“JV Agreement”) and a deed of correction dated 30th June, 2016 bearing registration number 10292/2016 (“DoC”) with the Mortgagor 2 granting development rights in favor of Borrower/Mortgagor 2 for a portion admeasuring Hectares 01=60 Ares as more particularly defined in **Part B of First Schedule** hereunder. Pursuant to the JV Agreement read with the DoC, Mortgagor 1 granted a Power of Attorney dated 21st June, 2013 bearing registration number 5091 in favour of Mortgagor 2;
- C. Mortgagor 1 thereafter vide a Deed of Sale dated 10.02.2017 duly registered under Serial No. 3049 of 2017 with the Sub-Registrar, Haveli VI, Pune, transferred, assured, conveyed a portion admeasuring Hectares 01=00 Ares in favour of Mortgagor 2 as more particularly defined in **Part C of First Schedule** hereunder;
- D. As on the date hereof, the Mortgagors legally and beneficially owns the Mortgaged Properties (defined below), as more particularly provided in **Part A of the First Schedule** hereunder;
- E. One of the conditions of the Loan as per the Loan Agreement is that the Mortgagors shall provide security interest by way of first and exclusive mortgage over the Mortgaged Property in the manner as set out in this Indenture;
- F. To secure the Loan of upto Rs. 50,00,00,000 (Rupees Fifty Crore) along with Secured Obligations (as defined in the Loan Agreement), the Mortgagors herein have, *inter alia*, agreed to create a first and exclusive mortgage by way of mortgage in favour of the Mortgagee on all the Mortgagor’s rights, title and interest in the Mortgaged Property (as more particularly identified in **Part A of First Schedule** hereto); and
- G. The Mortgagee has now called upon the Mortgagors and has requested the Mortgagors to execute these presents and create a mortgage in favour of the Mortgagee, which the Mortgagors have agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

DEFINITIONS AND INTERPRETATION

Amul K. Gao *Amul K. Gao*





Definitions

Except as otherwise defined herein, all capitalised terms in this Indenture shall have the meaning ascribed to such term in the Loan Agreement. In this Indenture, the capitalised terms listed below shall have the following meanings ascribed to them:

"Account Bank / Escrow Bank" shall mean HDFC Bank Limited, at such branch, with which the Escrow Accounts are opened and maintained in terms of the Escrow Agreement.

"Applicable Law" shall mean any applicable constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, circular, notification, clarification, guidelines, instruction or requirement having the force of law in any jurisdiction, and "lawful" and "unlawful" shall be construed accordingly;

"Business Day" shall mean a day (other than a Sunday or a public holiday) on which banks are open for general business in Mumbai and Pune;

"Encumbrance" shall mean any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

"Escrow Accounts" shall mean Escrow Account of Project 1, Escrow Account of Project 2, Escrow Account of Project 3 and Escrow Account of Project 4 collectively.

"Event of Default" shall mean the occurrence of event which has been identified as an event of default under the Loan Agreement;

"Existing Lender" shall mean HDFC Ltd.

"Existing Loan" shall mean the aggregate financial facility availed by the Borrower from Existing Lender out of which a sum of Rs.130,000,000/- (Rupees Thirteen Crores only) is outstanding as on Execution Date.

"Finance Documents" shall mean the Loan Agreement and all other agreements executed by the Borrower, Co – Borrower and in connection with the Loan;

"Final Maturity Date" shall mean the date when the Secured Obligations are discharged in full to the satisfaction of the Lender.

"Government Approvals" shall refer to all approvals / licenses / consents to be taken under Applicable Law from any Governmental Authority;





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"Governmental Authority" shall mean any federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal, arbitral or judicial body (including any grand jury), and any recognized stock exchange of India.

"Indenture" shall mean this indenture of mortgage and includes all recitals, annexures, schedules and exhibits appended hereto and any amendment or supplement thereof made in accordance with its provisions.

"Lender" shall mean Piramal Finance Limited, a company incorporated under the companies act, 1956, a non-banking financial company within the meaning of the reserve bank of India act, 1934 and having its registered office address at 1st Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013, India and branch office at Piramal Tower, B Wing, Ground Floor, Peninsula Corporate Park, g.k. Marg, Lower Parel, Mumbai - 400 013, India, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and assigns).

"Loan Amount / Loan / Facility" shall mean the first tranche loan amount and the subsequent tranches loan amount collectively

"Mortgaged Assets" shall mean Mortgaged Assets of Project 1, Mortgaged Assets of Project 2, Mortgaged Assets of Project 3 and Mortgaged Assets of Project 4 collectively, wherein:

"Mortgaged Assets of Project 1" shall mean ownership rights of the Borrower/Co-Borrower in Property 1 (ii) Unsold Units of Project 1; and (iii) Hypothecated Assets of Project 1.

"Mortgaged Assets of Project 2" shall mean ownership rights of the Borrower/Co-Borrower in Property 2 (ii) Unsold Units of Project 2; and (iii) Hypothecated Assets of Project 2.

"Mortgaged Assets of Project 3" shall mean ownership rights of the Borrower/Co-Borrower in Property 3 (ii) Unsold Units of Project 3; and (iii) Hypothecated Assets of Project 3.

"Mortgaged Assets of Project 4" shall mean ownership rights of the Borrower/Co-Borrower in Property 4 (ii) Unsold Units of Project 4; and (iii) Hypothecated Assets of Project 4.

"Projects" shall mean Project 1, Project 2, Project 3, and Project 4 collectively, wherein:

"Project 1" shall mean Phase 1 of the project 'Ganga Amber', comprising of Tower A and Tower B and being developed by the Borrower.

"Project 2" shall mean Phase 2 of the project 'Ganga Amber', comprising of Tower C and being developed by the Borrower.

"Project 3" shall mean Phase 3 of the project 'Ganga Amber', comprising of Tower D and Tower E and being developed by the Borrower.

Signature of Anil Goel





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"Project 4" shall mean Phase 4 of the project 'Ganga Aurum Park', comprising of Tower F and being developed by the Co-Borrower.

"Power of Sale" shall have the meaning given to such term in Clause 15 (d) (*Sale Without Intervention of Court*);

"Property / Properties" shall mean Property 1 and Property 2 collectively, wherein:

"Property 1" shall mean the property more particularly described in Part (i) of Part A of the First Schedule; and

"Property 2" shall mean the property more particularly described in Part (ii) of Part A of the First Schedule;

"Receiver" shall have the meaning given to it in Clause Error! Reference source not found. below;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security in favour of the Mortgagee in respect of the Secured Obligations; and

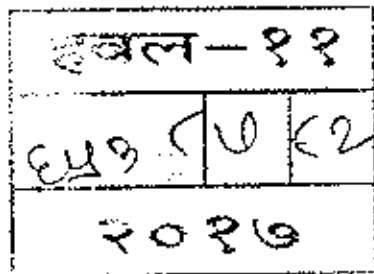
"Tax" means any tax, levy, cess, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

INTERPRETATION

In this Indenture, unless the context otherwise requires:

- (a) the recitals shall be construed as part of this Indenture;
- (b) the words importing singular shall include plural and vice versa and the words denoting natural persons shall where the context admits, include partnerships, firms, companies, corporations, associations, organisations or other entities (whether or not having a separate entity)
- (c) the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this Indenture;
- (d) the words "include" and "including" are to be construed without limitation;





- (e) reference to this Indenture or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, or supplemented;
- (f) all references in this Indenture to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment;
- (g) the provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth;
- (h) in the event of there being any inconsistency or repugnancy between the provisions contained in the Loan Agreement and these presents, the provisions contained in the Loan Agreement as modified or supplemented from time to time shall prevail to the extent of such inconsistency or repugnancy.

1. COVENANT TO PAY

- 1.1 Pursuant to the Finance Documents and in consideration of the Lender extending the Loan to the Borrower, the Mortgagors covenant and agree with the Mortgagee that they shall comply with the terms and conditions of the Finance Documents and that the Mortgagors shall discharge the Secured Obligations in accordance with the terms and conditions in the Finance Documents, including this Indenture.
- 1.2 The Mortgagors hereby further covenants with the Mortgagee that in the event the Mortgagors fails to discharge the Secured Obligations on the respective due dates as set out in the Loan Agreement, then and in every such case the Mortgagors shall pay default interest at the rate mentioned in the Loan Agreement and it is hereby further agreed that the provisions relating to default in discharge of the Secured Obligations shall not in any way be deemed to authorize the Mortgagors to allow any Secured Obligations to fall in arrears nor shall it in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing the discharge of the Secured Obligations.

2. ADEQUATE CONSIDERATION

The Mortgagors confirm and declare that it has undertaken to provide security by way of mortgage over the Mortgaged properties in favour of the Security Trustee acting in trust and for the benefit of the Lender and that the Security is being provided in consideration of the Lender extending the Loan to the Borrower and that this consideration is good and valuable consideration.

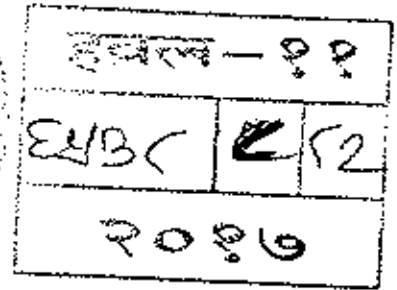
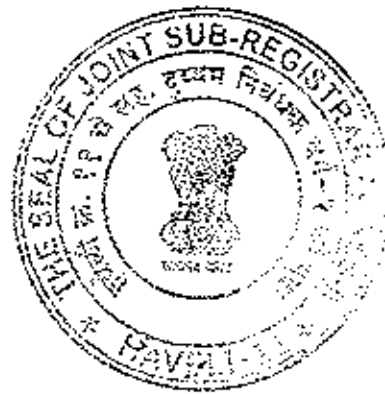
3. GRANT AND TRANSFER

- 3.1 For the consideration aforesaid and as continuing security for the discharge of the Secured Obligations, the Mortgagors hereby create in favour of the Security Trustee acting in trust and for the benefit of the Lender, a mortgage by way of first and exclusive charge over the Mortgaged Properties (together with buildings and structures thereon and all plant and machineries attached to the earth or permanently fastened to anything attached to the earth) for the benefit of the Lender.
- 3.2 The Mortgagors further grant in favour of the Security Trustee, all rights, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever to and arising in relation to the Mortgaged Properties.
- 3.3 TO HAVE AND TO HOLD all and singular, the Mortgaged Properties unto the Security Trustee acting in trust and for the benefit of the Lender in accordance with these presents absolutely UPON TRUST and subject to the powers and provisions declared and contained herein and in the Finance Documents.

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4. NO POSSESSION

Notwithstanding anything contained in Clause 3.1 hereinabove, it is hereby agreed that the possession of the Mortgaged Properties shall neither be given nor agreed to be given to the Mortgagee except upon the occurrence of an Event of Default.

5. FURTHER ACQUISITIONS / ADDITIONS

The mortgage shall be deemed to be extended to, and shall include all profits and accretions accruing to the Mortgaged Properties and the Mortgagor shall upon the request of the Mortgagee and at the Mortgagors' own costs, as soon as possible execute and register in favour of the Mortgagee such mortgage and any other charge or other instruments as may be required by the Mortgagee, granting conveying, assigning and assuring the same to the Mortgagee upon the same terms and conditions as are herein contained and for the purposes aforesaid, the Mortgagors shall do or cause to be done all such acts, deeds and things as may be required by the Mortgagee (at the Mortgagors' sole cost and expense).

6. NATURE OF SECURITY / POWERS OF MORTGAGEE

a. Ranking

The mortgage and charge created by the Mortgagors on the Mortgaged Assets in favour of the Mortgagee hereunder by way of English mortgage and lien shall be a charge in favour of the Mortgagee as stated herein above in Clause 3, to secure the payment of Outstanding Amounts and discharge of the Secured Obligations. The Security created under these presents may be enforced against the Mortgagors without having recourse to any other rights of the Mortgagee and the liability of the Mortgagors shall not be affected, impaired or discharged under any circumstances whatsoever.

b. Continuing Security

(i) Subject to what is stated in Clause 14, the Security created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the date when the Outstanding Amounts and the Secured Obligations under the Security Documents together with all interest, costs, charges, expenses and any other Outstanding Amounts and payable under the Facility Documents is discharged in full to the satisfaction of the Mortgagee and the Lender, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagors of the whole or any part of the Outstanding Amounts and/or Secured Obligations. This security may be enforced by the Mortgagee against the Mortgagors upon the occurrence of an Event of Default without first having recourse to any other rights of the Mortgagee against the Mortgagors or any other Person(s) under any Security Documents.

(ii) In the event, upon enforcement of the mortgage as stated hereunder, the sale proceeds are not adequate to meet all the Outstanding Amounts and Secured Obligations, then the Mortgagee shall continue to have a claim against the Mortgagors with regards to the balance amount. In the event, upon enforcement of the security, any surplus arises after the full and due satisfaction of all the

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Outstanding Amounts and Secured Obligations as set out in the Finance Documents, the Mortgagee shall forthwith pay such surplus to the Mortgagees.

(iii) The Security Interest created by this Deed is in addition to and shall not be merged in, or in any way excluded or prejudiced, or be affected by any other security interest, right of recourse, guarantee, pledge, indemnity, lien or other right or remedy (or the invalidity thereof) which the Mortgagee may now or at any time hereafter hold or have (or would, apart from the Security Interest created by this Deed, hold or have) as regards the Mortgagors or any other Person in respect of the Outstanding Amounts and / or the Secured Obligations.

(c) Cumulative Powers

The powers which this Deed confers on the Mortgagee and any Receiver are:

- (a) cumulative;
- (b) without prejudice to their respective powers under the Applicable Laws; and
- (c) may be exercised as often as the Mortgagee or the Receiver deem fit, and the Mortgagee or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement, and the Mortgagors acknowledge that the powers of the Mortgagee and the Receiver shall in no circumstances, be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

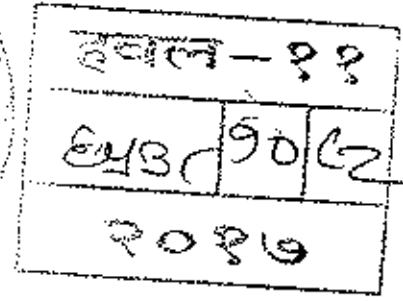
(d) Avoidance of Payments

Notwithstanding that any other Person may have paid all amounts in respect of the Outstanding Amounts and/or Secured Obligations and/or any discharge, release or settlement from time to time, if any security, disposition or payment granted or made to the Mortgagee/Lender in respect of the Outstanding Amounts and/or Secured Obligations is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any Applicable Law relating to bankruptcy, insolvency, liquidation, dissolutions, industrial sickness, composition or arrangement for the time being or from time to time in force or for any other reason and consequently the Outstanding Amounts and/or Secured Obligations owing to the Mortgagee/Lender are still owing then for the purpose of these presents, the amount so avoided, set aside, ordered to be surrendered, paid away, refunded, reduced or shared shall not be considered to have been paid and the Mortgagee shall be entitled thereafter to enforce these presents as if no such discharge, release or settlement had occurred.

(e) Unconditionally of Lien

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The mortgage, charge and lien created by these presents shall not be discharged or affected by:

- (a) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Mortgagors or any other Person, given for any reason whatsoever;
- (b) any amendment, modification or supplement to this Deed or any other agreement, guarantee, indemnity, right or remedy or lien;
- (c) the making or absence of any demand on the Mortgagors or any other Person for payment; or
- (d) any other matter or thing whatsoever relating to and/or arising out of this Deed.

(f) Distribution of Payments

All moneys received or recovered by the Mortgagee pursuant to this Deed or any other Security Document and/or the powers hereby conferred shall be applied towards discharging the Outstanding Amounts and the Secured Obligations in accordance with the terms of this Deed and the Facility Documents. Any surplus of such moneys pursuant to application thereof shall be paid over to the Mortgagors or whosoever may be lawfully entitled to receive such surplus.

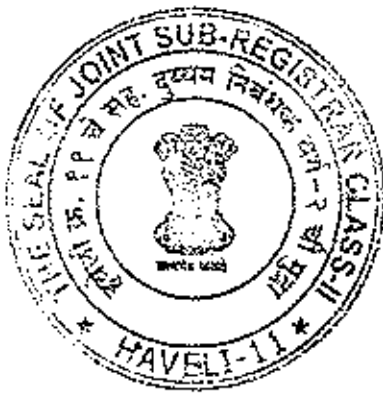
7. COVENANTS OF THE MORTGAGORS

1.1 The Mortgagors covenant that:

1.1.1 In addition to the covenants specified in the Loan Agreement, the Mortgagors declare, represent and covenant as follows:-

- (a) The Mortgagors represent and covenant that the Mortgaged Assets here in before expressed to be granted, conveyed, assigned, transferred and assured by the Mortgagors are the sole and absolute property of the respective Mortgagors, as set out herein and, subject to what is stated in this Deed, are free from any Encumbrance and are not subject to any *lis pendens*, attachment or other process issued by any court or other authority.
- (b) the Mortgagors now have the power to act, convey, transfer, assure and assign unto the Mortgagee the Mortgaged Assets by creating a charge unto the Mortgagee in the manner stated in this Deed.





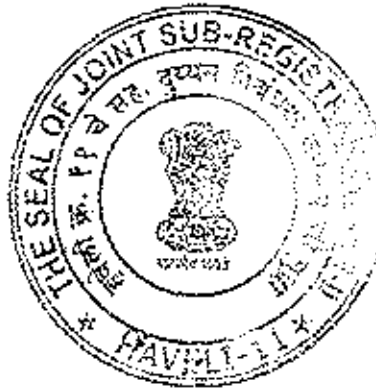
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- (c) that upon occurrence of an Event of Default it shall be lawful for the Mortgagee upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Assets henceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Mortgagors or any other Person or Persons claiming by, through, under or in trust for the Mortgagors and that freed and discharged from or otherwise by the Mortgagors sufficiently indemnified against all Encumbrances and demands whatsoever.
- (d) that the Mortgagors shall execute all such deeds, documents and assurances and do all such acts and things as the Mortgagee may reasonably require for exercising the rights under these presents and the Security Documents or for effectuating and completing the Security Interest intended to be hereby created and shall from time to time and at all times after the Security Interest hereby constituted shall become enforceable execute and do all such deeds, documents, assurances, acts, and things as the Mortgagee may require for facilitating realization of the Mortgaged Assets and for exercising all the powers, authorities and discretion thereby offered on the Mortgagee or any Receiver and in particular the Mortgagors shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Assets whether to the Mortgagee or to its nominees which the Mortgagee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall for such purposes or any of them make or consent to such application to any Government or local authority as the Mortgagee may require for the consent, sanction or authorization of such authority to or for the sale and transfer of the Mortgaged Assets or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagors and for the purposes aforesaid a certificate in writing signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of such fact.
- (e) The Mortgagors have a good right and full power to grant the Mortgaged Assets hereby granted or expressed so to be and every part thereof unto and to the use of the Mortgagee in manner aforesaid.
- (f) If an Event of Default, as set out in the Facility Documents occurs, the Mortgagee shall enjoy and receive the rents and profits from the Mortgaged Assets without any interruption or disturbance whatsoever by the Mortgagors or any other Person or Persons lawfully claiming under them, free from all Encumbrances whatsoever and further that the Mortgagors and all other Persons having or lawfully or equitably claiming any estate or interest in the Mortgaged Assets or any part thereof shall and will from time to time and at all times hereafter upon the request of the Mortgagee and at the cost of the Mortgagors during the continuance of this security and execute or cause to be done and executed all such acts, deeds and things, whatsoever for further and

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more perfectly assuring the Mortgaged Assets or such part thereof unto and to the use of the Mortgagee in manner aforesaid as shall or may be reasonably required by the Mortgagee.

- (g) The Mortgagee or its nominees shall, with prior intimation to the Mortgagors and at the risk and expense of the Mortgagors, be entitled at all times to enter the Mortgaged Assets (of such nature) or any part thereof and inspect the same.
- (h) The Mortgagors shall, from time to time and at all times during the continuance of this security at its expense, keep the Mortgaged Assets hereby granted in marketable and good condition and shall pay all the rates and taxes, assessment dues and duties payable in respect of the same. Upon the occurrence of an Event of Default it shall be lawful for the Mortgagee (without being bound to do so) to keep the Mortgaged Assets in good condition and to pay such rates, taxes, assessments, dues and duties as aforesaid and will from time to time on demand pay to the Mortgagee all sums of money so paid or expended together with interest at the rate of 18% (eighteen per cent) per annum from the time the same shall have been so paid or expended and until so repaid, the same shall also constitute a charge upon the Mortgaged Assets in addition to the Outstanding Amounts and the Secured Obligations.
- (i) The Mortgagors shall at all times during the continuance of this security, insure and keep insured the entire Mortgaged Assets of an insurable nature against loss or damage by fire, flood, earthquake, storm, tempest lightening, explosion and other acts of God and also by riot or other civil commotion or revolution as also by acts of enemies during war or other risks of war or emergency or such other risks as may be required by the Mortgagee from time to time on the basis of replacement cost (or on such other basis as may be agreed between the Mortgagee and the Mortgagors) with a reputed insurance company or companies and nominate the Mortgagee as the beneficiary/ assignee/co-insurer thereof and the Mortgagors shall duly pay all premia or other sums payable for the purpose and to effect renewal of such insurance and deliver to the Mortgagee a copy of every such policy of insurance and receipt for the last premium payable thereunder. In the event of a payment pursuant to any such insurance policy and such insurance proceeds have not, within 30 (Thirty) days of receipt by the Mortgagors, been applied towards reinstatement of the Mortgaged Assets, such insurance proceeds shall be applied towards Mandatory Repayment of the Outstanding Amounts and Secured Obligation. The Mortgagors agree that, in the event of failure on the part of the Mortgagors to insure the Mortgaged Assets or to pay the insurance premia or other sums referred to above, the Mortgagee may, but shall not be obliged to, get the Mortgaged Assets insured or pay the insurance premia and other sums referred to above, as the case may be, and the Mortgagors shall forthwith on receipt of a notice of demand from the Mortgagee reimburse all sums so paid by the Mortgagee together with interest thereon at the rate of 18% (eighteen per cent) per annum from the date of

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payment until such reimbursement by the Mortgagors and the same shall also constitute a charge upon the Mortgaged Assets.

- (j) Any Event of Default occurring under the terms of the Loan Agreement shall constitute a default of the terms of this Deed and the security created hereunder in favor of the Mortgagee and shall become enforceable by the Mortgagee.

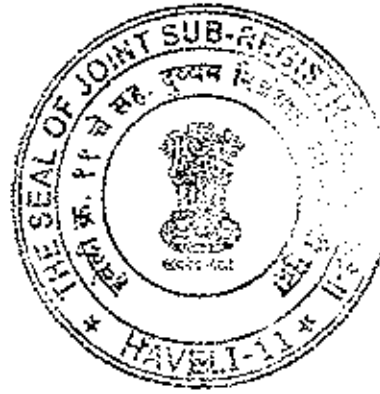
1.1.2 Affirmative covenants

- (a) The Mortgagors covenant with the Mortgagee that till such time that the Outstanding Amounts and Secured Obligations remain outstanding:

- (i) The Mortgagors shall conduct their respective businesses with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel and to inform Mortgagee about any change in conduct of business before such change;
- (ii) The Mortgagors shall maintain and keep in proper order and in good condition the Mortgaged Assets of such nature. In case the Mortgagors fail to keep in proper order, repair and in good condition the Mortgaged Assets or any part thereof, then, in such case, the Mortgagee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Assets or any part thereof and any expense incurred by the Mortgagee and their costs and charges therefore shall be reimbursed by the Mortgagors along with the interest of 18% per annum from the date of expenses being incurred by the Mortgagee until such reimbursement by the Mortgagors and the same shall also constitute a charge upon the Mortgaged Assets;
- (iii) The Mortgagors shall keep proper books of account as required by the Act and applicable laws and make true and proper entries therein of all dealings and transactions of and in relation to the Mortgaged Assets and keep the books of account and all other books, registers and other documents relating to the affairs of the Mortgagors in respect of the Mortgaged Assets and ensure that all entries in respect of the Mortgaged Assets shall at reasonable times be open for inspection to the Mortgagee and such Person or Persons, as the Mortgagee shall, from time to time, in writing for that purpose appoint;
- (iv) Upon Mortgagee providing a notice of 7 (seven) days, the Mortgagors shall permit the Mortgagee and such Person, as it shall from time to time in writing for that purpose appoint, inspect the Mortgaged Assets and the books of

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account in respect of the Mortgaged Assets and pay all travelling, hotel and other expenses of the Mortgagee or any person whom the Mortgagee may depute for the purpose of such inspection and if the Mortgagee shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert, however it is agreed by the Parties that no such notice shall be provided on occurrence of an Event of Default under the Finance Documents;

- (v) The Mortgagor shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Mortgagors and when the same shall become payable and when required by the Mortgagee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagors in respect of or any part of the Mortgaged Assets;
- (vi) The Mortgagors shall forthwith give notice in writing to the Mortgagee of commencement of any proceedings directly affecting the Mortgaged Assets or development of the Property or any part thereof;
- (vii) The Mortgagor shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Applicable Law and also to be registered in conformity with the provisions of the Indian Registration Act, 1908 or any other Applicable Law, ordinance or regulation of or relating to any part of India, within which any portion of the Property are or may be situated by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents;
- (viii) The Mortgagor shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Mortgagors may be required to pay according to the Applicable Laws for the time being in force in the state in which the Mortgaged Assets are situated or otherwise, and in the event of the Mortgagors failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Mortgagee will be at liberty (but shall not be bound) to pay the same and the Mortgagor shall reimburse the same to the Mortgagee on demand along with the interest of 18% per annum from the date the Mortgagee incurs such expenditure until payment thereto without any protest or demur and the same shall also constitute a charge upon the Mortgaged Assets;

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- (ix) The Mortgagorshall reimburse all sums paid or expenses incurred by the Mortgagee or any receiver, attorney, manager, agent or other Person appointed by the Mortgagee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf. All such sums shall carry interest at the rate of 18% (eighteen per cent) per annuums from the date when, the same shall have been advanced, paid or become payable or due and as regards liabilities. The Mortgagors will, on demand, pay and satisfy or obtain the releases of such Persons from such liabilities and if any sum payable under this clause shall be paid by the Mortgagee the Mortgagorshall, forthwith on demand, reimburse the same to the Mortgagee. Until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Assets in priority to the charge securing the Outstanding Amounts;
- (x) The Mortgagorshall promptly inform the Mortgagee of any loss or damage which the Mortgagors may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc., affecting the Mortgaged Assets.

1.1.3 Negative Covenant

The Mortgagors covenant with the Mortgagee that till such time that the Outstanding Amounts and the Secured Obligations are outstanding, without the prior written approval of the Mortgagee, the Mortgagors, shall not sell or dispose or in any manner deal with the Mortgaged Assets or any part thereof or create thereon any mortgage, lien or charge, pledge or otherwise howsoever or other Encumbrance of any kind whatsoever;

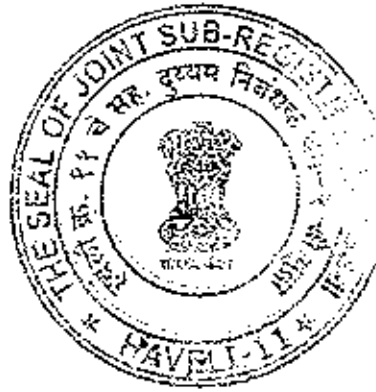
1.1.4 The Mortgagors covenant that:

they shall, from time to time and at all times during the continuance of these presents and the Security hereby created:

- (a) keep the Mortgaged Assets hereby granted, conveyed, assigned and assured or secured or charged or expressed so to be, in a good and substantial state of repair; and
- (b) duly pay and discharge all dues and charges which after proper notice have become due (including those (if any) which are payable in arrears) in respect of the Mortgaged Assets (now owned or hereafter acquired) including, without limitation, all the government revenue, rates, rents, taxes, assessments, dues and duties and all charges of a public nature and all other dues, charges and outgoings of governmental or non-governmental or any other nature whatsoever.

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- (c) shall always be in a position to appropriate the Mortgaged Assets (of such nature) in the event that the Security hereby created becomes enforceable by virtue of these presents or otherwise in law.
- (d) they shall comply with and observe and perform all the terms, conditions and covenants contained in these presents.

1.1.5. Special Covenants

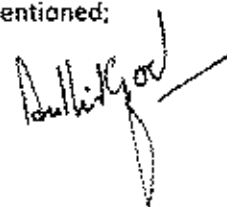
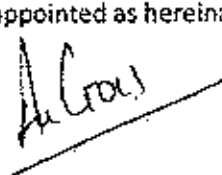
- (a) The Mortgagors agree and undertake that they shall execute and register all relevant documents and create security for the Outstanding Amounts and Secured Obligations in accordance with the Loan Agreement and the other Finance Documents.
- (b) The Mortgagors hereby covenant and undertake that they shall fulfil all the covenants, undertakings and obligations contained in the Finance Documents and in addition thereto also do all such acts and deeds as may be required by the Mortgagee from time to time.

8. POWER OF THE MORTGAGEE TO APPOINT A RECEIVER

- 8.1 Upon the occurrence of an Event of Default and if such Event of Default is not remedied within the applicable cure period (as may be applicable) as provided in the Loan Agreement, the Mortgagee may at any time after the security hereby constituted has become enforceable and whether or not the Mortgagee shall then have entered into or taken possession of the Mortgaged Assets and in addition to the powers hereinbefore conferred upon the Mortgagee after such entry into or taking possession of in consultation with / upon the instructions of the Lender, may have a receiver or receivers appointed for the Mortgaged Assets or any part thereof (hereinafter referred to as the "Receiver"), and:

- 8.1.1 unless otherwise directed by the Mortgagee, such Receiver shall have and exercise all powers and authorities vested in the Mortgagee hereinafter set forth or under Applicable Law or as the Mortgagee may think expedient, including the following rights, power and authorities:

- (a) to receive the rents and profits of the Mortgaged Assets from the present and future tenants and occupiers thereof and the Persons liable to pay the same respectively, and in case of the non-payment thereof to use all or any lawful remedies for recovering and obtaining payment of the same as fully and effectually as the Mortgagors could do and the Mortgagors do hereby direct the present and future tenants and occupiers of the Mortgaged Assets and the Persons liable to pay the same respectively, to pay the rents and profits of the Mortgaged Assets unto such Receiver and to any future Receiver to be appointed as hereinafter mentioned;







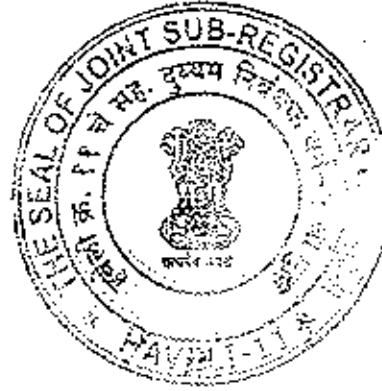
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- (b) to take possession of and collect all or any part of the Mortgaged Assets and for that purpose to take any proceedings and enforce any order or judgment in the name of the Mortgagors or otherwise as the Receiver shall consider fit;
- (c) to make any arrangement or compromise between the Mortgagors and any other Person or pay any compensation or incur any obligation which the Mortgagee or the Receiver shall consider fit;
- (d) 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 otherwise dispose of the Mortgaged Assets or such part thereof in such manner and generally on such terms and conditions as the Mortgagee shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagors or otherwise;
- (e) to make, effect and do all maintenance, repairs, developments, reconstruction, improvements, furnishings, equipment, insurance, alterations or additions to or in respect of the Mortgaged Assets and maintain, renew, take out or increase insurance in the interest of the Mortgagee for maintaining the value of the Mortgaged Assets, in every such case as the Mortgagee or the Receiver shall consider fit;
- (f) to obtain all licenses, planning consents and permissions, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Mortgagee or Receiver shall consider fit;
- (g) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagors and/or the Obligors or relating in any way to the Mortgaged Assets;
- (h) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Assets as the Receiver shall consider fit;
- (i) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Assets;

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- (j) to exercise all such other powers and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Assets confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and
- (k) in the exercise of any of the powers aforesaid, to expend such sums as the Receiver may think fit and the Mortgagors shall, repay to the Receiver all sums so expended together with interest thereon at the applicable rate from the date of payment by the Receiver until the date of repayment, such sums together with such interest, as shall be secured by this Deed.
- 8.1.2 unless otherwise directed by the Mortgagee, such Receiver may exercise all the rights, powers, authorities and discretions herein or by law vested in the Mortgagee;
- 8.1.3 such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions from time to time made and given by the Mortgagee;
- 8.1.4 the Mortgagee may from time to time fix the remuneration of such Receiver and shall direct payment thereof out of the sale proceeds of the Mortgaged Assets, but the Mortgagors shall be liable for the payment of such remuneration;
- 8.1.5 the Mortgagee may from time to time and at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Mortgagee but the Mortgagee shall not be bound to require such security in any case;
- 8.1.6 the Mortgagee may pay over to such Receiver any monies constituting part of the securities to the intent that the same may be applied for the purpose hereof by such Receiver and the Mortgagee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;
- 8.1.7 every such Receiver shall be the agent of the Mortgagors for all purposes and the Mortgagors shall be responsible for his acts and defaults loss or misconduct and liable on any contract or engagement made or entered into by him (unless such defaults are due to improper intervention of the Mortgagee) and for his remuneration; and

It is further clarified that the Mortgagee shall be entitled to take necessary steps to enforce the security in any priority or preference as the Mortgagee in its sole discretion deems fit and the Mortgagors shall have no right or claim against the Mortgagee for exercising its rights in such manner.

9. EVENTS OF DEFAULT AND REMEDIES

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9.1 Events of Default

Upon the occurrence of any Event(s) of Default as set out in the Loan Agreement, the Mortgagee may upon instruction of the Lender by a notice in writing to the Mortgagors declare the Outstanding Amounts to be due and payable forthwith by the Mortgagors and the Security interest created in favor of the Mortgagee hereunder shall become enforceable. Further, the Lender/ Mortgagee shall also to be entitled to exercise the following rights in case of an Event of Default as set out in the Loan Agreement:

9.1.1 Step-in Rights

9.1.1.1 Upon the occurrence of any Event of Default, the Mortgagee may in its discretion be entitled to take charge over the Projects and substitute the contractors and/ or consultants and/ or architects or other persons appointed for the purposes of construction and development of the Projects in such manner and on such terms and conditions as the Mortgagee may deem fit. For this purpose, the Mortgagors hereby agree that they shall do all such acts, deeds and things as may be required to ensure that representatives of the Mortgagee are able to supervise and manage the Projects. For the avoidance of any doubt, the Mortgagors or any their respective Affiliates shall not commit any act or omission, take any action or any decision with respect to the Projects without the prior written consent of the Mortgagee.

9.1.1.2 The Mortgagee may by a notice in writing to the Mortgagors in consultation with / upon the instructions of the Lender identify a person who shall be the development manager/ project manager of the Projects and shall be responsible for undertaking the development of the Projects on the terms and conditions, including remuneration, as agreed between Mortgagee and such third party ("Manager"). Upon such notice to the Mortgagors, they shall execute appropriate agreements / letters / deeds / documents ("Management Agreement") as specified by Mortgagee, with, or for the benefit of, such Manager.

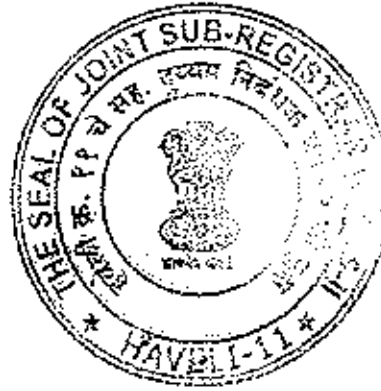
9.1.1.3 The Mortgagors undertake to take all measures as are required to execute such Management Agreement and the Manager is able to discharge its duties under such Management Agreement, including by calling requisite Board meetings and voting in a manner that the execution of the Management Agreement and appointment of the Manager is ratified.

9.1.1.4 The Parties agree that the remuneration payable to the Manager shall be paid by the Mortgagors. The Mortgagors also agree and undertake to share all information about the Mortgaged Assets as is required by the Manager and/ or if required by any person proposed by the Mortgagee in consultation with / upon the instructions of the Lender as a Manager to enable such person to evaluate the Project.

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9.1.1.5 The Mortgagors also agree and undertake to ensure that any contractors/ consultants/ suppliers/ architects/ builders appointed in relation to the Projects (and their respective employees) are irrevocably instructed to co-operate in full with the Manager and follow its instructions fully and in good faith. The Mortgagors undertake that upon the appointment of the Manager, the Mortgagors shall only act in a non-executive capacity and shall undertake actions in good faith to ensure completion of the Projects and also acknowledges and confirms that the appointment of the Manager shall be beneficial for all the Parties hereof and the Project. All costs incurred or suffered by Mortgagee in identifying a Manager and/or negotiating and finalizing the terms of the Management Agreement shall be borne by the Mortgagors.

10. SALE WITHOUT INTERVENTION OF COURT

10.1 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

10.1.1 upon the happening of an Event of Default, it shall be lawful for the Mortgagee at any time with prior intimation to the Mortgagor, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Assets 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 Mortgagee may deem proper, with power to buy or obtain assignment of the Mortgaged Assets at any sale and to resell or reassign the Mortgaged Assets at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Assets 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 Assets without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882;

10.1.2 The power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until an Event of Default under the Loan Agreement has occurred.

10.1.3 No purchaser or other Person dealing with the Mortgagee and/or the 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 Section 69 Sub-section (b) of the Transfer of Property Act, 1882 has happened or whether any default has been made in payment of any moneys 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

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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 Mortgagors 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;

10.1.4 All other provisions and trusts ancillary to the power of sale which are contained in Section 59 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein; and

10.1.5 Upon any such sale /assignment as aforesaid the receipt by the Mortgagee of the purchase money paid by the purchaser shall effectually discharge the purchasers therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

11. NON-APPLICABILITY OF CERTAIN PROVISIONS OF TRANSFER OF PROPERTY ACT

11.1 Section 67A

The provisions of Section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents and the Mortgagee, notwithstanding that the Mortgagee may hold two or more mortgages executed by the Mortgagors including these presents, in respect of which the Mortgagee have the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, and the Mortgagee 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 moneys shall have become due;

11.2 Continued Possession

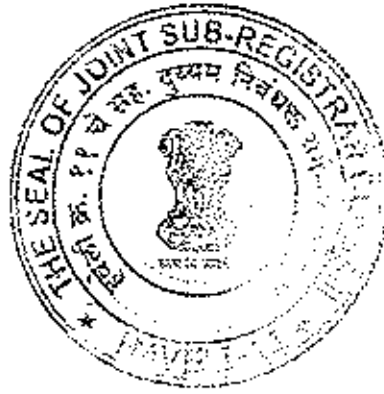
It shall be lawful for the Mortgagors to retain possession of, and the Mortgagors may use, the Mortgaged Assets in accordance with the Security Documents (including any disposal expressly permitted and subject to the terms of the Security Documents) until the Mortgagee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

11.3 Section 65A

The Mortgagors shall while in lawful possession of the Mortgaged Assets have no power to make leases thereof, save and except in pursuance of the terms of the Security Documents and with the consent in writing of the Mortgagee first obtained (which consent the Mortgagee shall not be bound to give) on such terms and conditions as the Mortgagee shall in its absolute

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discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

11.4 PROCEEDS OF THE MORTGAGED ASSETS OF PROJECT

All payments to be made by the Mortgagee under this Deed shall be made only from the income and proceeds from the Mortgaged Assets to the extent that the Mortgagee shall have received income or proceeds from the Mortgaged Assets to make such payments in accordance with the terms and provisions hereof. All amounts from time to time received by the Mortgagee in respect of the Mortgaged Assets shall be applied in accordance with the provisions hereof.

12. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of Clause 11 below the Mortgagors do hereby expressly agree with the Mortgagee that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Assets or any part thereof, be liable to the Mortgagors 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.

13. PROTECTION OF MORTGAGEE AND RECEIVER: LIMITATION OF LIABILITY

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

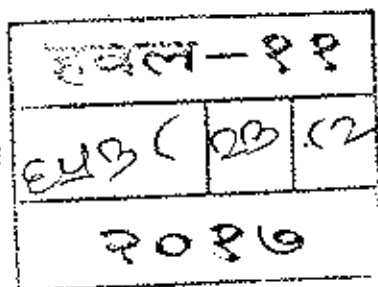
14. RECONVEYANCE / REDEMPTION

14.1 Upon satisfaction in full of the Outstanding Amounts and complete and full discharge of Secured Obligations to the satisfaction of the Mortgagee, the Mortgagee shall immediately, unconditionally release, reconvey, re-grant and reassign the Mortgaged Assets (or such balance part thereof) in favour of the Mortgagors, as applicable, provided that such reconveyance, reassignment or release of the Security Interest created under this Deed shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge which ranks *pari passu* in point of security or otherwise.

14.2 The re-conveyance and reassignment as stated hereinabove or the conveyance and other deeds, documents and writings in case of the MortgagedAssets in exercise of the power of the sale herein contained or transfer or mortgage or other assurance required to be created, by the Mortgagee shall, if executed by any of the duly and validly authorised officers of the

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Mortgagee, be deemed as good and effectual as if the same had been executed by the Mortgagee.

- 14.3 At the discretion of the Lender, the Security Trustee, subject to Applicable Law, may release partial charge on partial repayment as may be directed by the Lender.

15. SALE / REALISATION OF SECURITY

- 15.1 Upon the enforcement of the Security, the Mortgagee shall hold the monies received by it, or the Receiver, in respect of the Mortgaged Assets part thereof arising out of but not limited to:

- 15.1.1 sale proceeds;
- 15.1.2 Any sale, calling in or collection under this Deed;
- 15.1.3 rents, profits, income;
- 15.1.4 policy or policies of insurance;
- 15.1.5 compensation money in respect of any assumption of custody or control, expropriation or nationalisation by any government or governmental authority of all or any of the assets of the Obligors;

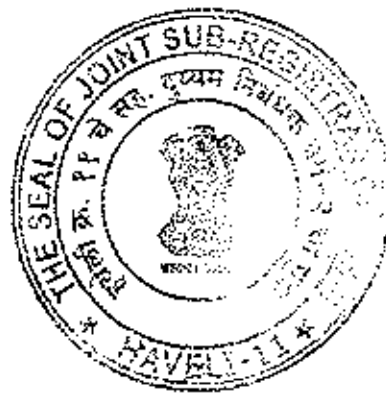
16. REPRESENTATIONS AND WARRANTIES

- 16.1 The Mortgagor hereby represent and warrant to the Mortgagee as follows:

- 16.1.1 (i) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Mortgagors or to which any of the Mortgagors' assets are or may be subject, and (ii) the Mortgagors have not been threatened by any such proceeding, claim, action or governmental investigation against it, which relates in any manner to the Finance Documents or the transactions contemplated hereby or which could adversely impact its ability to perform under the Finance Documents;

- 16.1.2 None of (a) the execution, delivery and performance of this Deed, (b) the consummation of the transactions contemplated by this Deed, or (c) the compliance with the provisions of this Deed, will (i) conflict with or breach any Applicable Laws, subject to receipt of all consents, approvals, authorizations as required under such laws; or (ii) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, any of the terms, covenants, conditions or provisions of any note, bond, mortgage, deed, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which the Mortgagors or any of the directors,





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partner, proprietor (as the case may be) is a party, so as to render the transactions envisaged under this Deed void or unenforceable.

- 16.2 Each Warranty is separate and independent and, save and except any disclosure made by the Mortgagors in connection with the Facility Documents, none of the Warranties shall be treated as qualified by any actual or constructive knowledge on the part of the Mortgagee or any of its agents, representatives, officers, employees or advisers.

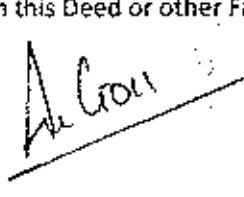
17. COSTS AND EXPENSES RELATED TO THIS DEED AND ENFORCEMENT OF SECURITY

The Mortgagors will pay all costs, charges and expenses in any manner incurred or made by the Mortgagee of and incidental to these presents or of and incidental to or in connection with this security as well for the assertion or defence of the right of the Mortgagee as for the protection and security of the Mortgaged Assets and for the demand realization and recovery of the Outstanding Amounts and Secured Obligations or any part thereof or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by the Mortgagors to the Mortgagee with interest at the rate of 18% thereon from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the Mortgaged Assets hereby granted.

18. INDEMNIFICATION BY THE MORTGAGORS

- 18.1 The Mortgagors ("Indemnifying Party") hereby indemnify and agree to defend and hold harmless (without limitation in amount or time), the Mortgagee and its officers, directors, and employees ("Indemnified Party") against and in respect of any and all losses arising out of claims, actions, demands, damages, liability and/or judgments (including reasonable attorneys' and consultants' fees and expenses) (collectively, the "Losses") incurred as a reason of or resulting or arising from or in relation to:

- 18.1.1 any breach of Warranties contained in this Deed or other Facility Documents or any representation, as set out in this Deed or other Facility Documents or in the event any Warranties and representations of the Mortgagors prove to be false or misleading;
- 18.1.2 any default or breach by the Mortgagors of their covenants, obligations and undertakings under this Deed;
- 18.1.3 any legal proceedings initiated against any of the Mortgagors and / or the Mortgaged Assets or any part thereof;
- 18.1.4 any Losses caused due to any Event of Default on the part of any of the Mortgagors as set out in this Deed or other Facility Documents;





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- 18.1.5 any Losses caused due to any legal proceedings initiated against the Mortgagors and / or the Mortgaged Assets or any part thereof;
- 18.1.6 any liability arising out of the business of the Mortgagors; and
- 18.1.7 any liability (including Tax and other statutory liabilities) relating to the Mortgagors irrespective of whether the claim is made at a later point in time.

Notwithstanding any investigation conducted before or after the execution of this Deed, and notwithstanding any actual or implied knowledge or notice of any facts or circumstances which the Indemnified Party may have as a result of such investigation or otherwise, the Indemnified Party may bring a claim for indemnification under this Clause.

The indemnification rights of the Indemnified Party under this Deed are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have under Applicable Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

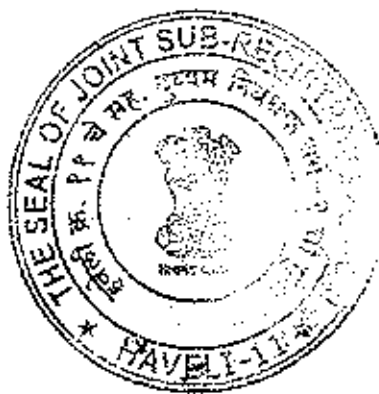
19. APPOINTMENT OF THE MORTGAGEE AND THE RECEIVER AS ATTORNEY OF THE OBLIGORS

19.1 Appointment

- 19.1.1 The Mortgagors irrevocably appoint the Mortgagee and the Mortgagee hereby gives consent to be its attorney with full power of substitution and in its name or otherwise on its behalf to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be desirable or necessary or which the Mortgagee or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Mortgagors hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Mortgaged Assets upon the occurrence of an Event of Default or the exercise of any rights in respect thereof or for giving to the Mortgagee the full benefit of the security created herein and so that the appointment hereby made shall operate to confer on the Mortgagee and the Receiver authority to do on behalf of the Mortgagors anything which it can lawfully do as its attorney and without prejudice to the generality of the foregoing the Mortgagors have appointed the Mortgagee, *inter alia* to:

- (a) execute and do all acts, deeds and things which the Mortgagors is authorized to execute and do under the covenants and provisions herein contained;





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- (b) generally use the name of the Mortgagors in the exercise of all or any of the powers by these presents or by law conferred on the Mortgagee or any Receiver appointed by the Mortgagee;
- (c) receive the sale consideration of the Mortgaged Assets directly in the name of the Mortgagee (on behalf of the Mortgagors) and to give valid and effectual discharge for the same; and
- (d) execute on behalf of the Mortgagors such documents and deeds as may be necessary to give effect to the provisions of this Deed and for the preservation, enforcement and realization of the security created hereby.

19.2 Ratification

The Mortgagors hereby ratify and confirm and agree to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

20. STAMP DUTY

This Deed of Mortgage has already been stamped for the maximum amount of Rs.10,00,500/- (Rupees Ten Lac and Five Hundred only) for the entire Outstanding Amounts in accordance with the provisions of the Maharashtra Stamp Act, 1958 and accordingly any collateral, additional or substituted security which may be created in favor of the Mortgagee to secure the Outstanding Amounts and/or Secured Obligations or any part thereof shall be stamped for a nominal amount of Rs.500/- (Rupees Five Hundred only) in terms of Section 4 of the Maharashtra Stamp Act, 1958 read together with Article 40 of Schedule I of the Maharashtra Stamp Act, 1958.

21. WAIVER

No failure or delay on the part of any of the Parties to this Deed relating to the exercise of any right, power, privilege or remedy provided under this Deed shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Deed nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Deed all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law.

22. SEVERABILITY

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Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more provisions of this Deed shall be held to be illegal, void, invalid or unenforceable, in whole or in part, under any enactment, or rule of law of any jurisdiction, the validity, legality and enforceability of the remainder of this Deed shall not be affected and the validity, legality and enforceability of the whole of this Deed in any other jurisdiction shall not be affected.

23. NOTICES

i) Communications in writing

Any notice, demand, request or other communication to be made or given under this Indenture shall be in writing unless otherwise stated. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail with acknowledgment due, postage prepaid. However in case of notice under (b) above the hard copy shall reach the recipient within 4 days.

ii) The address for service of the Mortgagee shall be:

Address : 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg,
Lower Parel, Mumbai - 400013

Tel No :
Facsimile :
E-mail :

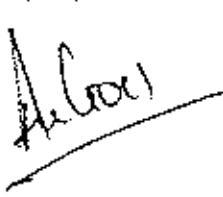
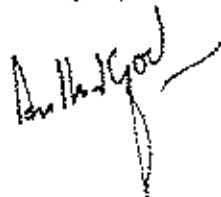
iii) The address for service to Mortgagors shall be:

Address : San Mahu complex, ground floor, S, Bund Garden road, Pune-411001]
Attention of : Shri Annuj Umesh Goel
Tel No : 020-26124265
Fax No : 020-26131044
Email : annuj@goelganga.in

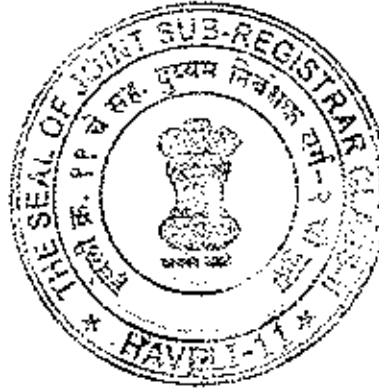
23.1 Any notice or other communication shall be sent by certified or registered mail, e-mail, facsimile or by hand delivery.

23.2 All notices referred in this Deed or other communications shall be deemed to have been duly given or made:

23.2.1 5 (five) Business Days after being deposited in the mail with postage pre-paid; and





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23.2.2 If delivered by facsimile, when the activity report confirms successful transmission, or if such day is not a Business Day or after 5 p.m. on any Business Day in the place of delivery, the next following Business Day.

23.2.3 Any notice given or communication made under this Deed must be in English Language.

23.2.4 Any communication or document to be made or delivered to the Mortgagee and/or the Lender will be effective only when actually received by the Lender.

23.2.5 Any communication or document made or delivered to the Mortgagors in accordance with this Clause will be deemed to have been made or delivered to the Mortgagors

24. COSTS AND STAMP DUTY

All costs and expenses including stamp duty, registration charges and all other statutory levies, duties incurred in connection with this Deed, the preparation, execution and delivery of this Deed and any other costs and expenses incurred in connection with this Deed, shall be borne by the Mortgagors. Any amount not paid by the Mortgagors and claimed, levied, recovered from or paid by the Mortgagee shall be recoverable from the Mortgagors along with the interest of 18% per annum from the date of expenses being incurred by the Mortgagee until such reimbursement by the Mortgagors.

25. AMENDMENT

No change or modification of this Deed shall be valid unless the same shall be in writing and signed by the Parties.

26. GOVERNING LAW

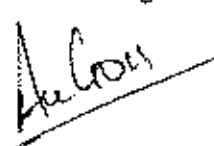
This Deed and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of India.

27. JURISDICTION

The courts of Pune shall have jurisdiction to try and entertain and disputes arising out of this Deed. However nothing shall prevent the Lender or the Security Trustee to initiate any proceeding in any other court of competent jurisdiction.

28. CONFIRMING PARTIES

The Confirming Parties confirm the contents of this Deed.





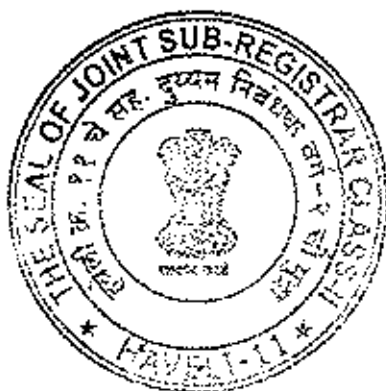
29. COUNTERPARTS

This Indenture (if required) may be executed in counterparts and all counterparts together shall constitute one and the same instrument.

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the Mortgaged Property)

PART A

(i) The contiguous block of land admeasuring Hectares 01 = 60 Ares out of the land admeasuring Hectares 04 = 46 Ares bearing Survey No.59 situate, lying and being at Village Tathwade within the Registration Sub-District of Taluka Mulshi, District Pune under the jurisdiction of Sub-Registrar Haveli and within the local limits of Municipal Corporation of Pimpri Chinchwad and which contiguous block admeasuring 16,000 sq.mtrs is bounded as follows, that is to say:

On or towards the East : By Survey no.60 (part).

On or towards the South : By Survey no.59(part).

On or towards the West : By Road.

On or towards the North : By Survey no.60 (part).

together with the rights, title, interest possessed by the Mortgagors in the underlying plot and areas appurtenant thereto all the buildings and structures thereon, fixtures, fittings, all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, all trees, fences, hedges, ditches, ways, sewers, drains, liberties, privileges, easements and appurtenances whatsoever to the said properties, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, property, claims and demands whatsoever of the Mortgagors in, to and upon the same whether presently in existence or constructed or acquired hereafter both present and future.

(ii) All that piece and parcel of the property bearing survey no. 60 Hossa no.3, area admeasuring 00Hectare-88Ares out of area admeasuring 01Hectare-90Ares plus Potkharaba area admeasuring 00Hectare-04Ares, totally admeasuring 01Hectare-94Ares situate, lying and being at Village Tathwade within the Registration Sub-District of Taluka Mulshi, District Pune under the jurisdiction of Sub-Registrar Haveli and within the local limits of Municipal Corporation of Pimpri Chinchwad and which contiguous block admeasuring 8800 sq.mtrs TOGETHER with all the buildings, Structures messages and tenaments now standing thereon or which may hereafter be erected thereon or any of them or any part thereof, is bounded as follows, that is to say:

On or towards the East : By partly by land bearing Survey No.60/1.

On or towards the South : By partly by land bearing Survey No.59.

On or towards the West : By partly by land bearing S. No.60/3 & road.

On or towards the North : By partly by land bearing Survey No.60/1

together with the rights, title, interest possessed by the Mortgagor in the underlying plot and areas

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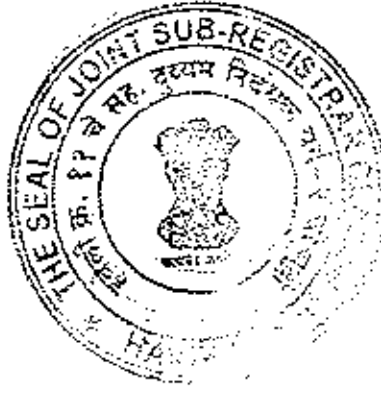
appurtenant thereto all the buildings and structures thereon, fixtures, fittings, all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, all trees, fences, hedges, ditches, ways, sewers, drains, liberties, privileges, easements and appurtenances whatsoever to the said properties, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, property, claims and demands whatsoever of the Mortgagor in, to and upon the same whether presently in existence or constructed or acquired hereafter both present and future.

Albani

M. K. G. G.



हवल-११		
६५३	३९	१२
२०१७		



हवल-११		
६५३	३२	५२
२०१७		

PART B

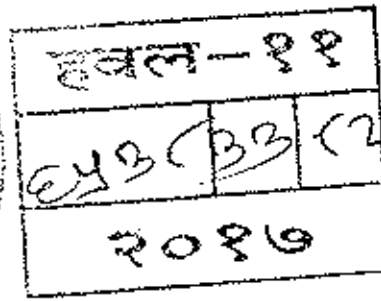
(i) The contiguous block of land admeasuring Hectares 01 = 60 Ares out of the land admeasuring Hectares 04 = 46 Ares bearing Survey No.59 situate, lying and being at Village Tathwade within the Registration Sub-District of Taluka Mulshi, District Pune under the jurisdiction of Sub-Registrar Haveli and within the local limits of Municipal Corporation of Pimpri Chinchwad and which contiguous block admeasuring 16,000 sq.mtrs is bounded as follows, that is to say:

On or towards the East : By Survey no.60 (part).
On or towards the South : By Survey no.59 (part).
On or towards the West : By Road.
On or towards the North : By Survey no.60 (part).

together with the rights, title, interest possessed by the Mortgagors in the underlying plot and areas appurtenant thereto all the buildings and structures thereon, fixtures, fittings, all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, all trees, fences, hedges, ditches, ways, sewers, drains, liberties, privileges, easements and appurtenances whatsoever to the said properties, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, property, claims and demands whatsoever of the Mortgagors in, to and upon the same whether presently in existence or constructed or acquired hereafter both present and future

Signature 1
Signature 2





PART C

(i) The contiguous block of land admeasuring Hectares 01 = 00 Ares out of the land admeasuring Hectares 04 = 46 Ares bearing Survey No.59 situate, lying and being at Village Tathwade within the Registration Sub-District of Taluka Mulshi, District Pune under the jurisdiction of Sub-Registrar Haveli and within the local limits of Municipal Corporation of Pimpri Chinchwad and which contiguous block admeasuring 16,000 sq.mtrs is bounded as follows, that is to say:

On or towards the East : By Survey no.60 (part).

On or towards the South : By Survey no.59 (part).

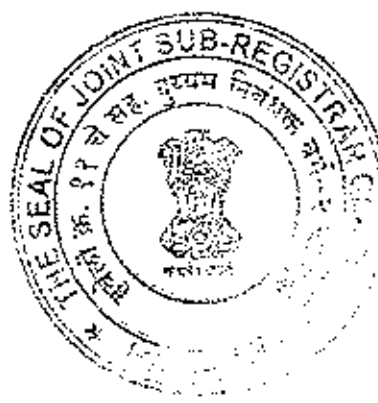
On or towards the West : By Road.

On or towards the North : By Survey no.60 (part).

together with the rights, title, interest possessed by the Mortgagors in the underlying plot and areas appurtenant thereto all the buildings and structures thereon, fixtures, fittings, all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, all trees, fences, hedges, ditches, ways, sewers, drains, liberties, privileges, easements and appurtenances whatsoever to the said properties, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, property, claims and demands whatsoever of the Mortgagors in, to and upon the same whether presently in existence or constructed or acquired hereafter both present and future

[Execution Clause Follows]





हवाल-११	
६५३८	३४८२
२०१७	



MORTGAGOR 1

SIGNED AND DELIVERED by Mrs. Yamunabai Raman Pawar

Through her constituted attorneys Shri Siddhivinayak Developers represented by its partner; Meeravalli George Builders LLP by its Partner Annuj Umesh Goel

Annuj Goel

MORTGAGOR 2

SIGNED AND DELIVERED by Shri Siddhivinayak Developersthrough its Partner Ankit Umesh Goel, authorised vide letter dated 21/07/2017

Ankit Goel



MORTGAGOR 3

SIGNED AND DELIVERED by Ecostar Goel Properties LLPthrough its Partner Ankit Umesh Goel, authorised vide letter dated 21/07/2017

Ankit Goel



MORTGAGEE

SIGNED AND DELIVERED by PIRAMAL TRUSTEESHIP SERVICES PRIVATE LTD.
For Piramal Trusteeship Services Private Limited
by the hand of its authorised official

[Signature]
Authorised Signatory



Witness :

1) *[Signature]* S. S. Ghadi
C-15, Shivaji Nagar,
Pune 411005.

2) *[Signature]* Yogesh Ramtate
Sadashiv Path,
Pune 411030.