

Original/Duplicate

Wednesday, February 06, 2019

4th PM

संख्या क्र.: १२३४

Regn, 2002

पत्रांक: १०२६ दिनांक: ०६/०२/२०१०

माक)३ भाग: सख्त

संलग्नतापत्र संख्या: एन424-1800-2018

**संलग्नताओं प्रकार : सार्वजनिक**

मानव कल्याण-याने लाभ, पण जेव्हा ते जमीन सारक्याने कुठे नसताना त्यांच्या वेगळ्या माणुस- शिक्की जमीनी अशा विचारातून पण पण-  
नी तर्क आदीतून १) श्री. मणिन शिवायराव मोहितार

पौर्णमासी, भाद्रपद १। श्री. मणिन किरणराज स्वामिन्ना

सोदना ५३

\$300,000.00

बसू कुशाब्धनी पत्र

\$1800.00

ત્રાંશી સંગ્રહ: 90

सङ्ख्यः

\* \$1500.00

[illegible]

421 PM 2.5 and ozone levels

JSR Form 24

श्री ३३२२ मुद्रा, २०११ :-

गैरसहज = 200000000IN

गणनेले कुलंक नुसकः नं. 423000004

पद्म. दुष्यम निबन्धक (वर्ग-२)  
हवेली क्र. २४, पुणे.

1) प्रत्यक्ष-मात्रा प्रयोग: eChakra प्रयोग: ₹ 30000/-

सिद्धान्तः/विषयः: MH-01 1582905201B19E दिनांक: 06/02/2019

श्रीगणेशाय नमः

[illegible]

गोपनीयता/वि. अर्हता प्रमाण: 9800201907767 दिनांक: 06/02/2019

पुस्तक भाग ३ एम



मुल्यांकनासाठी विचारलेले पत्रकेला  
नमूनेला:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तावेजांनुसार आवश्यक नाही कारणाचा तपशील  
दस्तावेजांनुसार आवश्यक नाही

मुद्रांक शुल्क आकारणाचा निराकरण  
अनुच्छेद 2-1

b) When possession is not given

दस्तारोवतची मुळ प्रत  
श्री/ श्रीमती. स. वि. वि. लोतीकर  
यांना दिली.  
दि. 7/02/2019

सह. दुय्यम निबंधक (वर्ग-२)  
हवेली क्र. २४





**CHALLAN**  
MTR Form Number-6



GRN	MH011582905201819E	BARCODE			Date	05/02/2019-12:43:25	Form ID	40(b)
Department			Inspector General Of Registration					
Type of Payment			Stamp Duty Registration Fee					
Office Name			HVL1_HAVELI NO1 SUB REG-STRAR					
Location			PUNE					
Year			2018-2019 One Time					
			Flat/Block No.		TWIN TOWERS, A, B, C AND D WING			
			Premises/Building		DEVELOPERS FLATS			
Account Head Details			Amount in Rs.					
0030045401 Stamp Duty			100000.00		Road/Street		S.NO. 108/1, 2, 3	
0030063901 Registration Fee			30000.00		Area/Locality		RAVET PUNE	
					Town/City/District			
					PIN		4 1 2 1 0 1	
					Remarks (if Any)			
					PAN2-AADCB0018P-SecondPartyName-BAJAJ HOUSING FINANCE LIMITED-CA-200030000			
					Amount in Words			
					Ten Lakh Thirty Thousand Rupees Only			
Total			10,30,000.00					
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank CIN		Ref. No.		00040572019020696219 CK04812216	
Cheque/DD No.			Bank Date		RBI Date		05/02/2019-12:45:47 Not Verified with RBI	
Name of Bank			Bank Branch		STATE BANK OF INDIA			
Name of Branch			Scrub No. , Date		Not Verified with Scrub			
<p>Deposited ID: NOT - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.</p> <p>महत्त्वपूर्ण सूचना: यह चालान केवल उप-रजिस्ट्रार कार्यालय में ही दस्तावेज पंजीयन के लिए मान्य है। अनपंजीकृत दस्तावेजों के लिए यह चालान मान्य नहीं है।</p>								
Challan Defaced Details			  					
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount			
1	(B)-025-1900	0006402115201819	05/02/2019-16:01:16	IGR565	80000.00			

GRN : MH011582905201819E Amount : 10,30,000.00 Bank : STATE BANK OF INDIA Date : 06/02/2019-12:43:25

2	IS-525-1000	0006452115201819	06/02/2019-16:01:16	ICR565	1000000.00
Total Defacement Amount					10,30,000.00







DATED 6, Feb. 2019

INDENTURE OF MORTGAGE

BY

Legacy Towers Associates LLP and others  
As Security Provider

IN FAVOUR OF

BAJAJ HOUSING FINANCE LIMITED

As Secured Party



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*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

# INDENTURE OF MORTGAGE CUM CHARGE

THIS INDENTURE OF MORTGAGE CUM CHARGE is made at Pune on this 6<sup>th</sup> of Feb. 2019 (the "Indenture") by:

Legacy Towers Associates LLP, a limited liability partnership, registered under the Limited Liability Partnership Act, 2008 and having its registered office at Survey No 106/1/2/3, Mahaske Vasti, Ravel, Pune, Maharashtra, 412101 having its Permanent Account Number ("PAN") AAHFL3849B. (Hereinafter referred to as "Borrowers" which expression shall unless the context otherwise requires include its successors and permitted assignees).

AND

1. Mr. Sachin Kiranraj Sonigara, Aged 35 years, S/o. Kiranraj Kesarimal Sonigara, R/o 201, Mumbai-Pune Road, Chinchwad Station, Pune 411019 having his Permanent Account Number ("PAN") AROP511121
2. Mr. Rajiv Ramesh Sonigara, Aged 34 years, S/o. Ramesh Kesarimal Sonigara, R/o. 201, Mumbai-Pune Road, Chinchwad Station, Pune 411019 having his Permanent Account Number ("PAN") BBZP57443A
3. Mr. Kiranraj Keshrimal Sonigara, Aged 62 years, S/o. Keshrimal Kisanlal Sonigara, R/o. 201, Mumbai Pune Road, Chinchwad Station, Pune-411019 having his Permanent Account Number ("PAN") AGNP55001Q
4. Mr. Yogesh Nagraj Jain, Aged 36 years, S/o Nagraj Chandmal Jain, R/o. Sector 24, Plot No. 179, Bhel Chowk, Pradhikaran, Nigdi, Pune-411044 having his Permanent Account Number ("PAN") AEBP2148H
5. Mr. Amit Nagraj Jain, Aged 38 years, S/o Nagraj Chandmal Jain, R/o. SNo 148, SNo. 161, Station Road, Mumbai Pune Highway, Chinchwad, 411019 having his Permanent Account Number ("PAN") ACRPJ4384M
6. Mr. Atul Nagraj Jain, Aged 35 years, S/o Nagraj Chandmal Jain, R/o. Sector 24, Plot No. 179, Bhel Chowk, Pradhikaran, Nigdi, Pune-411044 having his Permanent Account Number ("PAN") AEBP2147J
7. Mr. Divesh Vinod Jain, Aged 23 years, S/o Vinod Jain, R/o. Sector 24, Plot No. 179, Vhali Villa, Nr Bhel Chowk, Nigdi, Pradhikaran, Pune-411044 having his Permanent Account Number ("PAN") AXGPJ9908B
8. Mr. Jitendra Mohanlal Jain, Aged 39 years, S/o Mohanlal Bhagwanmalji Jain, R/o. Prestige Complex, Building 2, 2<sup>nd</sup> Floor, Flat no.202, Opp. MIDC Chinchwad, Pune-411019 having his Permanent Account Number ("PAN") AASPJ2572Q
9. Mr. Amit Vinod Bansal, Aged 36 years, S/o Vinod Shivnarayan Bansal, R/o. Sec 28, Pl No. 21, Nigdi Pune -411044 having his Permanent Account Number ("PAN") AHJPB9077E

(Hereinafter referred to as "Co-borrowers" which expression shall unless the context otherwise requires include its successors and permitted assignees).

AND

A) MRS. KIRAN CHANDU RAMANANI

Age : 34 years, Occupation: Business  
Plot : 8, Opposite Sukhwani Paradise  
Pimpri, Pune 411019

B) M/S. BHOJAWANI INVESTMENTS

Through its Partner

MR. KHEMOCHAND UTTAMCHAND BHOJAWANI

Age : 36 years, Occupation: Business  
Rat : A-702, 10 Kasturkunj, ICS Colony,  
Pune 411 007

2. MR. ANIL CHANDIRAM FERWANI

Age : 48 years, Occupation: Business  
R/at : A-702, 10 Kasturkunj, ICS Colony,  
Pune 411 007

C)

1. MR. KISAN SHANKAR BHONDAVE

Age : 68 years, Occupation: Agriculturalist

1a. MRS. YAMUNABAI KISAN BHONDAVE

Age : 62 years, Occupation: Housewife





1a1. MR. ASHOK KISAN BHONDAVE  
Age : 45 years, Occupation: Agriculturalist

1a2. MRS. BEBI ASHOK BHONDAVE  
Age : 35 years, Occupation: Housewife

1a3. MISS. NIKITA ASHOK BHONDAVE  
Age : 15 years, Occupation: Education

1a4. MASTER SANKET ASHOK BHONDAVE  
Age : 11 years, Occupation: Education  
No. 1a3 & 1a4 through their Natural Guardian Father No. 1a1 Mr. Ashok Kisan Bhondave

1b. MR. SANJAY KISAN BHONDAVE  
Age : 40 years, Occupation: Agriculturalist

1b1. MRS. SANGITA SANJAY BHONDAVE  
Age : 32 years, Occupation: Housewife

1b2. MASTER. ANIKET SANJAY BHONDAVE  
Age : 9 years, Occupation: Education

1b3. MISS. SANIKA SANJAY BHONDAVE  
Age : 6 years, Occupation: Education  
All r/at : At Post Ravet, Tal. Haveli, Dist. Pune.

2. MRS. USHA SHANKAR BHEGADE  
Age : 31 years, Occupation: Housewife  
R/at : Talegaon Dabhade, Tal. Maval, Dist. Pune

3. MRS. SUNITA LAHU THAKUR  
Age : 35 years, Occupation: Housewife  
R/at : At Post Ravet, Tal. Haveli, Dist. Pune

4. MR. SUDAM SHANKAR BHONDAVE  
Age : 65 years, Occupation: Agriculturalist

4a. MRS. SHANTABAI SUDAM BHONDAVE  
Age : 57 years, Occupation: Housewife

4a1. MR. VIJAY SUDAM BHONDAVE  
Age : 38 years, Occupation: Agriculturalist

4a2. MRS. SUREKHA VIJAY BHONDAVE  
Age : 29 years, Occupation: Housewife

4a3. MASTER. SAHIL VIJAY BHONDAVE  
Age : 8 years, Occupation: Education

4a4. MISS. SANSKRUTI VIJAY BHONDAVE  
Age : 6 years, Occupation: Education  
NO. 4a3 & 4a4 through their natural guardian father No. 4a1. Mr. Vijay Sudam Bhondave

4b. MR. BALASAHEB SUDAM BHONDAVE  
Age : 34 years, Occupation: Agriculturalist

4b1. MRS. MANGAL BALASAHEB BHONDAVE  
Age : 28 years, Occupation: Housewife

4b2. MISS. SAKSHI BALASAHEB BHONDAVE  
Age : 8 years, Occupation: Education

4b3. MASTER SOHAM BALASAHEB BHONDAVE  
Age : 5 years, Occupation: Education  
No. 4b2 & 4b3 through their natural guardian father No. 4b1.  
Mr. Balasaheb Sudam Bhondave  
All r/at : At Post Ravet, Tal. Haveli, Dist. Pune.



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Handwritten signatures and dates.



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6a. ~~MRS. SURITA ARUN BHONDAVE~~  
Age : 40 years, Occupation: Housewife

6a1. MASTER ASHITOSH ARUN BHONDAVE  
Age : 15 years, Occupation: Education

6a2. MISS. ARPITA ARUN BHONDAVE  
Age : 13 years, Occupation: Education  
No. 6a1 & 6a2 through their natural guardian father  
Mr. Arun Shankar Bhondave  
All r/at : At Post Ravet, Tal. Haveli, Dist. Pune

D) M/s. ALPHINE HOMES  
A Registered Partnership Firm  
O/at : Jay Ganesh Vision, Akurdi, Pune  
Through it's Partner  
MR. RAJESH KANKRAJ PATANI  
Age : 38 years, Occupation: Business

All through their Power of Attorney Holder

LEGACY TOWERS ASSOCIATES LLP  
A Limited Liability Partnership firm having its  
office at : S. NO. 106, SB Patil Corner,  
Aundh Ravet Road, Pune - 412101.  
PAN - AAHFL3849B  
Through it's Partners

1. Mr. Sachin Kiranraj Sonigara, Aged 35 years, S/o. Kiranraj Kesarimal Sonigara, R/o 201, Mumbai-Pune Road, Chinchwad Station, Pune 411019 having his Permanent Account Number ("PAN") AROPS1112J
2. Mr. Rajiv Ramesh Sonigara, Aged 34 years, S/o. Ramesh Kesarimal Sonigara, R/o. 201, Mumbai-Pune Road, Chinchwad Station, Pune 411019 having his Permanent Account Number ("PAN") BBZPS7443A
3. Mr. Kiranraj Keshrimal Sonigara, Aged 62 years, S/o. Keshrimal Kisanlal Sonigara, R/o. 201, Mumbai Pune Road, Chinchwad Station, Pune-411019 having his Permanent Account Number ("PAN") ACNPS5001Q
4. Mr. Yogesh Nagraj Jain, Aged 36 years, S/o Nagraj Chandmal Jain, R/o. Sector 24, Plot No. 179, Bhel Chowk, Pradhikaran, Nigdi, Pune-411044 having his Permanent Account Number ("PAN") AEBPJ2148H
5. Mr. Amit Nagraj Jain, Aged 38 years, S/o Nagraj Chandmal Jain, R/o. SNo 148, SNo. 161, Station Road, Mumbai Pune Highway, Chinchwad, 411019 having his Permanent Account Number ("PAN") ACRPJ4384M
6. Mr. Atul Nagraj Jain, Aged 35 years, S/o Nagraj Chandmal Jain, R/o. Sector 24, Plot No. 179, Bhel Chowk, Pradhikaran, Nigdi, Pune-411044 having his Permanent Account Number ("PAN") AEBPJ2147J
7. Mr. Divesh Vinod Jain, Aged 23 years, S/o Vinod Jain, R/o. Sector 24, Plot No. 179, Vhalli Villa, Nr Bhel Chowk, Nigdi, Pradhikaran, Pune-411044 having his Permanent Account Number ("PAN") AXGPJ9908B
8. Mr. Jitendra Mohanlal Jain, Aged 39 years, S/o Mohanlal Bhagwanmalji Jain, R/o. Prestige Complex, Building 2, 2<sup>nd</sup> Floor, Flat no.202, Opp. MIDC Chinchwad, Pune-411019 having his Permanent Account Number ("PAN") AASPJ2572Q
9. Mr. Amit Vinod Bansal, Aged 36 years, S/o Vinod Shivnarayan Bansal, R/o. Sec 28, Pl No. 21, Nigdi Pune 44, Nigdi, Pune-412101 having his Permanent Account Number ("PAN") AHJPB9077E

[Hereinafter referred to as "Consenting Party" which expression shall unless the context otherwise requires include its successors and permitted assignees).

IN FAVOUR OF:







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Bajaj Housing Finance Limited, 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, Pune - 411035, hereinafter referred to as the "Lender" or the "Secured Party" which expression shall unless the context otherwise requires include its successors and permitted assignees).

**WHEREAS:**

- (A) Pursuant to the Loan agreement dated 24 Jan. 2019 entered into amongst *inter alia* the Borrower and the Lender (the "Facility Agreement"), the Borrower has 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. 20,00,00,000/- (Rupees Twenty Crore Only)
- (B) 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 (i) Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule - I ("Mortgage Property") and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule - I (hereinafter referred to as the "Receivables"); Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "Mortgage Properties")
- (C) The Security Provider 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.

**NOW THIS INDENTURE WITNESSES AND 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 owed to the Secured Party by the Borrower 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 Borrower, 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, the Current Assets and the Receivables.

**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.

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

JACY TOWERS ASSOCIATES LLP  
Partner  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_





"Specified Mortgaged Properties" or "Mortgaged Property" 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.

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"Receivables" means all the right, title, interest, benefits, claims, cash flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received / to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Property and/or Project and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Property and/or Project which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Property and/or Project and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in Part B of Schedule - I hereto.

## 2. CONSTRUCTION

In this Indenture:

- Reference to an account includes a reference to any sub-account of that account;
- 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
- Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured 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.
- 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 Provider in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Provider 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 Provider 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 Provider covenants 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

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*







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the Secured Obligations hereby secured or intended to be secured, the Obligors do hereby grant, assure, charge and mortgage unto the Lender acting for its benefit, by way of continuing security:

- (i) all and singular 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 common areas relating to the immovable property of each of the Obligors set against their name in Part A of Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands 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,
- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors, in, to, under all assets of the Obligors relating to the Mortgaged Property 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 (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,
- (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 Mortgaged Properties, more particularly the Project Receivables and Obligor's share of unsold Units in the Projects, 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 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 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,
- (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;

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- (v) by way of floating charge, all the current assets of the Borrower in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "Current Assets") by way of registered mortgage in accordance with the terms of the Finance Documents; and
- (vi) all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Mortgaged Property and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Mortgaged Property, which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of or under Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in Part B of Schedule - I hereto.

#### 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 Mortgagor 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.

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and priority over all other existing charge.

#### 8. SECURITY

##### 8.1 Continuing Security

The security created by or pursuant to these presents:

- (a) is a continuing security and shall remain in full force and effect till the Final

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Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Security Provider 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 Provider 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 Provider or any other Person in respect of the Secured Liabilities.

## 8.3 Cumulative Powers

The powers conferred by this Indenture on the Secured Party 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 Provider 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 Provider 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 avoided or becomes liable to be returned to the Security Provider or any other claimant by the Secured Party.

## 9. FURTHER ACQUISITION

The Security Provider hereby covenants with the Secured Party that the Security Provider shall, so long as the Secured Liabilities remain outstanding, promptly upon acquisition, whether by way of purchase, lease or otherwise, of any other immovable property in India or elsewhere, inform the Secured Party.

## 10. EASEMENTS

For the consideration aforesaid the Security Provider doth hereby irrevocably 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 vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all-time thereafter.

## 11. PROVISION FOR REDEMPTION

If the Security Provider 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

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expense of the Security Provider, release unto the Security Provider or as the Security Provider shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such 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. REPRESENTATIONS AND WARRANTIES

- (a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.
- (b) The Security Provider acknowledges and accepts 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 Provider further confirms and warrants that:
  - (i) The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;
  - (ii) The Security Provider is 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 Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;
  - (v) The Security Provider does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;
  - (vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to have a legal, valid and binding security and assignments pursuant hereto;  
All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and
  - (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.
  - (ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this



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Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

13. COVENANTS AND PERMITTED USE

(a) The Security Provider 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 Provider hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:

(i) Enter possession etc.

Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomever, 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 Provider and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Security Provider or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any part of the Mortgaged Properties and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.

(iii) Payment of imposts, rates etc.

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

(iv) Maintenance of assets

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

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(v) Inspection, repairs, etc.

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

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

(vi) Property of the Security Provider

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

(vii) Insurance

Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Provider 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 Provider 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 Provider; 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.



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

#### 14. SPECIFIC ACTIONS

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

- (a) execute a valid legal mortgage 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 the Mortgaged Properties, presently or in the future belonging to the Security Provider 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 Provider 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 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 Provider 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 Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities:

- (a) unless the Security Provider 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 Provider or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one 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 Provider 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.

*[Signatures and Stamp]*

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## 16. ENFORCEMENT

### 16.1 Occurrence of a Default

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

### 16.2 General Enforcement Powers:

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

- (a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an 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;
- (d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) Substitute itself or its designee for the Security Provider under any or all of the contracts and arrangements in relation to the business of the Security Provider forming part of the Mortgaged Properties;
- (f) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or willful misconduct of the Secured Party or that of its officers or employees or assignee or designee or agent;

- (g) Operate the accounts charged under this Indenture and appropriate all monies lying therein; and
- (h) do all such other things expressly or impliedly permitted under this Indenture or by the Applicable Law.

### 16.3 Powers of the Secured Party:

The Secured Party shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with the Applicable Law and the Finance Documents.

### 16.4 Sale without Intervention of Court:

- (a) Subject to sub-clause 4(b) below, following the happening of a Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Provider, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land.



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