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the said Additional Premises or any of them provided by the Mortgagor has become inadequate or otherwise as and when the Mortgagee/Lender calls upon to do so without assigning any reasons, the Mortgagor shall upon the Mortgagee/Lender advising the Mortgagor to that effect, forthwith provide and furnish or cause to provide and furnish such Additional Security as may be acceptable to the Mortgagee/Lender without any demur or protest.

vi. **No Further Encumbrances**

The Mortgagor covenants that the Mortgagor shall not at any time during the continuance of this Deed, sell, transfer, lease, deal with or dispose of the said Additional Premises or any part thereof or create any mortgage, charge, lien, hypothecation, pledge or otherwise howsoever or other Encumbrances of any kind whatsoever on the said Additional Premises and shall ensure that the said Additional Premises and all parts thereof shall remain free from any Encumbrances whatsoever during the continuance of these presents.

vii. **Costs, Charges and Expenses**

The Mortgagor declares and confirms that the Mortgagor shall also be liable to pay and shall pay all costs, charges and expenses that the Mortgagee will incur for the protection / preservation of the said Additional Premises and / or for the realisation of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and the same shall be deemed to form part of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and the security thereof as aforesaid. It is further agreed by the Mortgagor that it shall bear stamp duty, registration charges and other out of pocket expenses for the execution and registration of this Deed and/or any other deed, document, agreement, instrument or writing incidental hereto and/or on any other document of title where full stamp duty is not paid or short paid.

viii. **Payment of Taxes, Rates, Imposts etc.**

It is further agreed by the Mortgagor, that the Mortgagor shall, at all times during the continuance of the security hereby created under this Deed, duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the said Additional Premises or any part thereof, in connection with the carrying out by the Mortgagor or maintenance of any business or operations thereon, except where the Mortgagor is contesting the same in good faith and failure to pay the same does not have or is not reasonably likely to have a Material Adverse Effect and has, if there has been a final determination by any Governmental Authority, made adequate reserves or provision for the payment of the same to the satisfaction of the Mortgagee/Lender, if they are found to be due and shall prevent any part of such said Additional Premises from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the taxes, duties and imposts which under Applicable Law are payable by the Mortgagor and would affect the security created hereunder. If the Mortgagor fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Mortgagee / Lender may but is not obligated to pay such amounts, on behalf of the Mortgagor. In the event the same is paid or discharged by the Mortgagee / Lender for and on behalf of the Mortgagor, the Mortgagor/Borrower shall on demand pay/repay/reimburse to the Mortgagee every sum of money so paid for that purpose by the Mortgagee with interest thereon at the rate payable on the Facility from the date of payment, and until such Repayment the same shall be a charge upon the said Additional Premises.

ix. **Maintenance of Secured Properties**

The Mortgagor shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the said Additional Premises and all plant, machinery, fixtures, fittings and other equipment and effects forming part of the said Additional Premises in good and substantial repair and in good working order and condition and when necessary, rebuild, replace or renew the same and, without prejudice to the generality of the foregoing, forthwith after service by the Mortgagee of any notice of defect or warrant of repair, forthwith repair and make good the same to the satisfaction of the Mortgagee.

x. **Insurance**

The Mortgagor agrees and undertakes that so long as any moneys/Mortgage Debt remain/s due on the security of these presents, the Mortgagor shall keep all insurable assets forming part of the said Additional Premises adequately insured with an insurance company acceptable to the Mortgagee / Lender upto the replacement value thereof as approved by the Mortgagee / Lender against fire, lightening, explosion, earthquake, riot, storm, tempest, flood and such other risks as may be specified or stipulated by the Mortgagee / Lender and pay all premia and other sums payable for such purpose from time to time as determined by the Mortgagee / Lender and shall on demand deliver to and deposit with the Mortgagee / Lender or its agent(s), the policy or policies of insurance and receipt for every such payment duly endorsed and assigned in favour of the Mortgagee / Lender (including as the loss payee) and that the Mortgagor shall not at any time hereafter during the continuance of any such insurance as aforesaid do any act or

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commit any default whereby the said insurance may be rendered void or voidable or an increased premium becomes payable therefore and shall and will in case at any time during the continuance of this security forthwith at the Mortgagor's own costs effect a new insurance in lieu of such void or voidable insurance in the name of the Mortgagee / Lender with an insurance company acceptable to the Mortgagee / Lender in the replacement value thereof AND THAT if default shall be made in insuring or keeping the said Additional Premises insured as aforesaid, it shall be lawful (but not obligatory) for the Mortgagee / Lender on giving 24 hours' notice to insure and keep insured all insurable assets forming part of the said Additional Premises and that the Mortgagor shall on demand pay/repay/reimburse to the Mortgagee / Lender every sum of money expended for that purpose by the Mortgagee / Lender with interest thereon at the rate payable on the Facility from the time of the same respectively having been so expended and that until such Repayment the same shall be a charge upon the said Additional Premises and it is hereby agreed and declared that all sums of money received under or by virtue of any such insurance as aforesaid shall at the option of the Mortgagee / Lender be forthwith applied either towards substantially rebuilding, reinstating and repairing the said Additional Premises or towards payment / Repayment of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations for the time being remaining due on the security of these presents. The Mortgagor shall keep the insurance policies alive till the time entire Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations is/are paid to the Mortgagee / Lender to the satisfaction of the Mortgagee / Lender, by making timely payment of the premium and shall ensure that the insurance policies are renewed from time to time, prior to the expiry of any such policy(ies).

xi. **Clear and Marketable title**

The Mortgagor or any of them shall at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee, satisfy the Mortgagee that the Mortgagor's title to the said Additional Premises, is clear and marketable and without reasonable doubts.

xii. **Inspection**

The Mortgagor shall whenever required by the Mortgagee, permit the Mortgagee and/or its authorized officers / representatives to carry out technical, financial and legal inspection during the continuance of the security of the said Additional Premises or any of them and to inspect all records, register and accounts of the Mortgagor. Any such officers / representatives of the Mortgagee shall have free access at all reasonable times to any part of the Mortgagor's premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the said Additional Premises and shall receive full co-operation and assistance from the employees, officers, representatives and agents of the Mortgagor. The cost of inspection, including traveling and all other expenses shall be payable by the Mortgagor to the Mortgagee in this behalf. If during any such inspection, it is observed by the Mortgagee that any repairs or replacements are required in order to protect and preserve the security created hereunder, it shall call upon the Mortgagor to take steps for rectification of the same. In case the Mortgagor fails or neglects to take any action within thirty (30) days, it shall be lawful but not obligatory for the Mortgagee to carry out the necessary repairs and replacements at the cost and expense of the Mortgagor. Such expenses shall be recoverable from the Mortgagor and shall form a part of the Mortgage Debt and carry interest at the rate stipulated in the Facility Agreement / Transaction Documents and until Repayment, the same shall be a charge upon the said Additional Premises.

xiii. **Occurrence of Material Adverse Event**

The Mortgagor or any of them shall promptly inform the Mortgagee of any occurrence or likely occurrence of any event of which it becomes aware which might result in a Material Adverse Effect or otherwise adversely affect the Mortgagor or affect its ability to perform its obligations under this Deed or the Facility Agreement / Transaction Documents or likely to affect the said Additional Premises.

xiv. **Cross - Collaterization**

Notwithstanding anything to the contrary contained in any deed, document, agreement, instrument, or writing, the said Additional Premises shall continue to remain mortgaged/charged to the Mortgagee till such time all other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) to the Mortgagor / Borrower in future and the Existing Facility together with all its related dues (i.e. in addition to the Facility / Mortgage Debt / Outstanding Amounts) / Secured Obligation) whether secured or unsecured, due and payable by the Mortgagor / Borrower to the Mortgagee / Lender on any account whatsoever including general balances if any shall have been discharged in full and the mortgage / charge / Security Interest created under these presents shall, without any further act, deed, document, agreement, instrument or writing automatically stand extended as and by way of security for such other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) in future and the Existing Facility together with all its related dues and shall be deemed to form part of the Facility / Mortgage Debt / Outstanding Amounts. / Secured Obligations.

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The expression "**Transaction Documents**" shall be deemed to include deeds, documents, agreements,

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instruments and writings pertaining to the Existing Facility or such other amounts and facilities that may hereafter be made and advanced by the Mortgagee / Lender.

The Mortgagee shall have a right of lien on the entire sale proceeds / realisations of the said Additional Premises for all other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) in future and the Existing Facility together with all its related dues (i.e. in addition to the Facility / Mortgage Debt / Outstanding Amounts) due and payable by the Mortgagor / Borrower to the Mortgagee / Lender on any account whatsoever and the Mortgagee / Lender shall have the right to set-off the sale proceeds of the said Additional Premises against such other amounts / facilities that may hereafter be made advance by the Mortgagee / Lender in future and/or the Existing Facility together with all its related dues.

xv. **Modification of terms and conditions of the Facility etc.:**

(a) Notwithstanding conversion of the Facility / Existing Facility or any part thereof by the Mortgagee / Lender into any other form of financial assistance or modification of the terms and conditions thereof, the mortgage/charge/Security Interest created by the Mortgagor over the said Additional Premises in favour of the Mortgagee for securing the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations shall without any further act, deed, document, agreement, instrument or writing stand automatically extended as security post conversion of the said Facility / Existing Facility into any other form of financial assistance or on modification of the terms and conditions thereof and/or for securing any other amount that may be due and payable by the Mortgagor / Borrower (whether under these presents or under any other deed, document, agreement, instrument or writing executed in favour of the Mortgagee / Lender), shall continue to remain in full force and effect and rank prior to all other present and future obligations till such time the entire liability assumed by the Mortgagor / Borrower (whether under these presents or other liabilities under any other deed, document, agreement, instrument or writing executed in favour of the Mortgagee / Lender) is discharged in full.

(b) The mortgage / charge / Security Interest created for securing the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations is a continuing Security and shall remain in full force and effect until the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and all other liabilities now or hereafter due, owing or incurred by the Borrower / Security Provider under any borrowing and/or any other financial obligation towards the Lender of the Borrower / Security Provider or any other entity, for which Security created under this Deed is also extended and applicable to (under the Transaction Documents) shall have been paid or satisfied in full, and is in addition to and not in substitution for, and shall not be prejudiced or effected by, any other Security now or hereafter held by the Mortgagee/Lender or its agent for the payment, Repayment or satisfaction of such money(ies), obligations or liabilities. The mortgage / charge / Security Interest created under this Deed is in addition to and independent of, any Security Interest or any other Security or right or remedy now or at any time hereafter held by or available to the Mortgagee/Lender under contract, law or equity.

(c) The Mortgagor/Borrower hereby waives all rights it may have of first requiring Lender to proceed against or enforce any other Security or claim payment from any other person liable to make any claim or file any proof in the bankruptcy, insolvency or liquidation of the Security Provider or any other person liable.

xvi. **Notice to the Society/Association/Registrar of Companies/Original Land Owner/the owner of the said Additional Premises, Governmental Authority etc.**

Forthwith upon the execution of this Deed or within such period as may be stipulated by the Mortgagee / Lender, the Mortgagor shall give due notice of the mortgage created hereunder to the society / association / governing or managing body/committee or a Governmental Authority (wherever required) and/or have the charge on the said Additional Premises registered with the Registrar of Companies or any other registry / entity / agency / statutory body as per applicable law; and where the land and/or the said Additional Premises is regulated by any lease deed / license and/or agreement to lease, permission of such lessor/authority/owner shall be accordingly obtained.

xvii. **Additional Covenants from Mortgagor if the said Additional Premises is acquired on Lease or Tenancy basis.**

a) The Mortgagor shall not assign, transfer, alienate, lease, sub-lease, sublet, license, gift, will, let out or give on a business centre basis the said Additional Premises or otherwise deal with or part with the possession of the said Additional Premises in any manner whatsoever and the said Additional Premises shall not be heritable by the legal heirs, legal representatives, successors and assigns of the Mortgagor (where the Mortgagors or any one or more Mortgagors are individuals) until Repayment and discharge of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations in full and in any case whether the Mortgagor has made any will / disposition or not through any instrument testamentary or non-testamentary, to the exclusion of other persons, the Mortgagee shall have first right over the said

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Additional Premises until Repayment and discharge of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations in full.

b) In case the Mortgagor receives any notice or information for eviction from the owner of the said Additional Premises, the Mortgagor shall immediately give written notice to the Mortgagee and take necessary steps to challenge any such action.

c) In case the Mortgagor receives any notice or information for adjustment of any security deposit in full or part, deposited by the Mortgagor with the owner of the said Additional Premises, from the owner, the Mortgagor shall immediately give written notice to the Mortgagee.

d) The Mortgagor shall not nominate any person in relation to the said Additional Premises or surrender the lease or tenancy right, in full or part of the said Additional Premises, to the owner, without the previous permission of the Mortgagee in writing.

e) The Mortgagor shall not request the owner to issue rent receipt in favour of any person other than the Mortgagor whatsoever, in respect of the said Additional Premises, without the previous permission of the Mortgagee in writing.

f) The Mortgagor shall inform the Mortgagee immediately on becoming nominal member or actual member of any society/organization/association/body and submit necessary share certificate and documents to the Mortgagee if required and the Mortgagor shall inform such society/organization/association/body immediately of creation / subsistence of mortgage / charge / Security Interest over the said Additional Premises.

xviii. **Easements**

For the consideration aforesaid, the Mortgagor hereby irrevocably grants full and free rights and liberty in the said Additional Premises as and by way of easement to pass, re-pass and have unfettered access at all times to the Mortgagee / Lender and its nominees, agents and representatives over the said Additional Premises, or any part thereof, in common with all other persons entitled to like rights at all times.

xix. **Registration with Information Utility:**

The Mortgagor shall register with an Information Utility under the IBC and shall ratify and confirm all information presented to it by such Information Utility including but not limited to the nature and amount of debt and the Security provided for the Facility with the Information Utility in a manner as may be required under IBC and shall update the information from time to time.

6. ENFORCEMENT / EVENTS OF DEFAULT

The Security Interest created hereunder in favour of the Mortgagee / Lenders shall become enforceable upon the occurrence and during the continuance of an Event of Default, upon which the Mortgagee / Lender may declare the entire Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations due and payable and without prejudice to any other rights that the Mortgagee / Lender may have under the Facility Agreement and other Transaction Documents take all actions expressly or impliedly permitted under this Deed or the Transaction Documents or under Applicable Law at the sole risk and expense of the Mortgagor/Borrower and if necessary as attorney for and in the name of the Mortgagor and after the taking of such action, the Mortgagor / Borrower shall take no action inconsistent with or prejudicial to the rights of the Mortgagee.

7. CONSEQUENCES UPON HAPPENING OF ANY EVENT OF DEFAULT

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

i. **Right to enter, take possession, control etc.**

The Mortgagee may enter upon the said Additional Premises and shall quietly possess and enjoy the same, shall receive the rents, interests, benefits and profits thereof without any lawful interruption or disturbance whatsoever by the Mortgagor herein or any of them or any other person or persons AND free from Encumbrances and shall (until the Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, the amounts for the time being due under the Facility Agreement / Transaction Documents and these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoings accruing or due in respect of the said Additional Premises or any part thereof during the possession as agent of the Mortgagor and shall appropriate the surplus of the Receivables, rent, interest, benefits and profit over the outgoing as part payment of the monies due under these presents on the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and the covenants hereinbefore contained in that behalf and/or in reduction or discharge of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations

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hereunder.

ii. **Mortgage Debt to become due and payable**

The whole of the Mortgage Debt shall at the option of the Mortgagee become immediately payable as if the Due Date had then elapsed and in such case all such rights and remedies shall be available to the Mortgagee as would be available to it under the terms of these presents or by law upon default being made in payment or Repayment of any amount due and payable under the Facility including the Existing Facility hereby secured.

iii. **Power to sell, lease, let, transfer and mortgage**

(a) It shall be lawful for the Mortgagee, at any time or times hereafter without intervention of any courts and without any further consent on the part of the Mortgagor, to sell, lease, let, license, transfer and mortgage the said Additional Premises or any of them or to dispose or concur with any other person in disposing or assigning the said Additional Premises and any future assets comprised under this Deed or any part thereof, hereby granted or expressed so to be or any part or parts thereof either together or in parcels / lots, either by public auction or private contracts and either with or without special conditions or stipulations relating to title or evidence of title or otherwise with power to postpone such sale, lease, license, transfer and mortgage from time to time and to buy the said Additional Premises or any of them or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in the price occasioned thereby and for the purposes aforesaid or any of them, to make agreements / transfers / conveyances / assignments, execute assurances, give effectual receipts, or discharges for the purchase money, and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that the power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until:-

(i) a default shall have been made by the Mortgagor in payment / Repayment of any principal or part thereof owing to the Mortgagee / Lender for a period of 3 (three) months or such other time period as is provided under Applicable Law; or

(ii) interest amounting to at least to Rs. 500/- (Rupees Five Hundred Only) shall be in arrears and remains unpaid for 3 (three) months or such other time period as is provided under Applicable Law, after becoming due

after a notice in writing as required under sub-section (2) Section 69 of the Transfer of Property Act and requiring payment of the Mortgage Debt, has been served on the Borrower / Mortgagee.

(b) Without prejudice to all the rights conferred on the Mortgagee/Lender by the said Section 69 of the Transfer of Property Act, no purchaser upon any sale purporting to be made under the power hereinbefore contained shall be bound or concerned to see or inquire whether either of the cases mentioned in the proviso lastly hereinbefore contained has happened or whether any such default has been made in the payment of any money intended to be hereby secured, or whether any money remains owing on this security, or whether any such notice has been given or left or affixed as aforesaid, or otherwise as to the necessity or propriety of such sale or the necessity or expediency of the conditions subject to which the sale is made, or otherwise as to the regularity of the sale, or be affected by express notice that no such default has been made or notice given or left or affixed as aforesaid, or that the sale is otherwise unnecessary, irregular or improper and notwithstanding any such irregularity, impropriety or want of necessity such sale shall, as regards the safety or protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the Mortgagor or any of them in respect of any breach of the proviso hereinbefore contained for any irregularity in any such sale shall be in damages only.

(c) Upon any such sale as aforesaid, the receipt by the Mortgagee of the purchase money of the said Additional Premises or any of them sold shall be an effectual discharge for the money expressed to be received and that no purchaser shall be concerned to see to the application of the purchase money or be answerable for any loss, misapplication or non-application thereof.

(d) The Mortgagee shall apply the monies arising from any such sale in the first instance, to reimburse the Mortgagee itself or pay and discharge all the costs, charges, and expenses attending to or incurred in or about such sale or otherwise in respect of the said Additional Premises or any of them and in the next instance to apply such monies in or towards satisfaction of all and singular the monies for the time being owing on the Mortgage Debt as envisaged under the Facility Agreement / Transaction Documents and to pay the surplus, if any, of the said monies unto the Mortgagor or any of them.

(e) The Mortgagee shall not be answerable or accountable for any involuntary losses which may be caused

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