

39010111

पावती

Original/Duplicate

Monday, November 23, 2020

नोंदणी क्र.: 39म

2:38 PM

Regn.: 39M

पावती क्र.: 10770 दिनांक: 23/11/2020

गावाचे नाव: आणिक

दस्तऐवजाचा अनुक्रमांक: करल3-10111-2020

दस्तऐवजाचा प्रकार : गहाणखत

सादर करणाऱ्याचे नाव: अजमेरा रियल्टी अँड इन्फ्रा इंडिया लिमिटेड चे संचालक मनोज आय. अजमेरा
तर्फे मुखत्यार अनंत पिंपळे (कर्ज घेणार)

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2280.00

पृष्ठांची संख्या: 114

DELIVERED

एकूण:

रु. 32280.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

2:54 PM ह्या वेळेस मिळेल.

सह दु.निबंधक कुर्ला - 3

बाजार मूल्य: रु.0/-

मोबदला रु.6500000000/-

भरलेले मुद्रांक शुल्क : रु. 1000000/-

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

1) देयकाचा प्रकार: DHC रक्कम: रु.280/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2311202000790 दिनांक: 23/11/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2311202000754 दिनांक: 23/11/2020

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007178497202021E दिनांक: 23/11/2020

बँकेचे नाव व पत्ता:

Alryla

DELIVERED

मूळ दस्त मिळाला



23/11/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 10111/2020

नोदणी :

Regn.63m

गावाचे नाव : आणिक

(1) विलेखाना प्रकार	गहाणखत
(2) मोबदला	650000000
(3) बाजारभाव(भाडेपट्ट्याच्या वास्तवपट्टाकर आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: दस्त क्र. करल-2-481-2019 दिनांक 11/01/2019. जमीन व बांधकाम सी. टी. ए. नं. 1ए/2(सर्वे नं. 173/1पाटी)अजमेरा शेजॉन बिल्डिंग प्रोजेक्ट आवलेंड चे क्षेत्रफळ 4152 चौ. मी. व जमीन व बांधकाम सी. टी. ए. नं. 1ए/7 व 1ए/8(सर्वे नं. 173/1पाटी)अजमेरा एअरॉन बिल्डिंग प्रोजेक्ट आवलेंड चे क्षेत्रफळ 240.1 चौ. मी. व 9073.40 चौ. मी. तसेच दस्ताव नमूद केल्याप्रमाणे. ((C.T.S. Number : 1A/2, 1A/7 AND 1A/8 ;))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पत्रकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- अजमेरा रिबल्टी बँड इन्फ्रा इंडिया लिमिटेड चे संचालक मनोज आय. अजमेरा तर्फे मुखत्यार अनंत पिंपळे (कर्ज घेणार) बव:-47; पत्ता:-, सिटी मॉल, अंधेरी पश्चिम, न्यू लिंक रोड, अंधेरी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400053 पॅन नं:-AAACS7866F 2) नाव:- मे. बिजब नगर अपार्टमेंट्स चे प्राणीदार मनोज आय. अजमेरा तर्फे मुखत्यार अनंत पिंपळे (कर्ज घेणार) बव:-47; पत्ता:-, सिटी मॉल, अंधेरी पश्चिम, न्यू लिंक रोड, अंधेरी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400053 पॅन नं:-AACFV7374C
(8) दस्तऐवज करून घेणा-या पत्रकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:- हाऊसिंग डेव्हलपमेंट फावनास कॉर्पोरेशन लिमिटेड (कर्ज घेणार) उपसध्य नाही बव:-43; पत्ता:-, रमोन हाऊस, चर्चिगट, एच. टी. पारेख मार्ग, 169, बँकले रेस्लमेशन, सेंट्रल बिल्डिंग, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400020 पॅन नं:-AAACH0997E
(9) दस्तऐवज करून दिल्याचा दिनांक	23/11/2020
(10) दस्त नोदणी केल्याचा दिनांक	23/11/2020
(11) अनुक्रमांक, खंड व पृष्ठ	10111/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1000000
(13) बाजारभावाप्रमाणे नोदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तावेज आवश्यक नाही

जरनुसार

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-

b) When possession is not given



खरी पूत

सह. दुय्यम निबंधक, कुर्ला-3
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AJMERA REALTY AND INFRA INDIA LIMITED AND OTHER	eChallan	02901792020111971436	MH007178497202021E	1000000.00	SD	0003307178202021	23/11/2020
2		DHC		2311202000790	280	RF	2311202000790D	23/11/2020
3		DHC		2311202000754	2000	RF	2311202000754D	23/11/2020
4	AJMERA REALTY AND INFRA INDIA LIMITED AND OTHER	eChallan		MH007178497202021E	30000	RF	0003307178202021	23/11/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





CHALLAN
MTR Form Number-6

करल-३		
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२०२०		



GRN	MH007178497202021E	BARCODE	Date		19/11/2020-17:17:17	Form ID	40(b)
Department			Inspector General Of Registration				
Stamp Duty			Payer Details				
Type of Payment			Registration Fee				
Office Name			KRL3_JT SUB REGISTRAR KURLA NO 3				
Location			MUMBAI				
Year			2020-2021 One Time				
Account Head Details			Amount In Rs.				
0030045501 Stamp Duty			1000000.00				
0030063301 Registration Fee			30000.00				
Flat/Block No.			ZEON BLDG IN PROJECT I LAND BEARING CTS				
Premises/Building			NO 1A 2 AND S NO 173 1 PT AND AEON BLDG				
Road/Street			IN PROJECT I LAND BEARING CTS NO 1A 7				
Area/Locality			AND 1A 8 S NO 173 1 PT VILLAGE ANIK BHAKTI				
Town/City/District			PARK CHEMBUR MUMBAI				
PIN			4 0 0 0 3 7				
Remarks (If Any)			SecondPartyName=HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED-				
Amount In			Ten Lakh Thirty Thousand Rupees Only				
Words			10,30,000.00				
Payment Details			UNION BANK OF INDIA				
FOR USE IN RECEIVING BANK							
Cheque-DD Details			Bank CIN Ref. No. 02901792020111971436 500445933				
Cheque/DD No.			Bank Date RBI Date 19/11/2020-17:20:33 Not Verified with RBI				
Name of Bank			Bank-Branch UNION BANK OF INDIA				
Name of Branch			Scroll No. , Date Not Verified with Scroll				

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9773485773

सदर चलन फॉर्म दृश्यम निबंधक कार्यालयत नोदणी करवायाच्या दस्तांसाठी लागू आहे. नोदणी न करवायाच्या दस्तांसाठी सदर चलन लागू नाही.



M. S. Kishan

M. S. Kishan



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CHALLAN
MTR Form Number-6

कर-3
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GRN	MH007178497202021E	BARCODE	Date		19/11/2020-17:17:17	Form ID	40(b)
Department			Inspector General Of Registration				
Type of Payment			Stamp Duty Registration Fee				
Office Name			KRL3_JT SUB REGISTRAR KURLA NO 3				
Location			MUMBAI				
Year			2020-2021 One Time				
Account Head Details			Amount In Rs.		Payer Details		
0030045501 Stamp Duty			1000000.00		TAX ID / TAN (If Any)		
0030063301 Registration Fee			90000.00		PAN No.(If Applicable)		
					Full Name		
					AJMERA REALTY AND INFRA INDIA LIMITED		
					AND OTHER		
					Flat/Block No.		
					ZEON BLDG IN PROJECT I LAND BEARING CTS		
					Premises/Building		
					NO 1A 2 AND S NO 173 1 PT AND AEON BLDG		
					Road/Street		
					IN PROJECT I LAND BEARING CTS NO 1A 7		
					AND 1A 8 S NO 173 1 PT VILLAGE ANIK BHAKTI		
					Area/Locality		
					PARK		
					CHEMBUR MUMBAI		
					Town/City/District		
					4 0 0 0 3 7		
			Remarks (If Any)				
			SecondPartyName=HOUSING DEVELOPMENT FINANCE				
			CORPORATION LIMITED-				
			Amount In		Ten Lakh Thirty Thousand Rupees Only		
			10,30,000.00		Words		
Payment Details			UNION BANK OF INDIA				
Cheque/DD Details			FOR USE IN RECEIVING BANK				
Cheque/DD No.			Bank CIN	Ref. No.	02901792020111971436	500445933	
Name of Bank			Bank Date	RBI Date	19/11/2020-17:20:33	20/11/2020	
Name of Branch			Bank-Branch		UNION BANK OF INDIA		
			Scroll No. , Date		1 , 20/11/2020		

Department ID :

NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No : 9773485773

गुप्त कर्माचार्यांच्या कार्यालयीन कामकाजासाठी नोंदणी करवावयाच्या दस्तावेजांची लागू आहे. नोंदणी न करवावयाच्या दस्तावेजांची संदर्भ घेऊन लागू नाही.

Signature Not

Verified

Digitally signed by PS
VIRTUAL TREASURY
MUMBAI 03

Date: 2020.11.23

14:58:48 IST

Reason: Secure

Document

Sr. No.	Reason- Secure Doctype Location: India	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-390-10111	0003307178202021	23/11/2020-14:38:20	IGR199	30000.00
2	(IS)-390-10111	0003307178202021	23/11/2020-14:38:20	IGR199	1000000.00
Total Defacement Amount					10,30,000.00

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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2311202000754

Receipt Date 23/11/2020

Received from AJMERA REALTY AND INFRA INDIA LIMITED AND OTHER, Mobile number 9773485773, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 10111 dated 23/11/2020 at the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name ICICIC

Payment Date 23/11/2020

Bank CIN 10004152020112300689

REF No. 2127440848

Deface No 2311202000754D

Deface Date 23/11/2020

This is computer generated receipt, hence no signature is required.



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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2311202000790

Receipt Date 23/11/2020

Received from AJMERA REALTY AND INFRA INDIA LIMITED AND OTHER, Mobile number 9773485773, an amount of Rs.280/-, towards Document Handling Charges for the Document to be registered on Document No. 10111 dated 23/11/2020 at the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

DEFACED

₹ 280

DEFACED

Payment Details

Bank Name ICICIC

Payment Date 23/11/2020

Bank CIN 10004152020112300716

REF No. 2127442681

Deface No 2311202000790D

Deface Date 23/11/2020

This is computer generated receipt, hence no signature is required.



करल-३		
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UNILATERAL INDENTURE OF MORTGAGE २०		

THIS UNILATERAL INDENTURE OF MORTGAGE ("Deed") is made and executed at the PLACE and on the DATE mentioned in Item No. 1 and Item No. 2 respectively of the FIRST SCHEDULE hereunder written.

BY

The person/s specified in Item No. 3 of the FIRST SCHEDULE hereunder written, (hereinafter referred to / collectively referred to as the "Mortgagor" which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assigns (where the/a Mortgagor is an individual/Sole Proprietor); its/their successors and assigns (where the/a Mortgagor is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assigns of the partners (where the/a Mortgagor is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assigns (where the/a Mortgagor is a Hindu Undivided Family); all the constituents for the time being or from time to time of the Association of Persons or Body of Individuals and his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assigns (where the/a Mortgagor is an Association of Persons or a Body of Individuals); its/their successors and assigns (where the/a Mortgagor is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assigns (where the Mortgagor is a Trust), or the ONE PART;

IN FAVOUR OF

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai - 400 020 and branch office at the PLACE mentioned at Item No. 5 of the FIRST SCHEDULE hereunder written among others (hereinafter referred to as the "Mortgagee" or "Lender" (which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns), of the OTHER PART.

[The Mortgagor and Mortgagee shall collectively be referred to as Parties and individually as separately identified as the context requires.]

WHEREAS

- A. The Mortgagor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property(ies) more particularly detailed and described in the SECOND SCHEDULE hereunder written (hereinafter referred to / collectively referred to as the "Mortgaged Properties").
- B. The Mortgagee / Lender has sanctioned / granted / disbursed and/or agreed to sanction / grant / disburse facilities of such amounts as more particularly set out in Item No. 6 of the FIRST SCHEDULE hereunder written (hereinafter referred to / collectively referred to as the "Facility") to the person/s specified in Item No. 4 of the FIRST SCHEDULE hereunder written (hereinafter referred to / collectively referred to as the "Borrower"), inter alia, on the terms and conditions more particularly set out in the term sheet(s) / offer letter(s) of such dates as specified in Item No. 7 of the FIRST SCHEDULE hereunder written (hereinafter referred to / collectively referred to as the "Term Sheet" / "Offer Letter") read with the facility agreements executed on or about the date of this Deed (hereinafter referred to / collectively referred to as the "Facility Agreement") and other Transaction Documents executed on or about the date of this Deed or to be executed in future in connection with the Facility, as may be amended, modified and/or restated from time to time.
- C. One of the terms and conditions of Offer Letter / Term Sheet read with the Facility Agreement / Transaction Documents is that the Facility / Outstanding Amounts / Secured Obligations / Mortgage Debt shall inter alia be secured by mortgage / charge / Security Interest over the Mortgaged Properties, as and by way of Security for the due Repayment of the Facility / Outstanding Amounts / Secured Obligations / Mortgage Debt.
- D. The Mortgagor has agreed to mortgage the Mortgaged Properties in favour of the Mortgagee AND ALL the estate, right, title, interest, claim and demand whatsoever of the Mortgagor into and upon the Mortgaged Properties in favour of the Mortgagee to the end and intent that the same shall be held as security as and by way of a legal mortgage in English form by the Mortgagee for the due Repayment of the Mortgage Debt / Outstanding Amount / Secured Obligations under the Facility Agreement and other Transaction Documents and hereunder.



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In pursuance thereof, the Lender/Mortgagee has called upon the Mortgagor to execute these presents and to create Mortgage, which the Mortgagor has agreed to do in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR AS UNDER: -

1. DEFINITIONS

In this Deed, unless defined herein, capitalized terms used shall have the meanings assigned or ascribed to such terms in the Facility Agreement and other Transaction Documents. In this Deed, unless there is anything repugnant to the subject or context thereof, the capitalized terms, words and expressions listed below shall have the following meanings:

"Event of Default" shall, in addition any event or occurrence identified or specified as an 'Event of Default' under the Facility Agreement / Transaction Documents, include (i) failure or breach on the part of the Mortgagor to comply with or perform any obligation, covenant, term or condition contained in this Deed and (ii) breach of any representation made or warranty given by the Mortgagor, and the expression "Event of Default" shall be construed accordingly.

"Existing Facility" shall mean facilities of any nature whatsoever (whether secured or unsecured) already created by the Borrower from the Mortgagee / Lender on any account whatsoever including without limitation, facilities as more particularly stated in Item No. 9 of the FIRST SCHEDULE hereunder written together with all its/their related dues.

"General Assets" shall mean the properties forming part of the Mortgaged Properties more particularly described in the SECOND SCHEDULE hereunder written read with clause 3 of this Deed.

"Mortgage" or "mortgage" created by the Mortgagor in favour of the Mortgagee by this Deed means a mortgage as understood under Section 58(e) of the Transfer of Property Act.

"Mortgage Debt" shall mean the Facility / Outstanding Amount / Secured Obligations or any part thereof as defined under the Facility Agreement and other Transaction Documents and shall include Existing Facility(ies) together with all its/their related dues and 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.

"Mortgaged Properties" shall mean the properties more particularly described in the SECOND SCHEDULE hereunder written read with clause 3 of this Deed.

"Transfer of Property Act" means the Transfer of Property Act, 1882, or any amendments thereto or any statutory re-enactment thereof and shall include rules framed thereunder from time to time / notifications, byelaws, circulars etc. issued thereunder.

"Step-In Rights" shall have the meaning ascribed to the term in clause 7 of this Deed.

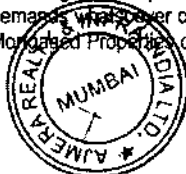
2. CONSTRUCTION AND INTERPRETATION

The principles of construction and interpretation of the Facility Agreement shall apply, *mutatis mutandis*, to this Deed as if specifically incorporated and set out herein.

The foregoing recitals are incorporated / deemed to have been incorporated herein by this reference and constitutes an integral part and parcel of the operative part of this Deed.

3. GRANT OF MORTGAGE

(a) In consideration of sanction / grant of the Facility by the Lender to the Mortgagor/Borrower and in consideration of the Lender / Mortgagee agreeing to continue with the Existing Facility, if any, already lent and advanced and in consideration of the covenants given by the Mortgagor/Borrower to the Lender/Mortgagee, under the Facility Agreement and Transaction Documents and under these presents to secure the Repayment on the Due Date and/or Final Settlement Date of the Mortgage Debt / Outstanding Amount / Secured Obligations in accordance with this Deed, and in consideration of the covenants given by the Mortgagor to the Mortgagee under these presents and for the consideration aforesaid and as continuing security for the payment and discharge of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and also for the due observance, performance and discharge by the Mortgagor of any obligations to the Mortgagee / Lender which may give rise to a pecuniary liability, the Mortgagor (on a joint and several basis) do hereby absolutely grants, conveys, assigns, assures and transfers unto the Mortgagee, the Mortgaged Properties together with all the rights, title, interest, estate, benefits, property, claims, entitlements and demands whatsoever of the Mortgagor in the Mortgaged Properties, along with all appurtenances thereto, together to the Mortgagee or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed



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therewith and all rights to use facilities and incidents attached ~~hereto and all~~ privileges, easements and hereditaments or any part thereof, whether presently in existence or ~~in the future belonging to or in any way~~ appurtenant thereto TO HAVE AND TO HOLD all and singular the Mortgaged Properties hereby granted or expressed so to be unto and to the use of the Mortgagee absolutely upon trust and subject to the powers and provisions herein declared and contained and subject also to the provisions for redemption hereinafter contained.

(b) Possession

Possession of the said Mortgaged Properties shall not be delivered and is not being delivered and/or agreed or intended to be delivered simultaneously with the execution of this Deed or under this Deed save and except on the happening of an Event of Default pursuant to which the Mortgagee shall be entitled to exercise / have the right to enter upon the said Mortgaged Properties as envisaged herein.

(c) Ranking

The Mortgage and charge created pursuant to these presents in favour of the Mortgagee shall be of the ranking priority as set out in Item No. 8 of the **FIRST SCHEDULE** hereunder written

(d) Floating Charge

Until conversion of floating charge over the General Assets into a fixed charge in accordance with the provisions of this Deed, the floating charge shall not hinder the Mortgagor from transferring, appropriating or otherwise disposing of the General Assets or any part thereof in the ordinary course of its business, in each case, in accordance with the Transaction Documents.

(e) Conversion of Floating Charge

(i) The floating charge created over the General Assets by these presents shall automatically and without prior notice by the Mortgagee to the Mortgagor, be converted into a fixed charge on the General Assets upon the occurrence of any Event of Default and/or during continuance thereof.

(ii) No sale, transfer, disposal or other dealings in such General Assets forming part of the General Assets shall be made by the Security Provider after crystallisation of the floating charge into a fixed charge in the manner set out in this Deed PROVIDED THAT the Mortgagor shall not create or suffer any lien on the General Assets or any part thereof except with the specific written approval of the Mortgagee/Lender. Any subsequent fixed or floating charge created by the Mortgagor in violation of this Deed, shall under no circumstances rank superior to the charge created by the Mortgagee/Lender in favour of the Mortgagee/Lender under this Deed. Further, upon creation of any charge in violation of this Deed, the charge created under this Deed over the General Assets shall crystallise and shall have priority over any and all other charges created in violation of this Deed.

(iii) The floating charge created over the General Assets shall also automatically and without prior notice from the Mortgagee/Lender crystallise and become a fixed charge (I) when there shall be a decree, order or direction by a court or other authority (i) directing the Mortgagor to be wound up, liquidated, adjudging the Mortgagor bankrupt or insolvent; or (ii) approving as properly filed, a petition seeking re-organisation, arrangement, adjustment or composition of or in respect of the Mortgagor under any Applicable Law; or (iii) appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Mortgagor or of any substantial part of its/their property; or, (II) upon the making of any assignment for the benefit of the creditors of the Mortgagor generally, or the admission by it in writing of its inability to pay its debts generally as they become due or any other event shall have occurred under any law would have an effect analogous to any of the foregoing events with respect to the Mortgagor (III) On the occurrence of an Event of Default as set out herein or under the Facility Agreement / Transaction Documents.

4. REPRESENTATIONS AND WARRANTIES

- The representations and warranties made by the Borrower / Mortgagor set forth in the Facility Agreement and other Transaction Documents are incorporated herein by reference / deemed to have been incorporated herein and made a part of this Deed as if such representations and warranties were set forth in full herein.
- The Borrower / Mortgagor acknowledges and accepts that the Mortgagee has agreed to enter into this Deed on the basis of and in full reliance of the representations and warranties made in the Facility Agreement / other Transaction Documents and herein.
- In addition to the representations and warranties specified in the Facility Agreement and other Transaction Documents, the Mortgagor hereby further represents and warrants the following, throughout the continuance of this Deed and so long as the Secured Obligations / Outstanding Amount / Mortgage Debt or any part thereof remains owing:



- The Mortgagor doth hereby declares, confirms, represents and warrants that the Mortgaged



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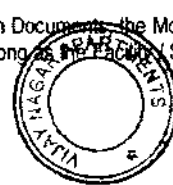
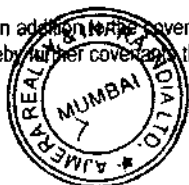
Properties are the absolute properties of the Mortgagor and/ or have been granted to the Mortgagor under a leasehold agreement and is lawfully possessed of a valid and subsisting leasehold estate in the Mortgaged Properties or part thereof (with permission to mortgage from the lessor) and free from any mortgage, charge, lien or Encumbrance whatsoever and is not subject to any Proceedings / lis pendens, attachment or other process issued by any court / tribunal or Governmental Authority and that the title of the Mortgagor to the Mortgaged Properties is clear and marketable and free of all Encumbrances.

- (ii) The Mortgagor represents to the Mortgagee that the Mortgagor has obtained all permissions/approvals necessary or required on the part of the Mortgagor to authorize and empower the Mortgagor to execute / enter into, deliver and perform the terms and provisions of these presents. The execution and delivery by the Mortgagor has been duly authorized by all requisite corporate actions/approvals.
- (iii) The Mortgagor represents that the execution and delivery by the Mortgagor of this Deed and the compliance with or performance by the Mortgagor of the terms and provisions of these presents shall not constitute a breach of or any other document related hereto do not and will not violate or contravene any provision in any respect, (a) any Applicable Law, rule, regulation, judgment, decree or order of any court / tribunal / Governmental Authority, (b) the constitution documents of the Mortgagor (if applicable), or any agreement, contract or other document to which the Mortgagor is a party or which is binding on the Mortgagor or any of its assets.
- (iv) The Mortgagor shall obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the Mortgaged Properties may, during the continuance of this Deed, be held as and when the same may be due for renewal in accordance with the provisions thereof and duly vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct in such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases.
- (v) this Deed when executed and delivered will constitute its legal, valid and binding obligation and the provisions of this Deed are effective to create in favour of the Mortgagee, a legal, valid and binding mortgage, charge, Security Interest expressed to be created hereunder on the Mortgaged Properties;
- (vi) there are no outstanding Security Interests and the Mortgagor does not have any outstanding lien or obligation to create any Security Interest, with respect to the interests secured by this Deed except those secured by this Deed and by the other Security Documents or as permitted under the Transaction Documents;
- (vii) 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 Deed creates effective security on all right, title, estate and interest of the Mortgagor in the Mortgaged Properties; and
- (viii) all Authorisations for the creation, effectiveness, priority and enforcement of the mortgage / charge / Security Interest on the Mortgaged Properties have been obtained and are valid and subsisting.
- (ix) The financial statements in respect of the Mortgagor delivered to the Mortgagee/Lender, including those that were delivered to the Mortgagee/Lender prior to the date of this Deed (including wherever applicable, the audited accounts of the Security Provider as audited by the statutory auditor of the Mortgagor), are the most recent financial statements available and such financial statements were prepared in accordance with generally accepted accounting principles applied consistently in accordance with Applicable Law and give a true and fair view of the financial condition of the Mortgagor and of the operations of the Mortgagor at the date as of which they were prepared. There has been no material change in the financial condition or the operations of the Mortgagor from the date on which such financial statements were prepared or drawn up.
- (x) There are no facts or circumstances existing which might have a Material Adverse Effect.

5. COVENANTS

(a) The Mortgagor shall observe and perform each of the covenants set forth in the Facility Agreement and other Transaction Documents as amended, modified and/or restated from time to time, which covenants are hereby incorporated herein by reference / deemed to have been incorporated herein and made a part of the Deed as if such covenants and other relevant provisions were set forth in full herein.

(b) In addition to the covenants specified in the Facility Agreement and other Transaction Documents, the Mortgagor hereby further covenants the following, throughout the continuance of this Deed and so long as the Facility Secured



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Obligations / Outstanding Amount / Mortgage Debt or any part thereof remains owing, unless the Mortgagee otherwise agrees:

i. **Covenant to pay the Mortgage Debt**

The Mortgagor hereby agrees, covenants and warrants to pay, repay, discharge and satisfy the Mortgagee at such place as the Mortgagee may direct / require the Facility / Mortgage Debt / Secured Obligations / Outstanding Amounts and any and all monies due hereunder in accordance with the terms of the Facility Agreement / Transaction Documents and these presents, and to indemnify the Lender, subject to the costs, charges, expenses and liabilities arising from any breach or failure to pay, repay, discharge and satisfy the Facility / Secured Obligations / Mortgage Debt / Outstanding Amounts as set out under and in the manner / in accordance with the Facility Agreement / Transaction Documents and hereunder written and such obligation to pay and satisfy the Facility / Mortgage Debt / Secured Obligations / Outstanding Amounts shall be discharged by the Mortgagor notwithstanding the existence of any disputes between the Mortgagor and the Borrower, Mortgagee or any third party or pendency of any Proceedings between the Mortgagor and the Borrower, Mortgagee or any third party;

ii. **Authority to Mortgage/Charge**

The Mortgagor doth hereby declares, represents and warrants that the Mortgagor has good right, full power and absolute authority to mortgage and charge / create Security Interest over the Mortgaged Properties hereby mortgaged and charged or expressed so to be or every part thereof unto and to the use of the Mortgagee in the manner aforesaid and that the Mortgagor has obtained all requisite permissions, consents licenses, approvals as are necessary for the creation of this security and shall be effective in law at all material times and in future the Mortgagor or any person on behalf of Mortgagor or who is associated with the Mortgagor shall not claim any right, title or interest in the Mortgaged Properties.

iii. **Compliance with Applicable Law and Transaction Documents**

The Mortgagor agrees, undertakes and covenants to the Mortgagee to comply with the Applicable Law as also to comply with and perform all the terms and conditions stated in this Deed and the Facility Agreement and other Transaction Documents executed or as may be entered into between the Lender and the Mortgagor Borrower from time to time.

iv. **Further Assurances**

The Mortgagor covenants with the Mortgagee that the Mortgagor and/or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Mortgaged Properties or any of them or any part thereof, shall from time to time and at all times at the cost of the Mortgagor execute, make, do or cause to do or cause to be done every such assurance, act, deed or thing that may be necessary for further or more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Mortgagee as shall be reasonably required by the Mortgagee.

v. **Additional Security**

Where the Mortgagee/Lender is of the opinion that at any time during the subsistence of these presents, the Mortgaged Properties 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 Mortgaged Properties or any part thereof or create any mortgage, charge, lien, hypothecation, pledge or otherwise howsoever or other Encumbrances of any kind whatsoever on the Mortgaged Properties and shall ensure that the Mortgaged Properties and all parts thereof shall remain free from any Encumbrances whatsoever during the continuance of these presents.

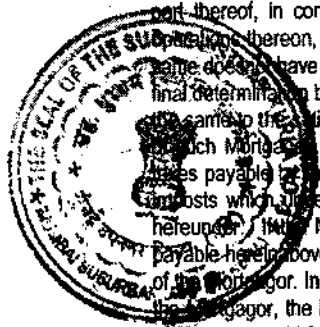
vii. **Costs, Charges and Expenses**

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 Mortgaged Properties and / or for the realisation of the Mortgage Debt / Outstanding Amount / Secured Obligations and the same shall be deemed to form part of the Mortgage Debt / Outstanding Amount / 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



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Payment of Taxes, Rates, Imposts, etc.

Only other deed, document, agreement, instrument or writing incidental hereto and/or on any other document of the whole full stamp duty is not paid or short paid.



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 Mortgaged Properties or any part thereof, in connection with the carrying out by the Mortgagor or maintenance of any business or operation 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 Mortgaged Properties 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 hereinafter, 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 Mortgaged Properties.

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 Mortgaged Properties and all plant, machinery, fixtures, fittings and other equipment and effects forming part of the Mortgaged Properties 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 Mortgaged Properties 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 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 Mortgaged Properties 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 Mortgaged Properties 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 Mortgaged Properties 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 Mortgaged Properties or towards payment / Repayment of the Mortgage Debt / Outstanding Amount / 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 Mortgage Debt / Outstanding Amount / 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



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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 Mortgaged Properties, 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 Mortgaged Properties 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 Mortgaged Properties 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 Mortgaged Properties.

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 Mortgaged Properties.

xiv. **Cross - Collateralization**

Notwithstanding anything to the contrary contained in any deed, document, agreement, instrument, or writing, the Mortgaged Properties 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 Mortgage Debt / Outstanding Amount / 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 Mortgage Debt / Outstanding Amount / Secured Obligations.

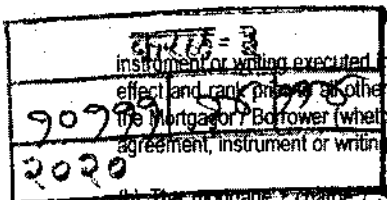
The expression "Transaction Documents shall be deemed to include deeds, documents, agreements, instruments and writings pertaining to the Existing Facility or such other amounts and facilities that may hereafter be made and advanced by the Mortgagee / Lender.

The Mortgagee shall have a right of lien on the entire sale proceeds / realisations of the Mortgaged Properties 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 Mortgage Debt / Outstanding Amount / Secured Obligations) 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 Mortgaged Properties 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.

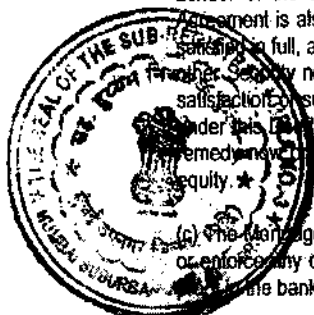
xv. **Modification of terms and conditions of the Facility etc.:**

(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 Mortgaged Properties in favour of the Mortgagee for securing the Mortgage Debt / Outstanding Amount / 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 Mortgagee / 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 / Outstanding Amounts / Secured Obligations is a continuing Security and shall remain in full force and effect until the Facility / 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 Agreement 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.

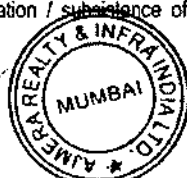
(c) The Mortgagee/Borrower hereby waives all rights it may have of first requiring Lender to proceed against or enforce any other Security or claim payment from any other person liable to make any claim or file any application in the bankruptcy, insolvency or liquidation of the Security Provider or any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

xvi. **Notice to the Society/Association/Registrar of Companies/Original Land Owner/the owner of the Mortgaged Properties, 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 Mortgaged Properties 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 Mortgaged Properties 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 Mortgaged Properties 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 Mortgaged Properties or otherwise deal with or part with the possession of the Mortgaged Properties in any manner whatsoever and the Mortgaged Properties 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 Mortgage Debt / Outstanding Amount / 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 Mortgaged Properties until Repayment and discharge of the Facility / Mortgage Debt / Outstanding Amount / Secured Obligations in full.
- b) In case the Mortgagor receives any notice or information for eviction from the owner of the Mortgaged Properties, 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 Mortgaged Properties, 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 Mortgaged Properties or surrender the lease or tenancy right, in full or part of the Mortgaged Properties, 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 Mortgaged Properties, 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 Mortgaged Properties.



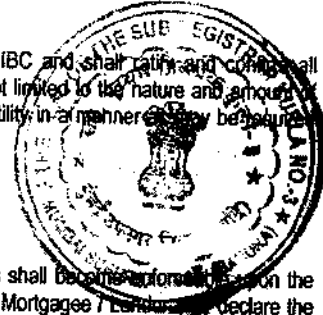
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xviii. **Easements**

For the consideration aforesaid, the Mortgagor hereby irrevocably grants 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 to the Mortgagee / Lender and its nominees, agents and representatives over the Mortgaged Properties, 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 / Lenders shall declare the entire Facility / Mortgage Debt / Outstanding Amount / 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.**

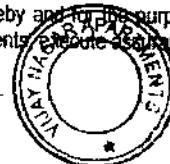
The Mortgagee may enter upon the Mortgaged Properties and shall quietly possess and enjoy the same, shall receive the rents, interests, benefits and profits thereof without any lawful interruption or disturbance whatsoever by the Mortgagor herein or any of them or any other person or persons AND free 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 Mortgaged Properties 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 Mortgage Debt / Outstanding Amounts / Secured Obligations 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 and without any further consent on the part of the Mortgagor, to sell, lease, let, license, transfer and mortgage the Mortgaged Properties or any of them or to dispose or concur with any other person in disposing or assigning the Mortgaged Properties 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, without the intervention of a court 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 Mortgaged Properties or any of them or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in the price occasioned thereby and for all purposes aforesaid or any of them, to make agreements / transfers / conveyances / assignments and other assurances,



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give effectual receipts, or discharge 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 that the Mortgagor HEREBY FURTHER AGREED AND DECLARED that the power of sale hereinbefore contained shall be without the intervention of a court but shall not be exercised by the Mortgagee unless and until:-

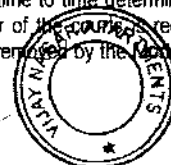
- (i) a default shall have been made by the Mortgagor in payment / Repayment of any principal or part thereof owing to the Mortgagee / Lender for a period of 3 (three) months or such other time period as is provided under Applicable Law; or
- (ii) interest amounting to at least to Rs. 500/- (Rupees Five 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 hereon secured, or whether any money remains owing on this security, or whether any such notice has been given 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 Mortgaged Properties 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 Mortgaged Properties or any of them and in the next instance to apply such monies in or towards satisfaction of all and singular the monies for the time being owing on the Mortgage Debt 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 in or about the exercise or execution of the aforesaid powers and trusts or any of them.
- (f) The power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies for the time being owing on the security of these presents.
- (g) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act shall apply to the Mortgaged Properties as if the same were incorporated herein.
- (h) Notwithstanding anything contained in this Deed, the Mortgagee shall be entitled to exercise the rights available to it under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

iv. Power to appoint Receiver

- (a) The Mortgagee shall have power to appoint in writing one or more persons as a receiver or receivers ("Receiver/s") of all or any part of the Mortgaged Properties to receive the rents, profits and income thereof under the provisions of Section 69A of the said Transfer of Property Act, and in that event shall be at liberty and entitled to appoint any officer of the Mortgagee or any other person or persons as such Receiver or Receivers by writing signed by the Mortgagee or on its behalf and all the powers, provisions and trusts contained in the said Section 69A of the Transfer of Property Act shall apply to the Receiver or Receivers appointed by the Mortgagee. The Mortgagee shall exercise any and all powers which a Receiver could exercise hereunder or under Applicable Law. The Mortgagee shall further, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the court is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by the Mortgagee



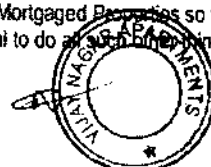
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or by an order of the court or otherwise ceases to be the Receiver or one or two or more Receivers,

(b) That the Receiver shall, by and out of all moneys received by him in the first place pay all the rents, taxes, and revenue, rates, assessments, and outgoings whatsoever affecting the Mortgaged Properties and which shall not have been otherwise paid and the expenses of repairing or insuring against loss or damage to the Mortgaged Properties which the Lender at its sole discretion may think fit, and in the next place pay the expenses of collection and management and deduct and retain for the Receiver's own use such amount as in the opinion of the Mortgagee/Lender and the Receiver shall be reasonably entitled to towards paying expenses and the Receiver's remuneration, and in the next place pay to the Mortgagee/Lender interest principal and other amounts from time to time accruing due on the security of these presents in reduction of the Mortgage Debt due to the Mortgagee/Lender, and shall pay the residue (if any) of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the income of which he is appointed Receiver or who is otherwise legally or beneficially entitled to the Mortgaged Properties.

(c) Without prejudice to the generality of the foregoing, the Receiver upon his appointment becoming effective shall, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think fit, including the following rights, powers and authorities: -

- i. power to sell, transfer, assign, lease, license, hire out or otherwise dispose of or concur in selling, transferring, assigning, leasing, licensing, hiring or disposing the Mortgaged Properties or any part thereof by public auction or private contract and with or without advertisement or to vary, modify, terminate or accept surrenders of leases, licenses or tenancies of the Mortgaged Properties or any part thereof in such manner or invoke the rights of the Mortgagor under the Obligor Contracts / Customer Contracts / Agreement for Sale and generally on such terms and conditions as the Mortgagee or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;
- ii. power to appoint an attorney/ advocate and/or accountant or auctioneer or any other professionally qualified person/s or agents to assist the Receiver in the performance of the Receiver's functions;
- iii. power to apply to the court, tribunal or any Governmental Authority for directions in connection with the performance of the Receiver's functions;
- iv. power to bring, prosecute, enforce, or defend any action or other legal Proceedings in the name and on behalf of the Mortgagor and at the cost and expense of the Mortgagor in relation to the Mortgaged Properties or any part thereof as the Receiver / Mortgagor shall consider fit or to discontinue / withdraw all such actions and Proceedings;
- v. power to settle, arrange, compromise and refer to arbitration any claims, accounts, disputes, demands and question affecting the Mortgaged Properties or any part thereof or in any way relating to the security and execute release or other discharges in relation thereto and while making any such settlement, arrangement or compromise between the Mortgagor and any other person, pay any compensation or incur any obligation for and on behalf / at the behest of the Mortgagor which the Mortgagee or the Receiver shall consider fit;
- vi. power to effect and maintain insurance in respect of the Mortgaged Properties or any part thereof of an insurable nature against any loss or damage and against such other risks and contingencies in such manner and for such sum or sums as the Receiver shall think fit and maintain, renew, take out or increase insurances for maintaining the value of the Mortgaged Properties, in every such case as the Mortgagee or the Receiver shall consider fit, at the cost and expense of the Mortgagor;
- vii. power to do all acts and to execute in the name and on behalf of the Mortgagor any deed, receipt or other document and for that purpose to use the seal (wherever applicable);
- viii. power to draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Mortgagor;
- ix. power to appoint any agent (acceptable to the Lender) to do any business which the Receiver is unable to do himself or which can more conveniently be done by an agent and power to employ and discharge agents;
- x. power to have carried out to the best advantage any work on the Mortgaged Properties so far as the Receiver thinks it desirable to do in all respects, and in general to do all such other things as may be necessary for the realisation of the Mortgaged Properties;



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power to make any payment which is necessary or incidental to the performance of the Receiver's functions;

xii. power to sell, transfer, assign or dispose off the Mortgaged Properties or any part thereof, ~~receive consideration~~ on such sale, transfer, assignment or disposal of such property and execute such documents as may be required including deed of conveyance / assignment / transfer, lodge deed of conveyance/sale/transfer/assignment and register such deeds as envisaged or required under the Applicable Law, ;

xiii. power to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person or company indebted to the Mortgagor and to receive dividends, distributions and profits and to accede to trust deeds for creditors of any such person;

power to present or defend a petition for the winding up / liquidation / bankruptcy / dissolution of the of the Mortgagor and



power to do all other things, incidental to the exercise of the powers mentioned above or conducive to the preservation, improvement or realisation of the Mortgaged Properties or any thereof and to exercise all such other power and authority as the Mortgagee shall consider confer in relation to such part of the Mortgaged Properties as if it were an absolute legal / beneficial owner thereof.

to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any Proceedings and enforce any order or judgment / decree in the name of the Mortgagor or otherwise as the Receiver shall consider fit;

xvii. to manage or carry on or concur in carrying on the business of the Mortgagor including, without limitation, the management and operation of the Mortgaged Properties and/or the performance of the Agreement for Sale / Customer Contracts / Obligor Contracts: as the Receiver shall consider fit, in each case,;

xviii. for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on such terms (with or without security on the Mortgaged Properties) as the Receiver or the Mortgagee shall consider fit so that, with the prior written consent of the Mortgagee, any such security may be or include a charge on the whole or any part of the Mortgaged Properties of such priority and ranking as the Mortgagee may deem fit at the cost and expense of the Mortgagor;

xix. to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, alterations or additions to or in respect of the Mortgaged Properties at the cost and expense of the Mortgagor;

xx. to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Mortgagee or Receiver shall consider fit at the cost and expense of the Mortgagor;

xxi. to redeem any prior Encumbrance at the cost and expense of the Mortgagor and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

xxii. to appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may consider fit at the cost and expense and to discharge any persons appointed by the Mortgagor at the cost and expense of the Mortgagor;

xxiii. to implement or continue the development of (and obtain all Authorisations and other consents required in connection therewith) and/or complete any buildings or structures on, any property comprised in the Mortgaged Properties and do all acts and things incidental thereto;

xxiv. to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Projects (if any) comprising the Mortgaged Properties;

