





CHALLAN
MTR Form Number-6



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GRN	MH004061619202223E	BARCODE			Date	27/06/2022-17:01:04		Form ID	25.2	
Department Inspector General Of Registration					Payer Details					
Stamp Duty					TAX ID / TAN (If Any)					
Type of Payment Registration Fee					PAN No.(If Applicable)					
Office Name KRL3_JT SUB REGISTRAR KURLA NO 3					Full Name		AJMERA REALTY AND INFRA INDIA LIMITED AND OTHER			
Location MUMBAI										
Year 2022-2023 One Time					Flat/Block No.		ADDITIONAL PROJECT AJMERA TREON			
Account Head Details				Amount In Rs.	Premises/Building					
0030045501 Stamp Duty				700.00	Road/Street		CTS NO 1A 2			
					Area/Locality		VILLAGE ANIK			
					Town/City/District					
					PIN		4 0 0 0 7 4			
					Remarks (If Any)					
					SecondPartyName=HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED~					
					Amount In		Seven Hundred Rupees Only			
Total				700.00	Words					
Payment Details PUNJAB NATIONAL BANK					FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN	Ref. No.	03006172022062701558		383780876	
Cheque/DD No.					Bank Date	RBI Date	27/06/2022-17:04:55		Not Verified with RBI	
Name of Bank					Bank-Branch		PUNJAB NATIONAL BANK			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 9967126630

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

NOTE:- This channel is valid for information to be registered in sub-registrar office only. Not valid for any other purpose.
सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.



UNILATERAL INDENTURE OF MORTGAGE FOR CREATION OF ADDITIONAL SECURITY

THIS UNILATERAL INDENTURE OF MORTGAGE FOR CREATION OF ADDITIONAL SECURITY ("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), of 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 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.
- B. Vide Unilateral Indenture of Mortgage dated 26.08.2021 registered on 26.08.2021 bearing no. Kurla 3 - 13470-2021 of Book 1 in the office of Jt. Sub-Registrar of Kurla and vide Unilateral Indenture Of Mortgage For Creation Of Additional Security dated 22.10.2021 registered on 26.10.2021 bearing no. Kurla 3- 19509-2021 in the office of Jt. Sub-Registrar of Kurla (collectively the "said Indenture of Mortgage"), the Borrower/Mortgagor therein had created an exclusive mortgage/charge/charge/security interest over the property referred to Annexure to Schedule I of the said Indenture of Mortgage and as also described in SECOND SCHEDULE hereunder written (hereinafter referred to as the "Principal / Primary Security").
- C. The Mortgagee has called upon the Mortgagor herein to create mortgage/charge over the property(ies) more particularly detailed and described in the THIRD SCHEDULE hereunder written (hereinafter referred to / collectively referred to as the "said Additional Premises") as and by way of additional security for the due Repayment of the Facility / Outstanding Amounts / Mortgage Debt.
- D. The Mortgagor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Additional Premises.
- E. The Mortgagor, at the request of the Borrower, has agreed to mortgage the said Additional Premises in favour of

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the Mortgagee AND ALL the estate, right, title, interest, claim and demand whatsoever of the Mortgagor into and upon the said Additional Premises 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 under the Facility Agreement and other Transaction Documents and hereunder.

- F. 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 intent 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 Facilities" shall mean facilities of any nature whatsoever (whether secured or unsecured) already availed by the Borrower from the Mortgagee / Lender on any account whatsoever including without limitation, facilities as more particularly indicated 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 said Additional Premises more particularly described in the **THIRD 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 Amounts, 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.

"Project Ajmera Treon Sold Units" / "Treon Sold Units" shall mean, as on the date, all those units in respect of Project Ajmera Treon which have been sold, transferred, allotted or conveyed to any Person. The details of the Project Ajmera Treon Sold Units as on date of this Deed are more specifically mentioned in **Annexure A** hereunder. It is hereby clarified that, in case of any cancellation and / or refunds in respect of any Project Ajmera Treon Sold Units, such units shall automatically be deemed to be excluded and shall be automatically mortgaged under this Deed.

"said Additional Premises" shall mean the properties more particularly described in the **THIRD 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 No. 1/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 Amounts / 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

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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 doth hereby absolutely grants, conveys, assigns, assures and transfers unto the Mortgagee, the said Additional Premises together with all the rights, title, interest, estate, benefits, property, claims, entitlements and demands whatsoever of the Mortgagor in the said Additional Premises, along with all appurtenances whatsoever to the said Additional Premises or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith and all rights to use facilities and incidents attached thereto 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 said Additional Premises 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 Additional Premises shall not be delivered and is not being delivered and is not 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 Additional Premises as envisaged herein.

(c) Ranking

The Mortgage and charge created pursuant to these presents in favour of the Mortgagee shall be of the ranking and 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 Mortgagor 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



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Event of Default as set out herein or under the Facility Agreement / Transaction Documents.

4. REPRESENTATIONS AND WARRANTIES

- (a) 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.
- (b) 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.
- (c) 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 Amounts / Mortgage Debt or any part thereof remains owing.
 - (i) The Mortgagor hereby declares, confirms, represents and warrants that the said Additional Premises 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 said Additional Premises 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 said Additional Premises 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 have been duly authorized by all requisite corporate actions/approvals.
 - (iii) The Mortgagor represents to the Mortgagee that the aggregate area of all that piece and parcel of land bearing CTS No. 1A/2 is 97,434 sq. mtrs., out of which an area of 2,900 sq. mtrs is a protected forest ("Mangrove Area") as shown in the property register card dated 06th April 2021 and as a result the net area of the CTS No. 1A/2 is now 95,534 sq. mtrs as described under the said Indenture of Mortgage. The Mortgagor further represents to the Mortgagee that pursuant to order dated 24th November 2015, passed by the Deputy Director of Land Records, Mumbai ("Mangrove Order"), the Mangrove Area was recorded as 2,900 sq. mtrs and prior to the Mangrove Order the Mangrove Area admeasured 24,655.10 sq. mtrs.
 - (iv) 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 and/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 (c) 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.
 - (v) The Mortgagor shall obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the said Additional Premises 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 said Additional Premises and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases.
 - (vi) 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 said Additional Premises;
 - (vii) 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;
 - (viii) 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 said Additional Premises; and
 - (ix) all Authorisations for the creation, effectiveness, priority and enforcement of the mortgage / charge /



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Security Interest on the said Additional Premises have been obtained and are valid and subsisting.

- (x) 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.

- (xi) 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 Obligations / Outstanding Amounts / 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 against any losses, 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 said Additional Premises 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 said Additional Premises.

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 said Additional Premises 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 said Additional Premises 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,

