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गणितबद्ध परिचम बंगाल WEST BENGAL



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certified that the Document is admitted of
 registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part of this Documents

Additional Registrar of
 Assurances-IV, Kolkata

Additional Registrar of
 Assurances-IV, Kolkata

25 FEB 2025

**INDENTURE OF MORTGAGE
 (WITHOUT POSSESSION)**

THIS INDENTURE is made at Kolkata on this *25th* day of February, 2025 (the
 "Indenture")

BY

R.D. ALLOYS PRIVATE LIMITED (PAN : AABCR2670R) CIN: U27320WB1971PTC027983 an existing Company within the meaning of the Companies Act, 2013 and having its registered office at Chowringhee Court, 55/1, Chowringhee Road, 2nd Floor, Unit No. 28, Kolkata, P.O.: Middleton Row, Police Station : Shakespeare Sarani, PIN: 700071, hereinafter referred to as the **'MORTGAGOR/ OWNER /SECURITY PROVIDER** of the **FIRST PART**, acting through its Director, **Sri Suman Kant Thakur** (PAN: ACWPT886R, Aadhar no. 529422642023), son of Baishist Narayan Thakur (Mob: 9334809055)

AND

NPR PURTI CONBUILD LLP (formerly known as Bergamot Conbuild LLP) (PAN **AAVFB2022N, LLPIN: AAO-6167**) a Limited Liability Partnership incorporated under the provisions of Limited Liability Partnership Act, 2008, having its registered office at P-15, India Exchange Place Extension, Todi Mansion, Kolkata, P.O.: C.R. Avenue, P.S.: Bowbazar, PIN: 700073 acting through its authorized signatory, **Ms. Shalini Dubey** (PAN: BCXPD4443E AADHAR NO. 368279718854), daughter of Dr. Awadhesh Kumar Dubey (Mob: 9836130612), by faith Hindu, by Nationality Indian, by occupation Service, working for gain at NPR Purti Conbuild LLP, P-15, India Exchange Place Extension, Todi Mansion, Kolkata, P.O.: C.R. Avenue, P.S.: Bowbazar, PIN: 700073 Mob: 9903354693, hereinafter referred to as the **BORROWER/DEVELOPER** (which expression shall, unless it be repugnant to the subject or context thereof include its successors and permitted assigns) of the **SECOND PART**

(the Owner/Mortgagor and the Borrower/Developer are hereinafter collectively referred to as the 'Mortgagors)

IN FAVOUR OF:

BAJAJ HOUSING FINANCE LIMITED, (PAN: AADCB6018P), a Company incorporated under the provisions of the Companies Act, 1956 and a company within the meaning of Companies Act 2013 & and having its Registered Office at Mumbai-Pune Road, Akurdi, Post Office: Akurdi, Police Station Akurdi, Pune -411035 and having its branch office at Express Tower, 3rd floor, 42A Shakespeare Sarani, Post Office Circus Avenue, P.S. Shakespeare Sarani Kolkata - 700017, hereinafter referred to as the **MORTGAGEE/ "LENDER"** or the **"SECURED PARTY"** (which expression shall unless the context otherwise requires include its successors and permitted assignees), represented by its authorised signatory, **MR. TUHIN MONDAL** (PAN: BITPM0145C, Aadhar no. 644482565491) son of Karunamoy Mondal of the **THIRD PART**

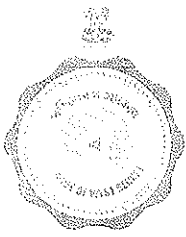
WHEREAS:

- (A) By a Deed of Conveyance dated 9th March, 1989 registered in the office of District Registrar, Alipore and recorded in Book no.I, Volume no. 93, Pages 119 to 132 as Being no. 2824 for the year 1989, M/s. R.D. Alloys Private Limited purchased and acquired from one Sajjan Kumar Goenka and Smt. Nirmala Goenka ALL THAT piece and parcel of land, being portion of premises

- no. 2B, Pagladanga Road and premises no. 3/1, Pagladanga Road, (formerly being a portion of premises no. 3, Pagladanga Road and premises no. 6, Pagladanga Road) containing an area of 4 Bighas 8 Cottahs and 9 Chittacks, more or less, comprised in holding nos. 33, 34 and 35 (formerly 16,19, 20, 21, 22 & 23) in Division IV, Sub-Division-, Police Station Beniapukur in the district of South 24-Parganas within the limits of the Kolkata Municipal Corporation.
- (B) Subsequently, premises no. 3/1, Pagladanga Road was amalgamated and merged with premises no. 2B, Pagladanga Road and mutated its name in the records of the Kolkata Municipal Corporation and paid taxes thereon.
- (C) The said M/s. R.D. Alloys Private Limited was engaged in the business of manufacturing of whole tyre crumb rubber and the said R.D. Alloys Private Limited had taken loan from Indian Overseas Bank and upon R.D. Alloys Pvt. Ltd.' Default, Indian Overseas Bank filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (IBC) before the Hon'ble NCLT, Kolkata against R.D. Alloys Pvt. Ltd. Being CP (IB) NO. 1726/KB/2018 and Vide Order dated 25.10.2019, the Hon'ble NCLT, Kolkata Bench was pleased to admit Indian Overseas Bank's application under Section 7 of the IBC and pursuant thereto, Ms. Mamta Binani was appointed as the Resolution Professional ("RP) of R.D. Alloys Pvt. Ltd.
- (D) As part of the corporate insolvency resolution process of the said R.D. Alloys Pvt. Ltd., the said RP issued an invitation for submission of Expression of Interest (EOI) calling upon interested and qualified parties to submit their resolution plans and M/s. Glix Securities Pvt. Ltd. Submitted its EOI to the RP for submission of its Resolution Plan and subsequently submitted its Resolution Plan on 04.11.2020. The Resolution Plan submitted by Glix Securities Pvt. Ltd. Was duly approved by the Committee of Creditors of R.D. Alloys Pvt. Ltd. By 100% majority at the 14th COC meeting held on 16.11.2020 and subsequently by an Order dated 24.03.2021, the Resolution Plan of Glix Securities Pvt. Ltd. Was duly approved by the National Company Law Tribunal, Kolkata Bench.
- (E) Upon approval of the Resolution Plan as above, the Resolution Plan was implemented by Glix Securities Pvt. Ltd. As per the terms and conditions contained therein and the Resolution Plan was fully consummated as evidenced by the Consummation Certification dated 08.10.2021 issued by the RP.
- (F) Vide No Objection Certificate bearing no. 926/ULC/Kolkata/2023 dated 11.04.2023, the Competent Authority, ULC, Kolkata, granted its no objection to R.D. Alloys Pvt. Ltd. for sanction of the building plan/s under the provisions of Urban Land (Ceiling and Regulation) Act, 1976.
- (G) In the aforesaid facts and circumstances, the said R.D. Alloys Pvt. Ltd. (the Mortgagor/Owner herein) as the absolute owner is seized and possessed of

and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 4 Bighas 8 Cottahs and 9 Chittacks, more or less, comprised in present municipal premises no. 2B, Pagaladanga Road (portion of previous premises no. 2B, Pagladanga Road and premises no. 3/1, Pagladanga Main Road), Kolkata 700015, Police Station Tangra, District South 24-Parganas, municipal ward no. 57 within the limits of the Kolkata Municipal Corporation (hereinafter referred to as the '**Said Premises/Project Land**').

- (H) The said R.D. Alloys Pvt. Ltd. (the Mortgagor/Owner herein) while seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises/Project Land decided to commercially exploit the same and entered into a Development Agreement dated 29th September, 2023 which was registered in the office of District Sub-Registrar-I, Alipore in Book No.I, Volume no.1601-2023, Pages 82345 to 82401 as being no. 160102360 for the year 2023 (hereinafter referred to as the 'Said Development Agreement') with M/s. Bergamot Conbuild LLP (the Borrower/Developer herein) for construction of a multi-storied building project named '**ANAAYA**' on the land of the said Premises consisting of several blocks as per the sanctioned building plan/s of the concerned local authority on the terms and conditions contained therein and also revenue sharing basis after demolishing the old structure.
- (I) In terms of the said Development Agreement, the Mortgagor/ Owner herein granted a registered Power of Attorney dated 26th July, 2024 in favour of the said M/s. Bergamot Conbuild LLP (the Borrower/Developer herein) for doing various acts and things in contemplation of the said development agreement. The said Power of Attorney was registered in the office of District Sub-Registrar-I, South 24-Parganas and recorded in Book No.I, Volume no. 1603-2024, Pages 55244 to 55265 as Being no. 160101502 for the year 2024.
- (J) M/s. Bergamot Conbuild LLP has changed the name to NPR Purti Conbuild LLP.
- (K) Pursuant to the Loan Agreement dated 24/12/2024 entered into amongst *inter alia* the Developer/Borrower as the borrower and the Lender/Mortgagee (the "Facility Agreement"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "Facility"), for a loan amount of **Rs. 32,00,00,000/- (Rupees Thirty-Two Crores only)**.
- (L) One of the conditions of the Facility Agreement is that the Facility with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and exclusive Registered Mortgage with respect to the said Premises/Project Land and the building /structure constructed/to be constructed thereon i.e. **the Mortgaged Properties** (defined below) more fully described in the **Schedule I** written hereunder.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250419080868

GRN Details

GRN:	192024250419080868	Payment Mode:	SBI Epay
GRN Date:	24/02/2025 18:42:21	Bank/Gateway:	SBIPay Payment Gateway
BRN :	1714027676417	BRN Date:	24/02/2025 18:42:44
Gateway Ref ID:	150364514	Method:	Federal Bank NB
GRIPS Payment ID:	240220252041908084	Payment Init. Date:	24/02/2025 18:42:21
Payment Status:	Successful	Payment Ref. No:	2000561199/1/2025 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr NPR PURTI CONBUILD LLP
Address:	P-15 INDIA EXCHANGE PLACE EXTENSION
Mobile:	9800878826
Period From (dd/mm/yyyy):	24/02/2025
Period To (dd/mm/yyyy):	24/02/2025
Payment Ref ID:	2000561199/1/2025
Dept Ref ID/DRN:	2000561199/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000561199/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2000561199/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	55014
			Total	155034

IN WORDS: ONE LAKH FIFTY FIVE THOUSAND THIRTY FOUR ONLY.

राष्ट्रीय आवास बैंक NATIONAL HOUSING BANK

(भारतीय रिजर्व बैंक के संपूर्ण स्वामित्व में / Wholly owned by the Reserve Bank of India)



पंजीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION

(जनता की जनसंश्लेषण आवास कर्मा के लिए) / For Public Deposits
(NOT VALID FOR ACCEPTANCE OF PUBLIC DEPOSITS)

सं. / No. 09.0127.15

1987 के राष्ट्रीय आवास बैंक अधिनियम की धारा 29A के तहत
राष्ट्रीय आवास बैंक को प्रदान शक्तियों का प्रयोग करते हुए

बजाज हाउसिंग फाइनेंस लिमिटेड

को दूसरी तरफ उद्धृत शर्तों पर
जनता की जनसंश्लेषण आवास कर्मा के लिए
आवास वित्त संस्थान का व्यापार प्रारंभ करने / करने रहने के लिए
यह पंजीकरण प्रमाण पत्र एतद्वारा जारी किया जाता है।
In exercise of the powers conferred on the National Housing Bank by
Section 29A of The National Housing Bank Act, 1987

Bajaj Housing Finance Limited

is hereby granted Certificate of Registration
to commence / carry on the business of a housing finance institution
without accepting public deposits
subject to the conditions given on the reverse.

मेरे दस्तावेज के अधीन नई दिल्ली में आज वर्ष दो हजार पंद्रह
के सितम्बर माह के चौदहवाँ दिन जारी किया गया।
Given under my hand at New Delhi this twenty fourth day of the month of
September in the year two thousand fifteen



राष्ट्रीय
आवास बैंक
NATIONAL
HOUSING BANK

प्राधिकृत हस्ताक्षर
Authorised Signatory

डॉ. सज्जय शिस्तार
Executive Director



Government of West Bengal

Office of the A.R.A. - IV KOLKATA, District: Kolkata

W.B. FORM NO. 1504

Query No / Year	19042000561199/2025	Serial No/Year	1904002810/2025
Transaction id	0000514910	Date of Receipt	25/02/2025 7:30PM
Deed No / Year	I - 190402695 / 2025		
Presentant Name	Mr Tuhin Mondal		
Mortgagor	R D Alloys Private Limite D , NPR Purti Conbuild LLP		
Mortgagee	Bajaj Housing Finance Limited		
Transaction	[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Total Setforth Value	Rs. 32,00,00,000/-	Loan Amount	Rs. 32,00,00,000/-
Stamp Duty Paid	Rs. 10/-	Stamp Duty Articles	40(b)
Registration Fees Paid	Rs. 84/-	Fees Articles	A(1), E, I, M(a), M(b)
Standard User Charge	480/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	S DEY	235878	18/01/2025	10/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	84/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	480/-
Requisition Form Fee	50/-

*Total Amount Received by Cash Rs. 614/-

(Mohul Mukhopadhyay)

- (M) The Mortgagor, Developer and the Secured Party/Mortgagee have agreed that the Security will be created in favour of the Secured Party/Mortgagee and that the Security to be created on the Mortgage Properties shall be by way of a registered Mortgage.

NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

1. DEFINITIONS

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreement. In addition:

Current Assets shall have the meaning ascribed to it under Section 5(v) (*Grants and Transfers*).

Final Settlement Date shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

"First Mortgaged Properties" shall have the meaning set forth in Clause 5 (i) of this Indenture.

"Fourth Mortgaged Properties" shall have the meaning set forth in Clause 5 (iv) of this Indenture.

Insurance Contracts shall mean collectively the insurance contracts and policies, more particularly described in Schedule 2 (*Insurance Contracts*) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

Maximum Lending Rate shall have the meaning ascribed to it in Section 13(b)(viii) (*Reimbursement with Interest*).

"Mortgaged Properties" means the Specifically Mortgaged Properties and the Current Assets.

Person shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

"Second Mortgaged Properties" shall have the meaning set forth in Clause 5 (ii) of this Indenture.

Secured Liabilities shall mean the Facility or part of the Facility that has been secured by the Mortgaged Properties.

"Specifically Mortgaged Properties" shall mean collectively the First

Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"Third Mortgaged Premises" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

2. **CONSTRUCTION**

In this Indenture:

- (a) Reference to an account includes a reference to any sub-account of that account;
- (b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and
- (d) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and
- (f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.
- (g) The principles of interpretation set forth in Section 1.2 of the Facility Agreement shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

3. **BENEFIT OF INDENTURE**

The Lender/Secured Party shall hold the Security Interest created by the Mortgagors in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Mortgagors /Borrower pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Mortgagors/Security Provider/s under the Finance Documents on or prior to the Final Settlement Date.

4. **COVENANT TO PAY**

Pursuant to the Finance Documents and in consideration of the Lender/Mortgagee having entered into or agreed to enter into the Finance Documents to which it is a party, the Developer/Borrower covenants to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

5. **GRANT AND TRANSFERS**

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Mortgagor and the Developer doth hereby grant, assure,

charge and mortgage (**without possession, i.e. the possession shall remain with the Mortgagor**) unto the Lender acting for its benefit by way of continuing security:

- (i) all and singular the premises, more particularly described in **Schedule 1 hereto**, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Borrower set against their name in Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the **"First Mortgaged Properties"**), **TO HAVE AND TO HOLD** by way of security all and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Borrower, in, to, under all assets of the Borrower relating to the Mortgaged Properties including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligor/s (the **"Second Mortgaged Properties"**) and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Borrower to commence and conduct in the name of the respective Mortgagors/Borrower, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Borrower/s and pertaining to Second Mortgaged Properties and all other claims of the Borrower/s under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above description whether presently in existence or acquired hereafter, **TO HAVE AND TO HOLD** by way of security all and singular the Second Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (iii) all the rights, interest, claims and benefit in the Escrow Account required to be created by the Issuer and/or Security Provider/Mortgagor/s under any Transaction Documents, all cash flows relating to the Mortgaged Properties, more particularly the Project Receivables and Borrower's share of unsold Units in the Projects (*forming part of the developer's allocation*), and including all insurance proceeds, book debts, all cash flows, all bills, whether

documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Obligors in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid account whether presently in existence or acquired hereafter (collectively, the "**Third Mortgaged Properties**") **TO HAVE AND TO HOLD** by way of security all and singular the Third Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.

- (iv) all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "**Fourth Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents;
- (v) by way of floating charge, all the current assets of the Borrower/Developer in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Developer/Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "**Current Assets**") by way of registered mortgage in respect of the Project in accordance with the terms of the Finance Documents; and

6. **CONVERSION OF FLOATING CHARGE**

The mortgage created over the Current Assets pursuant to Section 5 (v)

above shall be a floating charge which shall be automatically and without prior notice by the Secured Party to the borrower be converted into a fixed charge upon the occurrence and continuance of any Event of Default which has not been cured within the relevant cure period or waived.

7. RANKING

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and shall have exclusive charge.

8. SECURITY

8.1 Continuing Security

The security created by or pursuant to these presents:

(a) is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor/Security Provider of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;

(b) is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and

(c) may be enforced against the Mortgagor/Security Provider without first having recourse to any other rights of the Secured Party.

8.2 Other Security

This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Security Provider or any other Person in respect of the Secured Liabilities.

8.3 Cumulative Powers

The powers conferred by this Indenture on the Secured Party and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised in accordance with these presents; the Secured Party or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Security Provider acknowledges that the respective powers of the Secured Party and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Party or receiver as relevant.

8.4 Avoidance of Payments

If any amount paid by the Security Provider/ Borrower in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Security Providers or otherwise; or (b) required to be

shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Provider or any other Person, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Security Provider or any other claimant by the Secured Party.

9. **EASEMENTS**

For the consideration aforesaid the Mortgagor/s/ Security Provider do hereby grant full and free rights and liberty in the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all-time thereafter.

10. **PROVISION FOR REDEMPTION**

If the Mortgagors/Borrower shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Borrower, release unto the Security Provider/Mortgagor or as the Security Providers/Mortgagors shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

11. **REPRESENTATIONS AND WARRANTIES**

(a) In order to enter into the respective Finance Documents and the Lender has accepted the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.

(b) The Mortgagor/Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

(c) The Mortgagor/Security Provider further confirm and warrant that:

(i) The Mortgagor/Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;

(ii) The Mortgagor/Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;

(iii) This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

(iv) Neither the execution and delivery by the Mortgagor/Security

Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;

(v) The Mortgagor/Security Provider do not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;

(vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Providers purport to grant charges and assignments pursuant hereto;

(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 Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and

(viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.

(ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower in this Agreement, including but not limited to payment / repayment of the Dues, are joint and several.

12. COVENANTS AND PERMITTED USE

(a) The Mortgagor and Borrower shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

(b) Additionally, the Mortgagor/s hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:

(i) Enter possession etc.
Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Providers well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(ii) Further assurances
The Mortgagor/Security Provider and all other persons lawfully or equitably claiming

or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Security Provider or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.

(iii) Payment of all Taxes, rates, etc.

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

(iv) Maintenance of assets

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

(v) Inspection, repairs, etc.

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

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

(vi) Property of the Security Provider

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

(vii) Insurance

Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Provider and the Secured Party in accordance with the requirements of the Finance Documents and in respect of the Mortgaged Properties and where applicable the Fixed Movable Assets being charged, the name of the Secured Party is duly endorsed as "**Beneficiary**"/"**Loss Payee**" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Borrower/Security Provider.

(viii) Reimbursement with Interest

If any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Secured Party, the Security Provider will pay to the Secured Party the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purposes of this Indenture be taken to mean the applicable rate for the Lender which is the maximum lending rate for rupee loans prevailing at the time of any such payment by the Secured Party, whichever is higher (the "**Maximum Lending Rate**"), from the date of payment by the Secured Party until the date of repayment by the Borrower; and

(ix) Receipts and other documents

Deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

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

13. **SPECIFIC ACTIONS**

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

(a) execute a valid legal mortgage in English form (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property, related to the Mortgaged Properties, presently or in the future belonging to the Security Providers and which is not hereby effectively

charged or secured;

(b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage the Mortgaged Properties to the Secured Party and/or to enable the Secured Party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents;

(c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Security Provider of the same category as are intended to be secured or charged under these presents; and

(d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

14. FAILURE TO PAY

It is hereby agreed and declared that if the Security Provider or the Borrower shall fail to pay to the Secured Party/Mortgagee, the Secured Liabilities or any part thereof in the manner provided herein or in the Finance Documents, then the Mortgaged Properties hereby granted, assured and charged or expressed so to be shall not be redeemed or be redeemable by the Security Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities:

(a) unless the Security Provider/Borrower or such person or persons shall have given to the Secured Party one day's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day; or

(b) unless and in the alternative and in default or in lieu of such notice the Security Provider or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement as aforesaid,

and every failure on the part of the Security Provider/Borrower or such Person or Persons to pay off the Secured Liabilities strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Party to a fresh notice of the same part of the default thereof or to one day's further interest at the rate aforesaid.

15. ENFORCEMENT

15.1 Occurrence of a Default

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

15.2 General Enforcement Powers:

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

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

15.3 Powers of the Secured Party:

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

15.4 Sale in accordance of due process of law

- (a) Subject to sub-clause 4(b) below, following the happening of a

Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Provider, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Secured Party may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties following the due process of law

(b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until: -

(i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the Transfer of Property Act, 1882 ("**TP Act**") , requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Security Provider; or

(ii) Interest on the Secured Liabilities amounting at least to Rs.1,00,000 shall be in arrears and remain unpaid for three months after becoming due;

(c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Security Provider in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

(d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act, shall apply to the security created hereunder as if the same were incorporated herein; and

(e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or

purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

(f) Upon any such sale/assignment by the Secured Party, the monies shall be first utilize for the discharge of the Facility. Upon satisfaction of the discharge of the Facility, the surplus money received from the Sale/Assignment of the Mortgaged Properties, if any shall be credited to the Borrower.

16. **TRANSFER OF PROPERTY ACT**

16.1 **Section 67A**

The provisions of section 67A of the TP Act, shall not apply to these presents and the Secured Party notwithstanding that the Secured Party may hold two or more mortgages executed by the Security Provider including these presents, in respect of which the Secured Party has the right to obtain the kind of decrees under section 67 of the TP Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due;

16.2 **Continued Possession**

It shall be lawful for the Security Provider to retain possession of and the Security Providers may use the Mortgaged Properties in accordance with the Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

16.3 **Section 65A**

The Security Provider/s shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Secured Party first had and obtained (which consent the Secured Party shall not be bound to give) on such terms and conditions as the Secured Party shall in their absolute discretion consider fit and the provisions of section 65A of the TP Act, shall not apply;

16.4 **Proceeds of the Mortgaged Properties**

The Secured Party shall not be liable to make any payment towards the Secured Liabilities from:

(a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or

(b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

17. **APPOINTMENT OF RECEIVER**

17.1 **Right to appoint a Receiver**

Subject to the observance of such restrictions as may be imposed by section 69A of the TP Act, or any other applicable statutory provisions, the Secured

Party at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any Authorised Officer or Officers of such Person and may remove any receiver so appointed and appoint another in his stead.

17.2 **Status, Powers and Remuneration of Receiver**

(a) Appointment of any receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Properties;

(b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Party set forth herein or under Applicable Law or as the Secured Party may think expedient, including the following rights, powers and authorities:

(i) 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 in the name of the Security Provider or otherwise as the receiver shall consider fit;

(ii) to manage or carry on or concur in carrying on the business of the Security Providers/Borrower (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the receiver;

(iii) To make any arrangement or compromise between the Security Providers and any other Persons or pay any compensation or incur any obligation which the Secured Party or the receiver shall consider fit;

(iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or pari passu with the security created hereunder;

(v) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;

(vi) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Security Provider or otherwise;

(vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for

maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;

(viii) to obtain all clearances, 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 Indenture or otherwise as the Secured Party or receiver shall consider fit;

(ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Security Provider and the money so paid shall be deemed to be an expense properly incurred by the receiver;

(x) to settle, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Security Provider or relating in any way to the Mortgaged Properties or any part thereof;

(xi) To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;

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

(xiii) 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 business of the Security Provider;

(xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;

(xv) To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Party or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

(xvi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

(xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Provider shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.

(c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Secured Party;

(d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;

(e) Subject to the provisions of section 69A of the TP Act, the Secured

Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;

(f) The Secured Party from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Secured Party shall not be bound in any case to require any such security;

(g) The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Security Provider shall or shall not be in liquidation;

(h) All the powers, provisions and trusts contained in section 69A of the TP Act, shall apply to the receiver appointed under this Section;

(i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Security Provider and the Security Provider shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

(j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Secured Party.

18. NOT MORTGAGEE-IN-POSSESSION

It is hereby clarified that the Security Provider/s have not agreed to give possession of the Mortgaged Properties vide this Indenture and has not given possession of the Mortgaged Properties to the Secured Party.

Without prejudice to the generality of Section 17 (*Transfer of Property Act*), the Security Provider does hereby expressly agree with the Secured Party that neither the Secured Party nor any receiver appointed as aforesaid shall, by reason of the Secured Party or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Security Provider to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

19. PROTECTION OF SECURED PARTY AND RECEIVER: LIMITATION OF LIABILITY

Neither the Secured Party nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise, of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Secured Party or the receiver.

20. COSTS AND EXPENSES

(a) The Security Provider/s shall, upon notice from the Secured Party pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Party under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of

investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture.

(b) The Security Provider/s shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization and recovery of the Secured Liabilities shall be added to the Secured Liabilities and be secured hereby.

(c) All costs, expenses, charges and fees paid or incurred by the Secured Party in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, (i) for payment of any costs, expenses, charges or fees in this Section or (ii) any expenses incurred by the Secured Party after a Default has occurred in connection with preservation of the Security Providers' assets (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Security Providers and the Security Providers undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or its authorized agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the Maximum Lending Rate from the date the Security Providers receive notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Providers, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.

21. **INDEMNITY**

The Secured Party/Mortgagee and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgement (other than those involving gross negligence or wilful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

22. **SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY**

22.1 **Appointment**

The Security Provider hereby appoints the Secured Party as well as each receiver:

(a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Providers to act and execute all deeds and things which the Security Provider is authorized to execute and do under the

covenants and provisions herein contained,

(b) to generally to use the name of the Security Provider in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;

(c) to execute on behalf of the Security Provider at the cost of the Security Provides/Borrower r the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;

(d) to execute on behalf of the Security Provider at the cost of the Security Providers/Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

and the Security Providers/Borrower shall bear the expenses that may be incurred by the Secured Party or any receiver in that behalf.

Provided at any time prior to the occurrence of a Default, the Secured Party shall exercise its powers under this section 23.1 only if the Security Provider fails to comply with the instructions of the Secured Party under this Indenture.

22.2 **Ratification**

The Security Provider covenants with the Secured Party to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 23.1 hereinabove.

23. **APPLICATION OF MONIES**

All monies received by the Secured Party or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Secured Party and shall be applied (except as otherwise required by Applicable Law) in accordance with the Finance Documents.

24. **WAIVER**

24.1 **No implied waiver or impairment**

No delay or omission of the Secured Party or any receiver in exercising any right, power or remedy accruing of the Secured Party upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Secured Party or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Secured Party in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Secured Party herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Finance Documents.

24.2 **Express Waiver**

A waiver or consent granted by the Secured Party under this Indenture will

be effective only if given in writing and then only in the instance and for the purpose for which it is given.

25. MISCELLANEOUS

25.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Secured Liabilities by the Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Secured Party shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

25.2 Amendment

The Security Provider/s and the Secured Party may amend or supplement the terms of this Indenture by mutual agreement in writing.

25.3 Other Remedies

The rights and remedies conferred upon the Secured Party under this Indenture:

- (a) Shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled; and
- (b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Secured Party.

25.4 No Legal Title for Lender

The Lender shall not have any legal title to any part of the Mortgaged Properties; provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

25.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

25.6 Notices and Communications

Any notice or request to be given or made under this Agreement shall be

given in address mentioned in Schedule 3 herein and in the manner prescribed in Clause 21 (*Notices*) of the Standard Terms and the said Clause shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full.

25.7 Provisions Severable

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

26. INCONSISTENCY

If there is any inconsistency between: (i) the rights and the obligations of the Security Provider in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Security Provider in relation to the Finance Documents, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Security Provider under these presents are consistent with the rights and obligations of the Security Provider/Mortgagor under the Finance Documents.

27. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with Indian law.

28. JURISDICTION

28.1 Jurisdiction

The Secured Party reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or any other Debt recovery laws available to the Secured Party from time to time.

28.2 Waiver of Objection

The Mortgagor/Security Provider waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at West Bengal and any claim that any such Proceedings have been brought in an inconvenient forum and further agrees that a judgment in any Proceedings brought in the courts and tribunals at West Bengal shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

28.3 Right to take Proceedings in other Jurisdictions

Nothing contained in this Section 29 (*Jurisdiction*), shall limit any right of the Secured Party to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Provider/Mortgagor submits to

and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

28.4 General Consent

The Mortgagor/Security Provider hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

28.5 Waiver of Immunity

To the extent that the Security Provider may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Providers hereby agrees not to claim and hereby waives such immunity.

**SCHEDULE 1
MORTGAGED PROPERTIES**

The Secured Obligations and the performance by the Obligors and Promoters of their obligations in relation thereto, shall be secured by the Security in favour of the Secured Party. The Security shall include:

- (a) Exclusive first charge by way of a registered mortgage of the following property:

ALL THAT piece and parcel of land measuring about **4 Bighas 8 Cottahs and 9 Chittacks**, more or less, comprised in present municipal premises no. **2B, Pagladanga Road** (portion of previous premises no. 2B, Pagladanga Road and premises no. 3/1, Pagladanga Road), Kolkata 700015, Police Station Tangra, District South 24-Parganas, municipal ward no. 57 within the limits of the Kolkata Municipal Corporation together with building/structure to be constructed measuring about 20,672.31sq.mt. or any other structure to be constructed in future (forming part of the developer's allocation) and butted and bounded under:

- | | | |
|--------------|---|--|
| On the North | : | Partly by portion of 34, Canal South Road and partly by portion of 2, Pagladanga Road and partly by Pagladanga Road; |
| On the East | : | Partly by Pagladanga Road and partly by portion of 3, Pagladanga Road; |

On the South : By portion of 3, Pagladanga Road;
 On the West : Partly by portion of 34, Canal South Road and partly by 33C, Canal South Road;

And the aforesaid land is also delineated in the **Map/Plan** annexed with this deed and bordered in colour '**Red**' thereon.

Details of Unsold Units in the aforesaid project:

S. no.	Unit No.	Type	SBA (sq. ft.)
1	19A	4 BHK	2013
2	7B	3 BHK	1808
3	9D	4 BHK	2367
4	10D	4 BHK	2357
5	11B	3 BHK	1811
6	12D	4 BHK	2367
7	15D	4 BHK	2367
8	18D	4 BHK	2367
9	19D	4 BHK	2357
10	20D	4 BHK	2357
11	19C	4 BHK	2209
12	1A	4 BHK	2013
13	1B	4 BHK	2245
14	1C	4 BHK	2397
15	1D	4 BHK	2357
16	2A	4 BHK	2013
17	2B	3 BHK	1811
18	2C	4 BHK	2187
19	2D	4 BHK	2357
20	3A	4 BHK	2019
21	3B	3 BHK	1793
22	3C	4 BHK	2205
23	3D	4 BHK	2367
24	4A	4 BHK	2013
25	4B	3 BHK	1808
26	4C	4 BHK	2209

27	5A	4 BHK	2013
28	5B	3 BHK	1811
29	5C	4 BHK	2187
30	5D	4 BHK	2357
31	6A	4 BHK	2019
32	6C	4 BHK	2205
33	6D	4 BHK	2367
34	7C	4 BHK	2209
35	8A	4 BHK	2013
36	8C	4 BHK	2187
37	8D	4 BHK	2357
38	9A	4 BHK	2019
39	9C	4 BHK	2205
40	10A	4 BHK	2013
41	11C	4 BHK	2187
42	12A	4 BHK	2019
43	13A	4 BHK	2013
44	13B	3 BHK	1808
45	13C	4 BHK	2209
46	13D	4 BHK	2357
47	14A	4 BHK	2013
48	15A	4 BHK	2019
49	15C	4 BHK	2205
50	16A	4 BHK	2013
51	16C	4 BHK	2209
52	17A	4 BHK	2013
53	17B	3 BHK	1811
54	17C	4 BHK	2187
55	18A	4 BHK	2019
56	18B	3 BHK	1793
57	19B	3 BHK	1808
58	20A	4 BHK	2013
59	20B	3 BHK	1811
60	20C	4 BHK	2187
61	21A	4 BHK	1982

62	21B	3 BHK	1766
63	21C	4 BHK	2162
64	22A	4 BHK	1978
65	22B	3 BHK	1774
66	23A	4 BHK	1978
67	23B	3 BHK	1775
68	23C	4 BHK	2153
69	23D	4 BHK	2321
		Total	144719

- (b) Exclusive first charge by way of hypothecation over the receivables forming part of the developer's allocation arising out of the assets mentioned in Clause (a) herein above along with the following properties:

Details of Sold Units in the aforesaid project:

S. no.	Unit No.	Type	SBA (sq. ft.)	Agreement value (Rs.)	Amount collected (Rs.)	Committed receivables (Rs.)
1	4D	4 BHK	2357	20388050	1100000	19288050
2	6B	3 BHK	1793	15688750	1100000	14588750
3	7A	4 BHK	2013	17613750	1100000	16513750
4	7D	4 BHK	2357	20623750	1100000	19523750
5	8B	3 BHK	1811	15665150	1100000	14565150
6	9B	3 BHK	1793	15509450	1100000	14409450
7	10B	3 BHK	1808	15187200	1100000	14087200
8	10C	4 BHK	2209	14137600	1100000	13037600
9	11A	4 BHK	2013	16909200	1100000	15809200
10	11D	4 BHK	2357	20388050	1100000	19288050
11	12B	3 BHK	1793	15509450	1100000	14409450
12	12C	4 BHK	2205	18522000	600000	17922000
13	14B	3 BHK	1811	15846250	1100000	14746250
14	14C	4 BHK	2187	18917550	1100000	17817550
15	14D	4 BHK	2357	20388050	1100000	19288050
16	15B	3 BHK	1793	15509450	1100000	14409450
17	16B	3 BHK	1808	15639200	1100000	14539200
18	16D	4 BHK	2357	15084800	100000	14984800

19	17D	4 BHK	2357	15084800	100000	14984800
20	18C	4 BHK	2205	14112000	100000	14012000
21	21D	4 BHK	2326	17212400	100000	17112400
22	22C	4 BHK	2164	16013600	100000	15913600
23	22D	4 BHK	2321	20076650	1100000	18976650
		Total	48195	390027150	19800000	370227150

**SCHEDULE 2
INSURANCE CONTRACTS
NA**

**SCHEDULE 3
NOTICES TO PARTIES**

The address for service of notice to the Security Provider/Mortgagors/Borrower shall be:

NPR PURTI CONBUILD LLP.

Address: P-15, India Exchange Place Extension, Todi Mansion, Kolkata,
Pincode: 700073, Post Office: C.R. Avenue, Police Station: Bowbazar,
West Bengal, India

Attn: **Mr. RishiTodi**

The address for service of notice to the Secured Party shall be:

Bajaj Housing Finance Limited

Address: Bajaj Finserv corporate office : Express Tower, 3rd floor,42A
Shakespeare Sarani Road, Kolkata – 700017

Fax No.:

Attn: Mr. Shanky Agarwal

Or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider.

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written

SIGNED, SEALED AND DELIVERED by the withinnamed **MORTGAGOR/OWNER** in presence of :

1. Sharon. Prarthana. Biswas
19A, Dent Mission Road,
Khidderpore - Kol-700 023
2. Nishant Kishor
42A, Shakespeare Sozani, 5th floor,
Express Tower, Kolkata, West Bengal,
Pin - 700017

SIGNED, SEALED AND DELIVERED by the withinnamed **DEVELOPER /BORROWER** in presence of :

1. Sharon. Prarthana Biswas
2. Nishant Kishor

SIGNED, SEALED AND DELIVERED by the withinnamed **LENDER/ MORTGAGEE** in presence of :

1. Sharon. Prarthana. Biswas
2. Nishant Kishor

Prepared in our office

Ayushman Dey Advocate
(AYUSHMAN DEY)
High Court, Calcutta
Enrolment No. WB/7105/2012

Identified

Sharon. Prarthana. Biswas
Sharon Prathana Biswas
Daughter of Mr. Stepen Samir Biswas
19A, Dent Mission Road,
P.O. Khidderpore
P.S. Ekbalpur Kolkata 700023

R D ALLOYS PVT LTD
Suman Kanta Thakur
Director

MORTGAGOR/OWNER

NPR Purvi Conbuild LLP
Shalini Dubey
Authorized Signatory

DEVELOPER /BORROWER

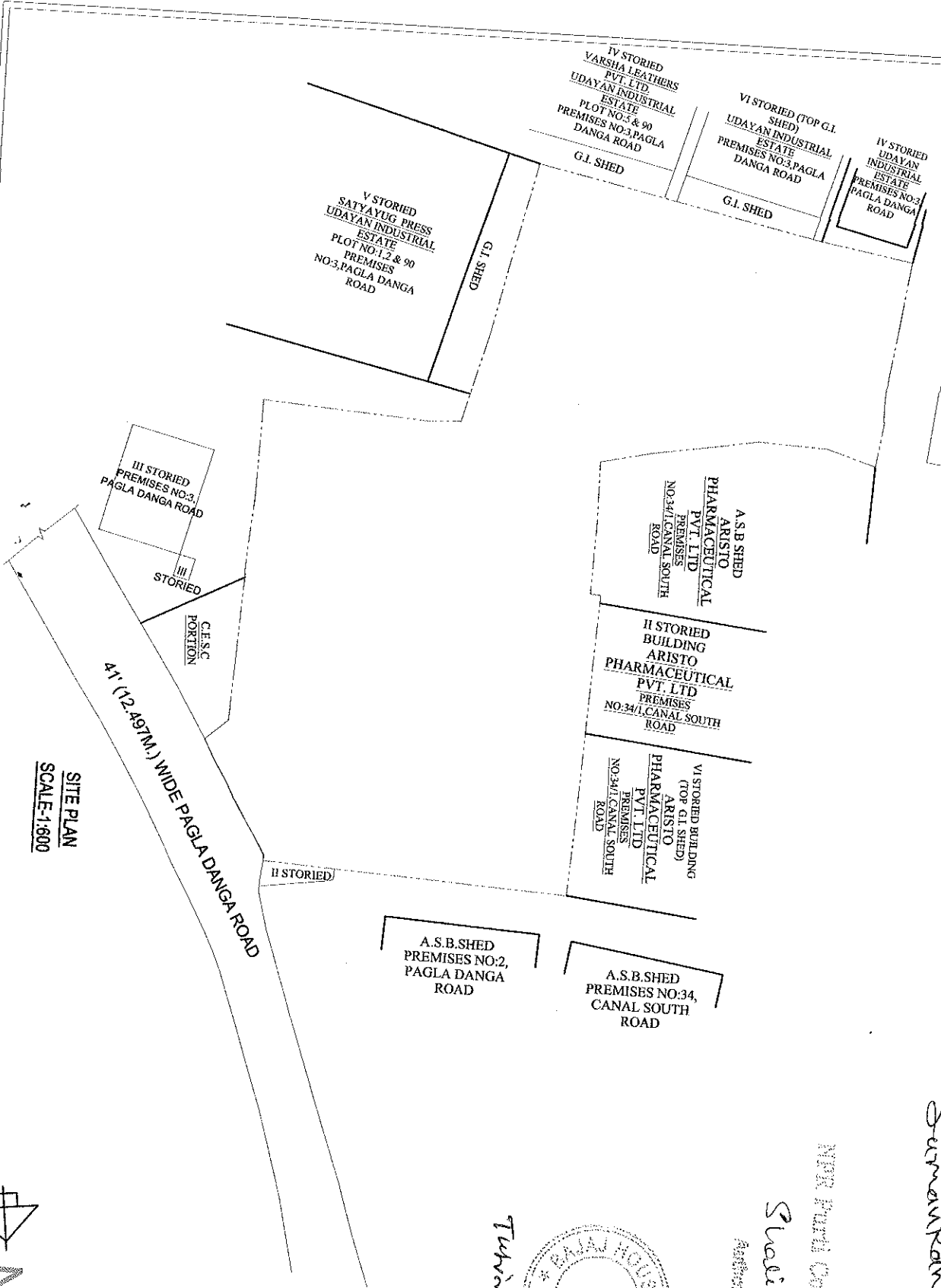


Tarunmoyal

LENDER/ MORTGAGEE

Premises No. 2B, Pagladanga Road (Portion Of Previous Premises no. 2B, Pagladanga Road And Premises No. 3/1, Pagladanga Road), Kolkata 700015, Police Station Tangra, District South 24-Parganas, municipal ward no. 57 within the limits of the Kolkata Municipal Corporation.

LAND AREA WITHIN RED BOUNDARY - 4 BIGHAS 8 COTTAS AND 9 CHITACKS MORE OR LESS.



SITE PLAN
SCALE-1:600



Tuhino Mall



Shashi Debbar
Authorized Signatory


NPR Puri Company LLP

R D MALLOY'S PVT LTD
Suman Kant Haldar
Director

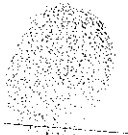


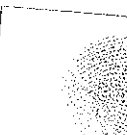
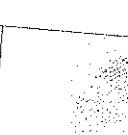

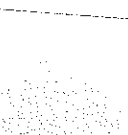
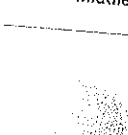
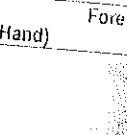
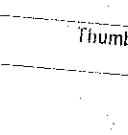
SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants

Sarwan Kant Thakur











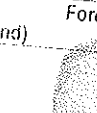
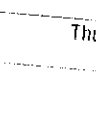
Sarwan Kant Thakur

				
Little	Ring	Middle	Fore	Thumb
				
Thumb	Fore	Middle	Ring	Little

Shalini Dubey






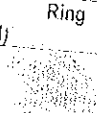
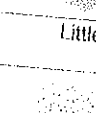
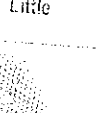
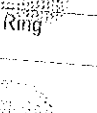
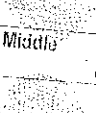


Shalini Dubey

				
Little	Ring	Middle	Fore	Thumb
				
Thumb	Fore	Middle	Ring	Little

Tuphina Devi



Tuphina Devi

				
Little	Ring	Middle	Fore	Thumb
				
Thumb	Fore	Middle	Ring	Little

Little	Ring	Middle	Fore	Thumb
		(Left Hand)		
Thumb	Fore	Middle	Ring	Little
		(Right Hand)		

Major Information of the Deed

Deed No :	I-1904-02695/2025	Date of Registration	25/02/2025
Query No / Year	1904-2000561199/2025	Office where deed is registered	
Query Date	24/02/2025 6:27:16 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIATES 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903635387, Status : Solicitor firm		
Transaction	Additional Transaction		
[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 32,00,00,000/-	Rs. 38,34,43,125/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 1,00,030/- (Article:40(b))	Rs. 55,098/- (Article:A(1), E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pagladanga Road, , Premises No: 2B, , Ward No: 057 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Bigha 8 Katha 9 Chatak	30,00,00,000/-	30,00,00,000/-	Property is on Road
Grand Total :				146.1281Dec	3000,00,000 /-	3000,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	222515 Sq Ft.	2,00,00,000/-	8,34,43,125/-	Structure Type: Structure
Gr. Floor, Area of floor : 222515 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Up to Foundation					
Total :		222515 sq ft	200,00,000 /-	834,43,125 /-	

Mortgagor Details :

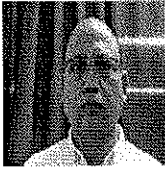

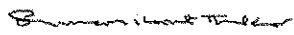



Sl No	Name, Address, Photo, Finger print and Signature
1	R D Alloys Private Limite D Chowringhee Court, 55/1, Chowringhee Road, 2nd Floor, Unit No. 28, City:- Kolkata, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Date of Incorporation:XX-XX-1XX1 , PAN No.:: aaxxxxxx0r, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative

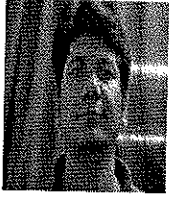

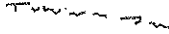
2	NPR Purti Conbuild LLP P-15, India Exchange Place Extension, Todi Mansion, City:- Kolkata, P.O:- C R Avenue, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073 Date of Incorporation:XX-XX-2XX9 , PAN No.:: aaxxxxxx2n,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
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Mortgage Details :



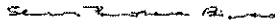
Sl No	Name,Address,Photo,Finger print and Signature
1	Bajaj Housing Finance Limited Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Date of Incorporation:XX-XX-2XX8 , PAN No.:: aaxxxxxx8p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Suman Kant Thakur Son of Baishist Narayan Thakur Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 Feb 25 2025 6:18PM	 Captured LTI 25/02/2025	 25/02/2025
	Chowringhee Court, 55/1, Chowringhee Road, 2nd Floor, Unit No. 28, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: acxxxxx6r, Aadhaar No: 52xxxxxxxx2039 Status : Representative, Representative of : R D Alloys Private Limite D (as Director)			
2	Name	Photo	Finger Print	Signature
	Ms Shalini Dubey Daughter of Dr Awadhesh Dubey Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 Feb 25 2025 6:30PM	 Captured LTI 25/02/2025	 25/02/2025
	P-15, India Exchange Place, Extension, Todi Mansion, City:- Kolkata, P.O:- C R Avenue, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: bcxxxxxx3e, Aadhaar No: 36xxxxxxxx8854 Status : Representative, Representative of : NPR Purti Conbuild LLP (as Authorized Signatory)			

3 Name	Photo	Finger Print	Signature
Mr Tuhin Mondal (Presentant) Son of Karunamoy Mondal Date of Execution - 25/02/2025, , Admitted by: Self, Date of Admission: 25/02/2025, Place of Admission of Execution: Office	 <small>Feb 25 2025 6:31PM</small>	 <small>LTI 25/02/2025</small> Captured	 <small>25/02/2025</small>
Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: bixxxxxx5c, Aadhaar No: 64xxxxxxxx5491 Status : Representative, Representative of : Bajaj Housing Finance Limited (as Authorized Signatory)			

Identifier Details :

Name	Photo	Finger Print	Signature
Sharon Prarthana Biswas Daughter of Mr Stepen Samir Biswas 19A, Dent Mission Road, City:- Not Specified, P.O:- Khidderpore, P.S:- Ekbalpore, District:-South 24-Parganas, West Bengal, India, PiN:- 700023	 <small>25/02/2025</small>	 <small>25/02/2025</small> Captured	 <small>25/02/2025</small>
Identifier Of Shri Suman Kant Thakur, Ms Shalini Dubey, Mr Tuhin Mondal			

Endorsement For Deed Number : I - 190402695 / 2025

On 25-02-2025

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 40 (b) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16:03 hrs on 25-02-2025, at the Office of the A.R.A. - IV KOLKATA by Mr Tuhin Mondal

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 25-02-2025 by Shri Suman Kant Thakur, Director, R D Alloys Private Limite D (Private Limited Company), Chowringhee Court, 55/1, Chowringhee Road, 2nd Floor, Unit No. 28, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Identified by Sharon Prarthana Biswas, , , Daughter of Mr Stepen Samir Biswas, 19A, Dent Mission Road, P.O: Khidderpore, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Christian, by profession Others

Execution is admitted on 25-02-2025 by Ms Shalini Dubey, Authorized Signatory, NPR Purti Conbuild LLP (LLP), P-15, India Exchange Place Extension, Todi Mansion, City:- Kolkata, P.O:- C R Avenue, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073

Identified by Sharon Prarthana Biswas, , , Daughter of Mr Stepen Samir Biswas, 19A, Dent Mission Road, P.O: Khidderpore, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Christian, by profession Others

Execution is admitted on 25-02-2025 by Mr Tuhin Mondal, Authorized Signatory, Bajaj Housing Finance Limited (Public Limited Company), Express Tower, 3rd Floor, 42A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Sharon Prarthana Biswas, , , Daughter of Mr Stepen Samir Biswas, 19A, Dent Mission Road, P.O: Khidderpore, Thana: Ekbalpore, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Christian, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,098.00/- (A(1) = Rs 55,000.00/- ,E = Rs 14.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 55,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2025 6:42PM with Govt. Ref. No: 192024250419080868 on 24-02-2025, Amount Rs: 55,014/-, Bank: SBI EPay (SBlePay), Ref. No. 1714027676417 on 24-02-2025, Head of Account 0030-03-104-001-16

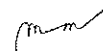
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,00,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 235878, Amount: Rs.10.00/-, Date of Purchase: 18/01/2025, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2025 6:42PM with Govt. Ref. No: 192024250419080868 on 24-02-2025, Amount Rs: 1,00,020/-, Bank: SBI EPay (SBlePay), Ref. No. 1714027676417 on 24-02-2025, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

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