

535/19831

पावती

Original/Duplicate

Tuesday, November 26, 2019

नोंदणी क्र.: 39M

8:33 PM

Regn.: 39M

पावती क्र.: 23198 दिनांक: 26/11/2019

गावाचे नाव: कावेसर

दस्तऐवजाचा अनुक्रमांक: टनन5-19831-2019

दस्तऐवजाचा प्रकार: गहाणखत

सादर करणाऱ्याचे नाव: कर्ज देणार - कर्टॉलिस्ट ट्रस्टीशिप लिमिटेड तर्फे अधिकृत सही करणार सुजाता शिंदे - -

नोंदणी फी ₹. 30000.00

दस्त हाताळणी फी ₹. 3960.00

पृष्ठांची संख्या: 198

एकूण: ₹. 33960.00

आपणास मूळ दस्त, थंबनेस प्रिंट, सूची-२ अंदाजे

8:40 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 0/-

पोबंदला रु. 1900000000/-

भरलेले मुद्रांक शुल्क: रु. 1001000/-

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

सीडी/घनादेश/से ऑर्डर क्रमांक: MH008792115201920E दिनांक: 26/11/2019

वैफेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 3960/-

Jashankar
मुद्रांक शुल्क



25/11/2019

सूची क्र.2

दुपयन निबंधक : लघु टु.वि.आपे 5

दल क्रमांक : 19831/2019

नोंदणी :

Regn 63m

गावाचे नाव : कावेसर

(1) निवेशाचा प्रकार	गहाचघट
(2) प्रलेखदत्ता	1900090000
(3) बांधारमात्रे (नावेपट्टणास्य वास्तविकदत्ताकार अवातनी देवी की पट्टेकारा दे नहुद नगणे)	0
(4) नू- नाम, पोटहिल्ला व परक्रमांक(कतारमात्रे)	1) फलितेचे नावः कावेसर, इतर वट्टन - इतर माहिती: मजे कावेसर हा.नि. झणे येथील वट्टे नं. 163/5 ते 9वी/1, 163/5 ते 8वी/2, 163/5/1, 163/5/2, 165/1ए, 165/2ए, 165/6ए, 165/7ए, 165/8ए, 165/9ए, 165/9बी, 165/10ए/1, 165/10ए/2, 165/11ए, 165/12ए, 165/13ए, 165/14ए/1, 165/14ए/2, 165/15ए/1, 165/15ए/2, 167/3 व इतर येथील अने महानगरपालिका हद्दीतील बघीन क्षेत्र 7072.73 चौ. मी. व त्यामध्ये नमुद केलेले निचेची व मार्कपुट्टर विन्धीग, विन्धीग ही 5 माली विन्धीग की. 6 रेकीटेन्धीकर पोनेस्व पार्कपुट्टर कल्याणनागे कलापी प्खत रूपये 190 नोंद आये एदीचे नं. 675/2019 दिनांक 19.11.2019 अन्वये मुद्रांक शुल्क प्खत रूपये 10,01,000/- भरण्यात आये आहे. त्याचे नावक क्रमांक 13219/2019 दिनांक 26 165/2A, 166/5A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1 167/3 :))
(5) क्षेत्रफळ	1) 7072.73 चौ.मीटर
(6) भावार्थणी विवा मुद्री देण्यात आलेले देखतः	
(7) उत्तराधिकार करण देवा-यासि हुद देवा-या देवा-याचे नाम किंवा विवासी न्यायसभाना हुदुनकरना किंवा अद्वैत अद्वैत, प्रतिवादिचे नाम व पत्ता.	1): नाव:- बर्न देवा- दुनिमार्तन केंद्रुकरन देवी प्रा. नि. दे संचानक मुनीगा पोयंका - - पत्ता:- 57; पत्ता:- न्वरि नं. - बाळ नं. - देवा-याचे नाव: ही की हुदुतन, न्वरि नं. अचरत की. के देव मारं, , रोद नं. पोने 2): नाव:- बर्न देवा- दुनिमार्तन केंद्रुकरन देवी प्रा. नि. दे अचिपुद हाही करणार हुदुतन मालवार्नी - - पत्ता:- 50; पत्ता:-, , सी.की हुदुतन, अचरत की. के देव मारं, , पोनेनाक दुई मुद्री, पोनेनाक दुई, MAH
(8) उत्तराधिकार करण देवा-यासि हुद देवा-यासि हुद हुदुनकरना किंवा अद्वैत अद्वैत, प्रतिवादिचे नाम व पत्ता.	1): नाव:- बर्न देवा- हुदुमिस्ट हुदुमिस्ट सिनेडेड वजे अचिपुद हाही करणार हुदुतन सिनेडेड - - पत्ता:- 30; पत्ता:- बोकीत नं. 604, 6वा नजवा, विरवार, सी.एन.टी रोद कलिया, सोबाहुम हुदुई, विवावार्नी, N
(9) उत्तराधिकार करण दिनांक	25/11/2019
(10) उत्तराधिकार करण दिनांक	25/11/2019
(11) उत्तराधिकार करण न नुद	19831/2019
(12) उत्तराधिकार करण नुदुद शुल्क	1001000
(13) उत्तराधिकार करण नोंदणी शुल्क	30009
(14) गेरा	

सह दुपयन निबंधक, कावेसर, ६

नुपयनकर्त्याची विवावार्त देवतेत वताणी:-
नुदुद शुल्क अचरतना विवदेवतः हुदुनकरन :-

नुपयनकर्त्याची वाववकता हाही करण दलपकारुणार अचरतन हाही अचरतना तपणीत दलपकारुणार वाववक हाही
b) When possession is not given



मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश.
अर्जदार :- एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेंट लिमिटेड

जा.क्र.अभिनिर्णय प्र.क्र. ६७५/१९१ /२०१९
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे (शहर) यांचे कार्यालय, खोली क्र.४०६.४ था माळा,
जिल्हाधिकारी कार्यालय इमारत, आबत, ठाणे (म)
दि. ६/११/२०१९.

५५२१०
ट न न - ५
दस्त क्र. १९८३१ /२०१९
१ / २६६

प्रस्तावना -

१. संलेखाचा प्रकार :- डिबेन्चर ट्रस्ट डिड (Debenture Trust Deed)
२. नोंददला :- रक्कम रु. १९० करोड
३. ट्रस्टी :- कॅटलिस्ट ट्रस्टीशिप सर्विसेस लिमिटेड (Debenture Trustee)
४. कर्त प्रोग्राम :- एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेंट लिमिटेड
५. निष्कर्षाचे वर्णन :- सर्व्हे नं. १६३/५ ते ८/बी/१ व इतर सर्व्हे नं. दस्तात नमूद केल्याप्रमाणे, पार्कबुडस बिल्डिंग, बिल्डिंग नं. डी/५ आणि डी/६, क्षेत्र ४५,७०० चौ.मी., मौजे- कावेसर, ता.जि - ठाणे.

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) नधील नमूदनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक १९/११/२०१९ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले डिबेन्चर ट्रस्ट डिड व प्रतिज्ञापत्राचे प्रारूप इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि. १२/११/२०१९ रोजी केला असून, अभिनिर्णय फी रु.१००/- चलन क्र. MH००८४९१०७०२०१९२०E अन्वये दि. १९/११/२०१९ रोजी प्राप्त चलनाद्वारे शासनाच्या लामात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत डिबेन्चर ट्रस्ट डिड च्या संलेखावर किती मुद्रांक शुल्क आकारता येईल.चा प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.

१. महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. डिबेन्चर ट्रस्ट डिड चे प्रारूप

४/- विषयांकित दस्तातील निष्कर्ष सर्व्हे नं. १६३/५ ते ८/बी/१ व इतर सर्व्हे नं. दस्तात नमूद केल्याप्रमाणे पार्कबुडस बिल्डिंग, बिल्डिंग नं. डी/५ आणि डी/६, क्षेत्र ४५,७०० चौ.मी., मौजे- कावेसर, ता.जि - ठाणे येथील आहे.

५/- विषयांकित दस्तातील निष्कर्ष एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेंट लिमिटेड यांनी कॅटलिस्ट ट्रस्टीशिप सर्विसेस लिमिटेड यांचेकडे गहाण ठेऊन कॅटलिस्ट ट्रस्टीशिप सर्विसेस लिमिटेड यांनी अर्जदाराकडे रु. १९० करोड इतके रज नंजूर केलेले आहे.

६/- विषयांकित दस्तातील निष्कर्षाचा ताबा हा कॅटलिस्ट ट्रस्टीशिप सर्विसेस लिमिटेड व एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेंट लिमिटेड यांनी दिलेला नाही व घेतलेला नाही असे दस्तातील पान क्र. १९ धरील परिच्छेद क्र. ४.१ मध्ये नमूद केलेले आहे.

Advt. 31 under N/Aadesh File



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७/- सद्य प्रस्तुत दस्तऐवजास महाराष्ट्र मुद्रांक अधिनियमाचे अनुच्छेद ४० (ब) अन्वये जास्तीत जास्त रक्कम रु. १०,००,०००/- इतके मुद्रांक शुल्क तसेच अनु- ७ नुसार रु. १,०००/- असे एकूण रक्कम रु. १०,०१,०००/- चे सुल्लेकरण आवश्यक आहे.

मालील अटी व शर्ती अधीन राहून सदर प्रकरणांत अंतिम आदेश पारीत करण्यात येत आहेत.

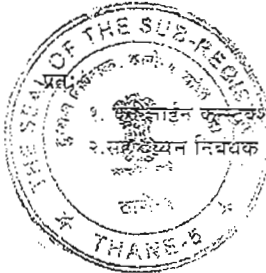
१. महाराष्ट्र मुद्रांक अधिनियम कलम ३२ B व कलम ५३ (१A) च्या अधीन राहून सदरहू आदेश पारीत करण्यात येत आहेत.

२. महाराष्ट्र मुद्रांक अधिनियम कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क / मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रकमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी सल्लेखत घुणोपण व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करून दिली आहे. कलम २८ चे तरतुद संबंदी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणे अधिन राहून आदेश देत आहे.
३. कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियम कलम ४६ व महाराष्ट्र जमिन नहसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क घसुल करणेचे आधीन राहून आदेश देणेत येत आहे.
४. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.
५. सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालु असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.

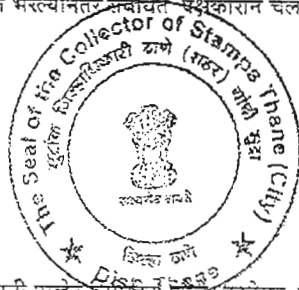
अंतिम आदेश

दर नमुद केलेल्या बाबीच्या पार्श्वभूमीवर नी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी. ठाणे शहर प्रशाधिम डिसेम्बर ट्रस्ट डिड चे संलेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ४० (ब) व ७ नुसार रु. १०,०१,०००/- (अक्षरी रक्कम रु. दहा लाख एक हजार मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क भाषणास मान्य असल्यास हा अंतरीम आदेश प्राप्त झाल्याचासून ६० दिवसांच्या आंत दस्तावर मुद्रांक शुल्काचा भरणा GRAS वा प्रणालीद्वारे ऑन-लाईन <https://gras.mahakosh.gov.in/> echalian वा वेबनार्ईटवरून करता येईल. उपरोक्त मुद्रांक शुल्क रु. १०,०१,०००/- लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे. सदर रक्कम ऑन-लाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे.



Adj 3: order N/Aadash File



(मनोज बावीकर)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

१. ऑनलाईन क्लेअरन्स कंपनी ग्राव्हेंट लिमिटेड, मीन कावेसर, ता. जि.ठाणे.
२. सर्वेक्षण निबंधक ठाणे क्र. १ ते १२.





मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश.
अर्जदार :- एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेट लिमिटेड

जा.क्र.अभिनिर्णय प्र.क्र. ६७५/१९/२०१९
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे (शहर) यांचे कार्यालय, खोली क्र.४०६,४ था माळा,
जिल्हाधिकारी कार्यालय, इमास्त, आवार, ठाणे (प).
दि. २६/११/२०१९.

१५२१०
दस्तावेज - ९
दस्तावेज १९८७१/२०१९
३ / १९८

प्रस्तावना -

१. संलेश्याचा प्रकार :- डिबेन्चर ट्रस्ट डिड (Debenture Trust Deed)
२. मांघदला :- रक्कम रु. १९० करोड
३. ट्रस्टी :- कॅटलिस्ट ट्रस्ट्रीशिप सर्विसेस लिमिटेड (Debenture Trustee)
४. कर्ज घेणार :- एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेट लिमिटेड
५. मिळकतीचे वर्णन :- सर्व्हे नं. १६३/५ ते ८/बी/१ व इतर सर्व्हे नं. दस्तात नमूद केल्याप्रमाणे, पार्कवुडस बिल्डिंग, बिल्डिंग नं. डी/५ आणि डी/६, क्षेत्र ४५,७०० चौ.मी., मौजे- कावेसर, ता.जि - ठाणे.

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) मधील तस्तुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक १९/११/२०१९ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले डिबेन्चर ट्रस्ट डिड व प्रतिज्ञापत्राचे प्रारूप इत्यादी कागदपत्रे सादर केली भ्रमून संलेश्यातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि. १२/११/२०१९ रोजी केला असून, अभिनिर्णय फी रु.१००/- चलन क्र. MH000८४९१०७०२०१९२०E अन्वये दि. १९/११/२०१९ रोजी ग्रास चलनाद्वारे शासनाच्या लाभार्थ जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत डिबेन्चर ट्रस्ट डिड च्या संलेश्यावर किती मुद्रांक शुल्क अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.
१. महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. डिबेन्चर ट्रस्ट डिड चे प्रारूप

४/- विषयांकित दस्तातील मिळकत सर्व्हे नं. १६३/५ ते ८/बी/१ व इतर सर्व्हे नं. दस्तात नमूद केल्याप्रमाणे, पार्कवुडस बिल्डिंग, बिल्डिंग नं. डी/५ आणि डी/६, क्षेत्र ४५,७०० चौ.मी., मौजे- कावेसर, ता.जि - ठाणे येथील आहे.

५/- विषयांकित दस्तातील मिळकत एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेट लिमिटेड यांनी कॅटलिस्ट ट्रस्ट्रीशिप सर्विसेस लिमिटेड यांचेकडे गहाण ठेऊन कॅटलिस्ट ट्रस्ट्रीशिप सर्विसेस लिमिटेड यांनी रक्कम रु. १९० करोड इतके कर्ज मंजूर केलेले आहे.

६/- विषयांकित दस्तातील मिळकतीचा ताबा हा कॅटलिस्ट ट्रस्ट्रीशिप सर्विसेस लिमिटेड व एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेट लिमिटेड यांनी दिलेला नाही व घेतलेला नाही असे दस्तातील पान क्र. १९ वरील परिच्छेद क्र. ४.१ मध्ये नमूद केलेले आहे.

Adj 31 order N/Adash File



Handwritten signature and initials

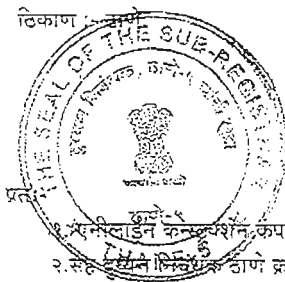
१५/- सबद प्रस्तुत दस्तऐवजास महाराष्ट्र मुद्रांक अधिनियमाचे अनुच्छेद ४० (ब) अन्वये जास्त जास्त रक्कम रु. १०,००,०००/- इतके मुद्रांक शुल्क तसेच अनु- ७ नुसार रु. ३,०००/- असे एकूण रक्कम रु. १०,०३,०००/- वसूल करणे आवश्यक आहे.

ह्या बाबीच्या अटी व शर्ती यांच्या अधिन राहून सदर प्रकरणात अंतिम आदेश पारीत करण्यात येत आहेत.

१. महाराष्ट्र मुद्रांक अधिनियम कलम ३२ B व कलम ५३ (१A) च्या अधिन राहून सदरहू आदेश पारीत करण्यात येत आहे.
२. महाराष्ट्र मुद्रांक अधिनियम कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क / मुल्यांकन आकारणीस पात्र असलेल्या शिफ्टाच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी सल्ल्यात पूर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करून दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२ अन्वये शास्तीची कार्यवाही करणे अधिन राहून आदेश देत आहे.
३. दस्तान २८ चं अनुपालन न केल्याचे भविष्यात दिवेंशनास आल्यास मुंबई मुद्रांक अधिनियम कलम ४६ व महाराष्ट्र जमिन महसूल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे आधीन राहून आदेश देणेत येत आहे.
४. दस्तावील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.
५. सदर दस्तानात नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालू असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहिल.

अंतिम आदेश

वर नमुद केलेल्या बाबीच्या पार्श्वभूमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे शहर प्रत्यार्थन दिवसंख्यर ट्रस्ट डिड चे सल्लेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ४० (ब) व ७ नुसार रु. १०,०३,०००/- (अक्षरी रक्कम रु. दहा लाख एक हजार मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा अंतरीन आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीद्वारे ऑन-लाईन <https://gras.mahakosh.gov.in/> echallan या वेबसाईटवरून करता येईल. उपरोक्त मुद्रांक शुल्क रु. रु. १०,०३,०००/- लेखाशिर्ष (HEAD) ००३००५१७०१ टेंव आद्रे. सदर रक्कम ऑन-लाईन भरल्यानंतर संवोधित प्रश्नांमध्ये चलनाची प्रत या कार्यालयात सादर करावी.



(मनोज वावीकर)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

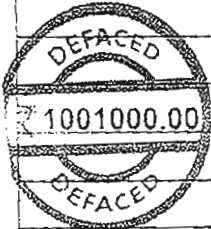




CHALLAN
MTR Form Number-6



GRN	MH00889257201920E	BARCODE	[Barcode]		Date	25/11/2019-11:33:06	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM			TAX ID (If Any)				
Office Name	THD1, JT DIST REGISTRAR THANE URBAN			PAN No. (If Applicable)	AAACA3479J			
Location	THANE			Full Name	ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED			
Year	2019-2020 One Time			Flat/Block No.	SURVEY NO 163/5			
Account Head Details	Amount in Rs.		Premises/Building					
0030051701 Amount of Tax	1001000.00		Road/Street	KAVESAR VILLAGE				
			Area/Locality	THANE				
			Town/City/District					
			PIN	4 0 0 6 1 5				
			Remarks (If Any)	ADJUDICATION CASE NO 675/19 DATED 19 NOVEMBER 2019				
				<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>दलन - ५</p> <p>इस्तक १९८३९/२०१९</p> <p>५ १९८</p> </div>				
Total	10,01,000.00		Amount In Words	Ten Lakh One Thousand Rupees Only				
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572019112560210 CKL3789448		
Cheque/DD No.		Bank Date	RBI Date	25/11/2019-11:35:21		Not Verified with RBI		
Name of Bank		Bank-Branch		STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date		Not Verified with Scroll				



Department ID : [Blank] Mobile No. : 9967581122
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नू चालन केवल दूर्यान निबन्धक कार्यालयात नोदणी करवावयाच्या दस्त्यासाठी लागू आहे. नोदणी करवावयाच्या दस्त्यासाठी सदर चालन लागू आहे.

Challan Defaced Details

Sl. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		0004493277201920	26/11/2019-13:44:56	IGR108	1001000.00



GRN: MH008692572201920E Amount: 10,01,000.00

Bank: STATE BANK OF INDIA

Date: 25/11/2019-11:33:03

Total Deafement Amount

10,01,000.00

टनल - ५
दस्तावेज क्र १९८३९ / २०१९
६ / १९९

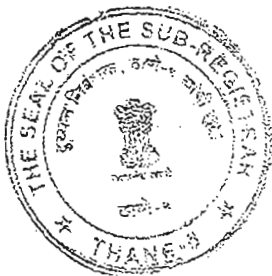
प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र. क्र. ६७५/२०१९ करीता एनीलाईन कन्स्ट्रक्शन कंपनी प्राव्हेंट लिमिटेड यांनी मुद्रांक शुल्क रक्कम रु. १०,०१,०००/- (अक्षरी रु. दहा लाख एक हजार मात्र) GRAS प्रणाली अंतर्गत दिनांक २५/११/२०१९ रोजी भरलेली असून, त्यांचा GRN NO. MH008692572201920E असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि. २६/११/२०१९ रोजी विरूपित (DEFACE) करण्यात आले आहे.

दिनांक :- ठाणे



(मनोज चावीकर)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)
26-11-19

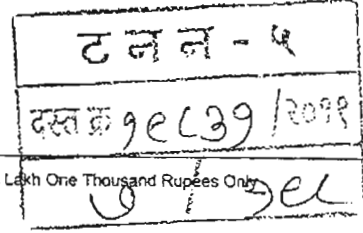
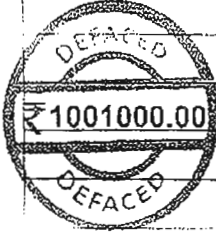




CHALLAN
MTR Form Number-6



GRN	MH008692572201920E	BARCODE	[Barcode]		Date	25/11/2019-11:33:06	Form ID
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM			TAX ID (If Any)			
Office Name	THD1_JT DIST REGISTRAR THANE URBAN			PAN No.(If Applicable)	AAACA3479J		
Location	THANE			Full Name	ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED		
Year	2019-2020 One Time			Flat/Block No.	SURVEY NO 163/5		
Account Head Details		Amount In Rs.		Premises/Building			
0030051701 Amount of Tax		1001000.00		Road/Street	KAVESAR VILLAGE		
				Area/Locality	THANE		
				Town/City/District			
				PIN	4 0 0 6 1 5		
				Remarks (If Any)	ADJUDICATION CASE NO 675/19 DATED 19 NOVEMBER 2019		
				Amount In	Ten Lakh One Thousand Rupees Only		
				Words	[Handwritten: १०१०००]		
Total	10,01,000.00						
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572019112560210 CKL3789448			
Cheque/DD No		Bank Date	RBI Date	25/11/2019-11:35:21 Not Verified with RBI			
Name of Bank				Bank-Branch	STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date	Not Verified with Scroll		



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चालन केवल दस्तावेज निबंधक कार्यालयत नोंदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोंदणीन करतावयाच्या दस्तावेजासाठी सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Defacement Amount
1		4493277201920	26/11/2019-13:44:55	1001000.00



GRN: MH006892572201920E Amount: 10,01,000.00

Bank: STATE BANK OF INDIA

Date: 25/11/2019-11:33:06

Total Defacement Amount

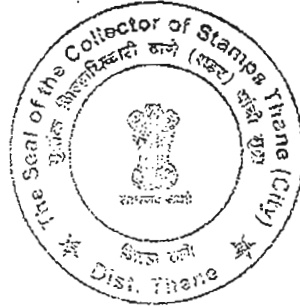
10,01,000.00

ट न न - ५
दस्तावेज १९६३९/२०१९
C / १९६

प्रमाणपत्र

प्रमाणित करण्यात येते की. अभिनिर्णय प्र. क्र. ६७५/२०१९ करिता एनीलाईन कन्स्ट्रक्शन कंपनी प्राय्वेट लिमिटेड वानी मुद्रांक शुल्क रक्कम रु. १०,०१,०००/- (अक्षरी रु. दहा लाख एक हजार मात्र) GRAS प्रणाली अंतर्गत दिनांक २५/११/२०१९ रोजी भरलेली असून, त्यांचा GRN NO. MH006892572201920E असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि. २६/११/२०१९ रोजी विरुध्दात (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे



(मनोज वावीकर)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)
26-11-19



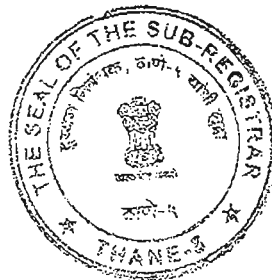


CHALLAN
MTR Form Number-6



GRN	MH008792115201920E	BARCODE	[Barcode]		Date	26/11/2019-20:00:42	Form ID
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID (If Any)			
				PAN No.(If Applicable)			
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRA			Full Name	ANILINE CONSTRUCTION COMPANY PVT LTD		
Location	THANE						
Year	2019-2020 One Time			Flat/Block No.	SURVEY NO 163/5		
Account Head Details	Amount in Rs.	Premises/Building					
0030063301 Amount of Tax	30000.00	Road/Street	KAVESAR				
		Area/Locality	THANE				
		Town/City/District					
		PIN	4 0 0 6 1 5				
		Remarks (If Any)	PAN2--PN=CATALYST TRUSTEESHIP LTD-CA=				
			<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ट न न - ५</p> <p>दस्तावेज १६८७९/२०१९</p> <p>Amount in Words ३०,०००.०० Only</p> <p>३० / १६८</p> </div>				
Total	30,000.00	Amount in Words					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK			
	Cheque-DD Details			Bank CIN	Ref. No.	69103332019112710007	241873839
Cheque/DD No.		Bank Date	RBI Date	28/11/2019-20:00:56	Not Verified with RBI		
Name of Bank		Bank-Branch	IDBI BANK				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				

Department ID : _____ Mobile No. : 9967581122
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 चालन केवल दुर्यम लिखक कार्यालय नोंदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तावेजासाठी चालन लागू नाही.



CERTIFICATE

MS 32 (1) of 1926 (Stamp Act)
Office of the Collector of Stamps, Thane (Dist.)

Doc No: 675/19 Date: 19/11/2019
MH003491070201920E

ANILINE CONSTRUCTION COMPANY PVT. LTD
Thane
Rs. 10,01,000 Ten Lakh
one Thousand Rupees only
MH003692572201920E

टन न - ५
दस्तावेज क्र ९६७९ / १०१९
१० / १९६

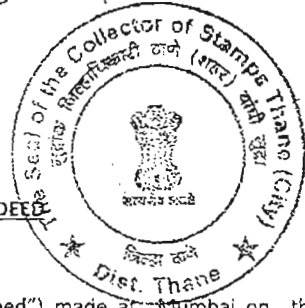
Rs. 10,01,000
change of Rs. 4000/-
of section 30A of the Income Tax Act, 1961
section 30A of the Income Tax Act, 1961.

Place: Thane
Date: 1/120

(Mogal Navikar)
Collector of Stamps, Thane

प्रा. क्र ९३२९२/१९
दि. १९/११/२०१९

26-11-19



DEBENTURE TRUST DEED

This Debenture Trust Deed (the "Trust Deed"/"Deed") made at Mumbai on this 26th day of November, 2019:

BETWEEN

ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED,
(CIN:U24239MH1959PTC011443) a company registered under the Companies Act, 1956 and having its registered office at D3 House, Gen. A.K. Vaidya Marg, Goregaon (East), Mumbai 400063, Maharashtra, India (hereinafter called the "Issuer"/ "Mortgagor", as the context may admit, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns) of the ONE PART;



Issuer
Debenture Trustee

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११ / AND३६

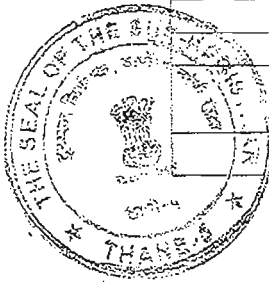
CATALYST TRUSTEESHIP LIMITED, a company established under the Companies Act, 1956 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (right), Paud Road, Pune 411 038 & its branch office at Windsor, 6th Floor, Office No - 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400 098 (hereinafter called "the Trustee"/ "Debenture Trustee" which expression shall, unless excluded by or repugnant to the context or meaning thereof, include the Trustee or the Trustee for the time being hereof) of the OTHER PART.



Issuer and Debenture Trustee are hereinafter collectively referred to as "Parties" and individually referred to as "Party".

WHEREAS:

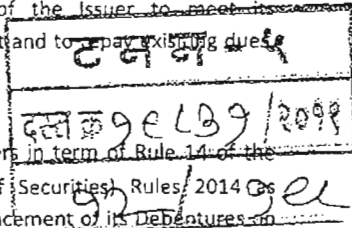
A. On the day of Deed, the authorised, issued, subscribed and paid-up capital of the issuer is as follows :-

A.	Authorised share capital	
	Equity Share Class - A	25,00,000
	Equity Share Class - B	25,00,000
	Equity Share Class - C	25,00,000
	Equity Share Class - D	1,05,00,000
	0.01% Redemable Optionally Cumulative Convertible Preference Shares	10,00,00,000
	Total	11,80,00,000
B.	Issued, Subscribed and Paid Up Share Capital	
	Equity Share Class - A	1850000
	Equity Share Class - B	834100
	Equity Share Class - C	2064500
	Equity Share Class - D	3200000
	0.01% Redemable Optionally Cumulative Convertible Preference Shares	100000000
	Total	107948600



  Issuer	 Debenture Trustee
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B. With a view to augmenting the resources of the Issuer to meet its requirements of funds for development of Project and to pay existing dues of the Issuer pursuant to:



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- (i) Special resolution passed by its shareholders in term of Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 as amended from time to time for private placement of its Debentures on October 14, 2019;
- (ii) Resolution passed by the Board of Directors of the Issuer at their meeting held on October 14, 2019;

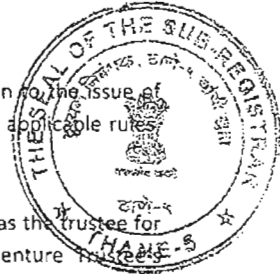
proposes to issue 1900 secured, redeemable non-convertible debentures with the face value of 10,00,000/- (Rupees Ten Lakh only) each, for an aggregate amount of Rs. 190 Crore (Rupees One Hundred and Ninety Crore only), to be issued in the following series: Series I: Rs. 160 Crore (Rupees One Hundred and Sixty Crore only) and Series II: Rs. 30 Crore (Rupees Thirty Crore only) on a private placement basis (the "Issue"), on the principal terms and conditions contained in the Third Schedule hereto and the Disclosure Document (*defined hereinafter*).

The Debentureholders shall subscribe to the Debentures (*defined hereinafter*) only upon fulfilment of all the conditions precedent to each series by the Issuer as provided in the Disclosure Document and this Deed and in the manner provided herein and as may additionally stipulated in the Disclosure Document for respective series.

Without prejudice to the aforesaid, the Issuer shall in relation to the issue of Debentures, comply with the provisions of the Act read with applicable rules and other Applicable Laws issued in relation thereto.

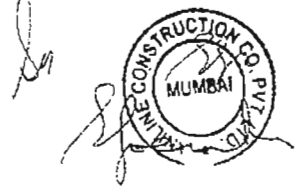



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C. The Issuer has appointed Catalyst Trusteeship Limited to act as the trustee for the holders of the Debentures and has obtained the Debenture Trustee's consent by its consent letter dated Oct 11, 2019 in this regard. The Issuer and Debenture Trustee have also executed the Debenture Trustee Agreement dated November 25, 2019 in this regard.

D. One of the terms of the issue of the Debentures is that the repayment/ redemption of the principal amount of the Debentures, interest, payment of interest on redemption of the Debentures, additional interest in case of default (where applicable), remuneration of the Trustee and all costs, charges, expenses and other monies payable by the Issuer in respect of the Debentures

 Issuer	 Debenture Trustee
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and the Obligations shall be secured by way of security as stipulated in the Third Schedule hereto.

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The Security Interest referred herein shall be created in the form and manner acceptable to the Trustee and to their satisfaction and the issuer shall submit all the Approvals for creation and perfection of such mortgage, charges and Security Interest.

The Issuer proposes to constitute, issue and secure the Debentures together with interest and all other monies payable in respect thereof by a charge on the assets as more particularly detailed in the First Schedule and Second Schedule.

- F. The Issuer are absolutely seized and possessed of or otherwise well and sufficiently entitled, to the immovable properties more particularly described in the First Schedule hereunder written.
- G. This Deed sets out the terms and conditions on which the Debentures are being issued, the rights, duties and powers of the Debenture Trustee and the terms and conditions on which the Mortgaged Properties are to be held and administered by the Debenture Trustee for the benefit of the Debentureholders.

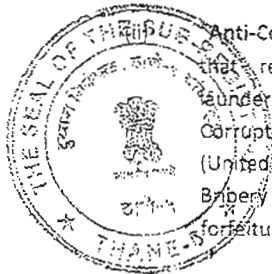
NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. DEFINITIONS AND INTERPRETATIONS




1.1 DEFINITIONS

In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meaning:-

(i) "Act" means the Companies Act 2013, as amended from time to time;



"Anti-Corruption and Anti-Money Laundering Laws" means all laws that relate to anti-bribery, anti-corruption and/or anti-money laundering, including for the avoidance of doubt, Prevention of Corruption Act 1988, Prevention of Money Laundering Act 2002, (United States) Foreign Corrupt Practices Act 1977 and United Kingdom Bribery Act 2010, and all laws that: (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial

  Issuer	 Debenture Trustee
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transactions with designated countries or individuals believed to be terrorists, narcotics dealers, supporters of weapons proliferation or otherwise engaged in activities contrary to the interests of India or other applicable countries; and/or (c) are designed to disrupt the flow of funds to terrorist organisations, in each of the cases to such extent as applicable to the covered persons;

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(iii) "Applicable Law" shall mean, with respect to any Person, applicable provisions of all: (i) authorisations, constitutions, treaties, statutes, laws, codes, rules, regulations, ordinances or Orders, or any similar form of decision of, or determination by, or any interpretation, policy or administrative instruction having the force of law of any of the foregoing, of any Governmental Authority; and (ii) Orders of or agreements with any Governmental Authority directly applicable to such Person, whether in effect as of the execution of this Deed, or thereafter;

(iv) "Approvals" means all approvals, permissions, authorizations, consents, license and notifications required for construction and completion of Project and shall include building plan approval, building layout plan, environmental permission, height permission as may be applicable;

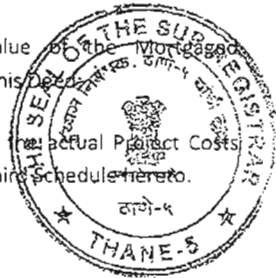
(v) "Beneficial Owners" means the several persons who are for the time being and from time to time, the Debenture Holders and who have been recorded to be the Debenture Holder in the register of debenture holders maintained by the Issuer or the depository system;




(vi) "Business Day" means the day other than Saturday, Sunday and public holiday;

(vii) "Business Plan" means the business plan of the Issuer pertaining to the Project duly approved by the Board of Directors of the Issuer and submitted by the Issuer to the Debenture Trustee/ Debenture holders

(viii) "Collateral Value" means the market value of the Mortgage Property/ies determined as per the terms of this Deed;

(ix) "Cost Overrun" mean the amount by which the actual Project Costs exceeds the Project Costs mentioned in the Third Schedule hereto.



  Issuer	 Debenture Trustee
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(x) "Date of Allotment" means the Series I Date of Allotment and Series II Date of Allotment collectively:




ट न न -	a. "Series I Date of Allotment" means the date of the resolution of the Board of the Issuer, allotting the Series I Debentures;
दसा क्र ७९६३१	b. "Series II Date of Allotment" means the date of the resolution of the Board of the Issuer, allotting the Series II Debentures.
१५ / ३६	(xi) "Debentures" means Series I Debentures and Series II Debentures collectively;

a. "Series I Debentures", means the secured and redeemable non-convertible debentures each of a face value of Rs. 10,00,000/- (Rupees Ten Lakh only), aggregating to Rs. 160 Crore (Rupees One Hundred and Sixty Crore Only) to be issued by the Issuer on a private placement basis in accordance with the terms and conditions contained in the respective Disclosure Document and the terms and conditions contained in this Deed;

b. "Series II Debentures", means the secured and redeemable non-convertible debentures each of a face value of Rs. 10,00,000/- (Rupees Ten Lakh only), aggregating to Rs. 30 Crore (Rupees Thirty Crore Only) to be issued by the issuer on private placement basis in accordance with the terms and conditions contained in the respective Disclosure Document and the terms and conditions contained in this Deed;

(xii) "Debentureholders" or "Debenture Holders" or "Holders" of Debentures" means the several persons who are for the time being and from time to time, holders of the Debentures and who are entered in the register of Debentureholders or the despoisotry system;

"Debenture Documents" mean and refer to (i) this Deed; (ii) the Debenture Trustee Agreement entered into between the Issuer and Trustee; (iii) the Disclosure Document; (iv) Deeds of Guarantee executed/to be executed in favour of the Trustee; (v) Pledge Agreement executed/to be executed in favour of Trustee; and (vi) documents that may be required pursuant to or entered into in connection with this Deed, or the transactions contemplated hereby;

  Issuer	 Debenture Trustee
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(xiv) "Debtenture Subscription Amount" means Series I Debtenture Subscription Amount and Series II Debtenture Subscription Amount collectively, where:

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a. "Series I Debtenture Subscription Amount" means a sum of Rs. 160 Crore (Rupees One Hundred and Sixty Crore only) invested/to be invested by the Debtenture Holders towards the subscription of the Series I Debtentures in the manner set out in this Deed and other Debtenture Documents; and

b. "Series II Debtenture Subscription Amount" means a sum of Rs. 30 Crore (Rupees Thirty Crore only) invested/to be invested by the Debtenture Holders towards the subscription of the Series II Debtentures in the manner set out in this Deed and other Debtenture Documents.

(xv) "Default Interest" has the meaning ascribed to it in the Third Schedule (Financial Covenants and Conditions);

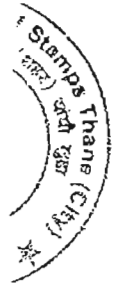
(xvi) "Designated Valuer" means a person, qualified and proficient in valuation of immovable properties, acceptable to the Debtenture Trustee and appointed by the Issuer for conducting the periodic valuation of the Mortgaged Properties during the currency of the Issue/Debtentures and shall include any substitution thereof.




(xvii) "Disclosure Document(s)" means PAS-4 circulated by the Issuer to the Debtentureholders for the issue and subscription of the Series I Debtentures and Series II Debtentures respectively;

(xviii) "Escrow Accounts" for the purpose of this Deed means the bank accounts opened/to be opened by the Issuer with the bank acceptable to the Trustee and in compliance with RERA for the purpose of, inter alia, depositing/routing of the Receivables;

(xix) "Escrow Agreement" means the escrow agreement entered/to be entered into, inter alia, amongst the Issuer, Trustee and HDFC Bank Limited in the capacity of escrow agent;

(xx) "Events of Default" shall have the meaning as is attributed to such term in Clause 7 hereof;



  Issuer	 Debenture Trustee
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(xxi) "Final Settlement Date" means the date on which all the Obligations are irrevocably and unconditionally discharged by the Issuer in full, to the satisfaction of the Debenture Trustee;

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(xxii) "Financing of Terrorism" means the act of providing or collecting funds with the intention that they be used, or in the knowledge that they are to be used to carry out acts of terrorism;

(xxiii) "Financial Covenants and Conditions" means covenants and conditions on the part of the Issuer to be observed and performed as set out in the Third Schedule hereunder written and as the same may, from time to time, be modified in accordance with this Deed;




(xxiv) "GST" means Goods and Service Tax.

(xxv) "Governmental Authority" means any central or state government or political subdivision thereof; statutory authority, local authorities, any department, agency or instrumentality of any government or political subdivision thereof including Reserve Bank of India (RBI), Securities Exchange Board of India (SEBI), Maharashtra Housing and Area Development Authority (MHADA), municipal corporations, Airport Authority of India, Coastal Zone Management Authority(ies), City and Industrial Development Corporation of Maharashtra Limited (CIDCO), the Foreign Investment Promotion Board, town planning authorities, any administrative body, court, tribunal or arbitral tribunal, quasi-judicial bodies, and includes any securities exchange;

(xxvi) "Interest Payment Reserve" means an amount equal to 3 months' interest calculated at the Applicable Rate of Interest to be created by the Issuer on the Series I Date of Allotment of Debentures until the redemption of Debentures in full.

(xxvii) "IRR" or 'Internal Rate of Return' means the discount rate at which the present value of cash outflows equals the present value of cash inflows, as of the Date of Allotment of the respective Debentures. The IRR will be determined in accordance with the IRR Calculation Method. "IRR Calculation Method" means the method for determining the IRR, namely using the exact dates of receiving cash flows or making of investments by the Debentureholders, using the 'XIRR' function in Microsoft Excel. All payments that are received by the Debentureholders as above shall be counted towards the computation of IRR. All payments that are received by the Debenture Holders as



  Issuer	 Debenture Trustee
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above shall be counted towards the computation of IRR, excluding Arranger's fee, structuring fee, prepayment premium, documentation fee, Default Interest, additional interest or premium, reimbursements, costs, expenses and indemnity payments.

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 [Signature]

(xxviii) "Material Adverse Effect" means any event, act or circumstances which has material effects in the opinion of Debenture Trustee on (a) the Issuer's or Security Providers' financial or operating condition or business (b) Issuer's or Security Providers' ability to observe or perform any of its obligations under the Debenture Documents or (c) the Security Interest granted by/under the Debenture Documents; or (d) the legality, validity and enforceability of any of the Debenture Documents; or (e) valuation, implementation or consummation or operation of the Project; or (f) the ability of the Issuer to exercise or enforce any right, benefit, privilege or remedy under any Debenture Documents; or (g) the ability of the Issuer to comply, in all respects, with the terms or conditions of any Approval; or (h) any change in the Applicable Laws;

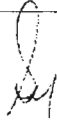

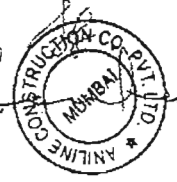

(xxix) "Mortgaged Properties" shall mean the immovable properties and the movable assets/properties more particularly described in the First and Second Schedule hereto and any other property over which a mortgage and charge is created/to be created in favour of the Trustee for securing the Debentures;

(xxx) "Obligations" shall mean at any time all the amounts payable by the Issuer and any other Security Providers to the Debenture Trustee or Debentureholders, pursuant to the terms of the Debenture Documents (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently, and whether as principal, surety or otherwise), including the following amounts:

- a. the aggregate redemption amount and coupon, in each case, in accordance with this Deed;
- b. all additional Redemption Premium, Default Interest, Default Interest, indemnity payments, fees, costs, expenses and all other monies and payments to be made to the Debenture Trustee or Debentureholders or any other person under, or pursuant to, the Debenture Documents;
- c. all other moneys, debts and liabilities of the Security Providers

of Stamps Thane (City)
 (Stamp)

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   Issuer	 Debenture Trustee
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(including under the Deeds of Guarantee executed as part of the Debenture Documents) whatsoever, including indemnities, liquidated damages, costs, charges, expenses, fees and interest incurred under, arising out of, or in connection with the Debenture Documents; and

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d. any and all costs, expenses, fees and duties for the enforcement and collection of any amounts due under the Debenture Documents, including expenses for any exercise of the Debenture Trustee or Debenture Holders of their rights under the Debenture Documents, for preservation, enforcement and realisation of the Security Interest and all costs and expenses in relation thereto.

(xxxii) "Person" shall mean any individual (including personal representatives, executors and heirs of a deceased individual), natural person, corporation, partnership, limited liability company, trust, joint venture, incorporated or unincorporated body or association, company, Governmental Authority or subdivision thereof

(xxxiii) "Pledgor(s)" means the person who creates pledge as security for the Debentures;


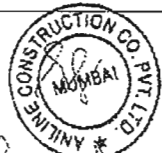

(xxxiv) "Potential Event of Default" means any event which may with passage of time or giving of notice or making of any determination hereunder or by any combination thereof become an Event of Default

(xxxv) "Project" means Project as defined in the Third Schedule hereto;

(xxxvi) "Promoters" in relation to the Issuer shall mean and include Mr. Ashish Vaid, Mr. Vinod Goenka & Shonit Dalmia.

(xxxvii) "Receivables" mean and include all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts payable to and/or received by or to be received from any person (including but not limited to the purchaser/ lessee/ licensee) in respect of and/or arising out of the Project/Mortgaged Properties and amounts which are due owing/ payable/ belonging to the Issuer or which may at any time hereafter during the continuance of the Debentures become due, owing, payable or belonging to the Issuer in respect to the Project/ Mortgaged Properties and/or all sold as well as unsold plot, flat(s), pieces of land, and/ or leased units forming part of in the Project/ the Mortgaged Properties and shall include the advance, sale consideration, deposits/ premium, lease rentals, outstandings and



  Issuer	 Debenture Trustee
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claims in respect of the Project/ Mortgaged Properties. It is further clarified that Receivables shall also include money (ies) lying in the Escrow Account and Fixed Deposits/ Inter Corporate deposits etc. created for Interest Payment Reserve and any other financial instrument, by whatever name called, created out of the amounts lying in the Escrow Account(s). It is clarified that any Governmental Authority levies and deposits collected from the customers shall not form part of the "Receivables"

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(xxxvii) "Record Date" means the date falling 7 Business Days prior to each Interest Payment Dates or Redemption Dates or early redemption date on which the determination of the persons entitled to receive interest or redemption amount in respect of the Debentures (i.e. persons whose names are registered as Beneficial Owners in CDSL/NSDL record) shall be made;

(xxxviii) "Redemption Premium" shall mean payment of such amount at the time of Redemption of Debentures that will provide the Debentureholders an IRR at the rate of 19.50 % which shall be calculated on the entire Face Value of the Debentures being redeemed (including the Coupon and amount paid towards Redemption of face value of Debentures by Issuer.

(xxxix) "Redemption Date(s)" shall have meaning ascribed to it in Third Schedule hereto;

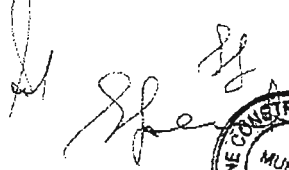


of Stamps Thane (City) (MUM)

(xl) "Related Party (ies)" mean in relation to a person mean relatives of such person as defined under the Companies Act, 1956/ Companies Act, 2013 (including all modifications and amendments made thereto), the companies promoted by said person, partnership concern or LLP in which said person is a partner, the holding, subsidiary, associate group, affiliate company of the said person, promoters, directors, trustees, settler, karta, members or partners of said person, HUF of which such person is Karta and member of HUF, as the case may be

(xli) "Redemption" shall mean repayment of outstanding Obligations and the repaid, repayable, repayment, redeemed, redeemable shall be construed accordingly.

(xlii) "RERA" means Real Estate (Regulation and Development) Act, 2016 along with the applicable rules and regulations and as amended from time to time;

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  Issuer	 Debenture Trustee
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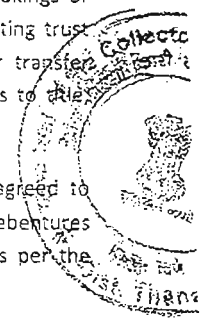
(xiii) "Required Collateral Value" has the meaning ascribed to it in the Third Schedule (Financial Covenants and Conditions);

(xiv) "Secured Assets" mean collectively the Mortgaged Properties, Receivables and any other assets charged to secure the payment of the Obligations and performance of terms of Debenture Documents;

(xiv) "Security Company(ies)" means the company(ies) mentioned in the Third Schedule hereto or any other company acceptable to the Debenture Trustee, whose Securities is/are proposed to be pledged in security for the due payment of the Obligations.

(xvi) "Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, guarantee, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, non-disposal or any similar negative undertakings or security net arrangement, any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person, and any adverse claim as to possession or use.

(xvii) "Security Provider/s" mean the person who has created/agreed to create security in favour of the Trustee for securing the Debentures togetherwith interest and other monies payable thereon as per the terms of the Debenture Documents.

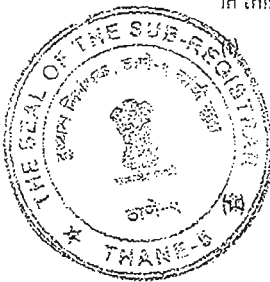



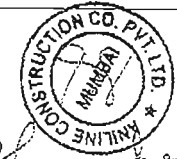

1.2 INTERPRETATION

In this Deed, unless the context otherwise requires:

The words and expressions defined in the Financial Covenants and Conditions shall, when used in this Deed, have the same meanings save where such meaning would render the same inconsistent with the definitions in this Clause;

Words and expressions not defined herein and used herein, shall have the same meaning as is attributed to such terms in the Disclosure



  Issuer	 Debenture Trustee
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Document;

(iii) The terms defined in this Deed by reference to any other agreement, document or instrument shall have the meanings assigned to them in such agreement, document or instrument.

(iv) A document or any other document is a reference to that document or other document as amended, replaced, novated or supplemented.

(v) Any reference to the powers, functions, duties, liabilities or obligations of the Trustee under this Deed shall, wherever the context so permits, mean a reference to the powers, functions, duties, liabilities or obligations of the Trustee under the Debenture Documents, unless specified otherwise, wherein the trust in favour of the Trustee has been created by the Issuer pursuant to these presents, and the Debenture Documents and all other documents and agreements executed and entered into by the Trustee by virtue of its authority flowing from the Debenture Documents and these presents;

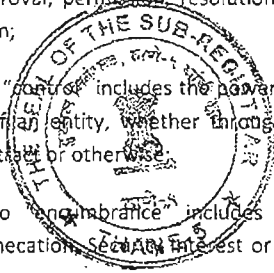
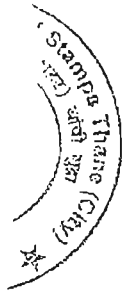
(vi) Any representation, warranty, covenant or undertaking qualified by the expression "to the best of the Issuer's knowledge, information and belief" or any similar expression shall, unless otherwise stated, be deemed to refer to the actual knowledge or awareness that the relevant Persons had at the date of this Deed and the knowledge that such Persons would have had at the date of this Deed if they had made due and careful enquiry of the relevant Persons into the subject matter of the relevant representation, warranty, covenant or undertaking at the relevant date;





(vii) reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

(viii) a reference to "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;

(ix) a reference to "control" includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;

(x) a reference to "encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever;



   Issuer	 Debenture Trustee
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(xi) any interest, commission or fee accruing under a Debenture Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days;

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(xii) unless the context otherwise requires, the singular includes the plural and vice versa;

(xiii) the words 'hereof', 'herein', and 'hereto' and words of similar import when used with reference to a specific Section in, or Schedule to, this Deed shall refer to such Section in, or Schedule to, this Deed, and when used otherwise than in connection with specific Sections or Schedules, shall refer to the Agreement as a whole;

(xiv) headings and the use of bold typeface shall be ignored in its construction;

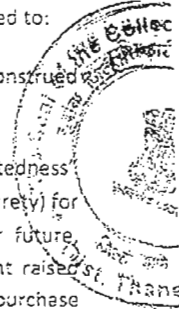
(xv) a reference to a Clause, Section or Schedule is, unless indicated to the contrary, a reference to a clause, section or schedule to this Deed;




(xvi) references to this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(xvii) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

(xviii) references to the word "includes" or "including" are to be construed without limitation;

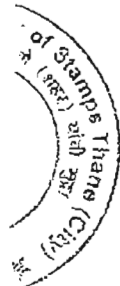
(xix) references to the words "indebtedness" or "financial indebtedness" shall include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent including but not limited to any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, any derivative transaction entered into for the purposes of hedging any fluctuation in any rate or price (and, when calculating the value of that derivative transaction, only the marked to market value shall be taken into account), any counter-indemnity obligation in respect of a guarantee, standby or documentary letter of credit or any other instrument issued by a bank or financial institution or any liability in respect of any guarantee;






  Issuer	 Debenture Trustee
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- (xx) references to a person shall include such person's successors and permitted assignees or transferees;
- (xxi) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (xxii) words importing a particular gender include all genders;
- (xxiii) references to "Party" means a party to this Deed and references to "Parties" shall be construed accordingly;
- (xxiv) references to any law shall include any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or Governmental Authority restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Debenture Documents or thereafter and each as amended from time to time;
- (xxv) words and abbreviations which have, well known technical or trade/commercial meanings are used in the Agreement in accordance with such meanings;
- (xxvi) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein setforth;
- (xxvii) The provisions contained in this Deed shall be read in conjunction with the provisions contained in the Disclosure Document and it is specifically agreed between the Trustee and the Issuer that in case of any repugnancy, inconsistency or where there is a conflict between the conditions as are stipulated in the Disclosure Document on one hand, and the provisions contained in this Deed on the other, the provisions contained in this Deed shall prevail over and override the provisions of the Disclosure Document for all intents and purposes. This shall include the amended Debenture Trust Deed, in case where this Deed needs to be amended which is necessitated by change in laws and/or changes that are not prejudicial to the interest of Debentureholders.

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  Issuer	 Debenture Trustee
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2. AMOUNT OF DEBENTURES, RANKING OF DEBENTURES AND COVENANT TO PAY PRINCIPAL AND INTEREST

2.1

- (i) The Debentures constituted and issued hereunder are 1900 secured redeemable non-convertible Debentures for an aggregate nominal value not exceeding Rs.190 Crore (Rupees One Hundred and Ninety Crore only) to be issued in the following series, Series I: Rs. 160 Crore (Rupees One Hundred and Sixty Crore only) and Series II: Rs 30 Crore (Rupees Thirty Crore only) to be issued on private placement basis.

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The funds raised by the issue of the Debentures shall be utilized by the issuer for the purpose described in Third Schedule hereto.

- (ii) The issuer covenants with the Trustee that it shall pay to the Debentureholders the principal amount of the Debentures, interest, Default Interest (wherever applicable) and other monies on the dates and in the manner as set out in the Financial Covenants and Conditions.

Provided that if so called upon by the Trustee, the Issuer shall make payments as aforesaid to, or to the order of, or for the account of, the Debenture Trustee at Mumbai and such payment shall be deemed to be in protento satisfaction of the aforesaid covenant of the issuer to make such payments to the Debentureholders.

2.2 Ranking of the Debentures




Notwithstanding anything to the contrary contained in the Debenture Documents:

- (i) As between the Series I Debentures, Series II Debentures are co-existing, all Security Interest shall inter se rank pari passu among each other without any preference or priority whatsoever.

- (ii) The Debentures shall rank superior to other creditors of the Issuer, as on date of this Deed and/or in the future.

- (iii) As between the Debentures, all obligations (including all payments towards payment of coupon or under any other head), all proceeds from any acceleration, enforcement or settlement pursuant to the Debenture Documents, shall be apportioned in terms of the Escrow Agreement.



  ISSUER	 Debenture Trustee
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For the sake of clarity, the Parties agree that all payments towards the payment of coupon shall, at all times, be paid prior to any payments made towards Redemption.

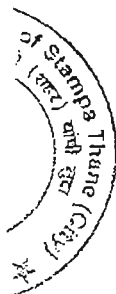
2.3 Avoidance of Payments

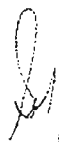


Notwithstanding that the Issuer may have paid all amounts in respect of Obligations and/or any discharge, release or settlement from time to time, if any security, disposition or payment granted or made to a Debenture Holder in respect of the Obligations is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any Applicable Law including under any insolvency, liquidation or administration of the Issuer or otherwise or for any other reason and consequently the Obligations owing to that Debenture Holder are still owing then for the purpose of these presents, such amounts shall not be considered to have been paid and the Debenture Trustee, on behalf of the Debenture Holder, shall be entitled thereafter to enforce these presents as if no such discharge, release or settlement had occurred.

2.4 Conditions Precedent and Conditions Subsequent

The Debentureholders may subscribe to the Debentures pursuant to the satisfaction of conditions precedent as set out in Third Schedule hereunder written, and in the form and manner as set out below:-

- (i) The Issuer shall fulfill, and shall cause the fulfillment by the relevant Security Providers of the conditions precedent as set out in Third Schedule hereunder written, in the form and manner satisfactory to the Debenture Trustee.
- (ii) Upon the fulfillment of the conditions precedents, as aforementioned, the Issuer shall provide the Debenture Trustee with a certificate (duly signed by an authorised representative of the Issuer) stating the fulfillment of the conditions precedent along with the documents evidencing such fulfillment.
- (iii) The Issuer shall fulfill and cause the fulfillment by the relevant Security Providers the conditions subsequent as set out in Third Schedule hereunder written, if any, to the satisfaction of the Debenture Holders/ Debenture Trustee as per the timelines provided therein.



  *Issuer	 Debenture Trustee
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3. FORM OF THE DEBENTURE

3.1 The Issuer has made depository arrangements with National Securities Depository Limited and/or Central Depository Services (India) Limited (the "Depository") for issue of the Debentures in dematerialised form. The Debentureholders shall hold the Debentures in a dematerialised form and shall deal with the same in accordance with the provisions of the Depositories Act, 1996 and the rules framed there under from time to time.

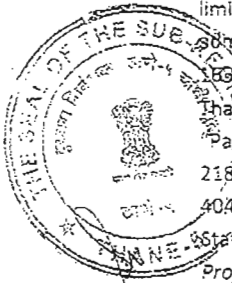
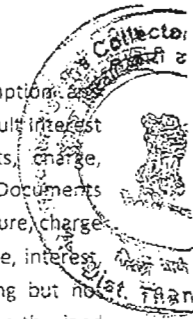
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The principal amount of the Debentures, interest on redemption (inclusive of Default interest where applicable) and all other monies hereby secured shall, between the holders of the Debentures, inter-se rank pari passu without any preference or priority whatsoever on account of date of issue or allotment or otherwise. The Debentures shall be redeemed inter se on a pari passu basis.

3.3 The Financial Covenants and Conditions shall be binding on the issuer and the Security Providers, the Trustee, the Debentureholders and all persons claiming by, through or under any of them. The Trustee shall be entitled to enforce the obligations of the issuer and the Security Providers under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents which shall be read and construed as one document.

4. GRANT AND TRANSFER

4.1 For the consideration aforesaid and as security for the redemption and payment of the principal amount of the Debentures, interest, Default interest (where applicable), Trustee's remuneration and all other costs, charges, expenses and monies payable by the Issuer under the Debenture Documents and this Deed, the Mortgagor doth hereby grant, convey, assign, assure, charge and transfer unto the Trustee on first charge basis all its rights, title, interest, benefits and entitlements in the immovable properties including but not limited to the development rights (both present and future) over the land measuring 7072.73 sq. mtrs. bearing Survey Nos. 163/5 to 8B/1, 163/9A/1, 163/9A, 166/5A, 166/8A, 166/12A, 166/13A in Village Kavesar, District Thane, Thane in the State of Maharashtra along with buildings/structures being "Parkwoods II Tower D5 and D6" with each tower having minimum FSI of 21860.58 square meters and with a minimum expected saleable area of 404285 square feet all situated at Village Kavesar, District Thane, Thane in the State of Maharashtra and the Project Land (excluding the sold units in the Project as on date of this Deed, however balance Receivables in relation to such sold units shall remain charged and mortgaged. The detailed description of sold units set out in the Annexure ("B") all and singular the immovable properties



 	 Debenture Trustee
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more particularly described in the Part A of the First Schedule hereunder and shown delineated in red on the plan annexed hereto as Annexure "A" written TOGETHER WITH all buildings, constructions and structures thereon and structures/constructions of every description which are erected/constructed or to be erected/constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all furniture, fixtures, fittings and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant whether thereto or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto; AND ALL the present and future FSI (floor space index) available to said Project Land or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND ALL the estate, right, title, interest, property claim and demands whatsoever of the Mortgagor into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereinafter AND TO HAVE AND TO HOLD all and singular the aforesaid premises unto and to the use of the Trustee absolutely UPON TRUST and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;




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Provided that the Mortgagor has not given possession of the mortgaged properties set out in clause 4.1 to the Trustee and has also not agreed to give possession of the aforementioned mortgaged properties to the Trustee until an Event of Default arises.

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4.2 For the consideration aforesaid and as security for the redemption and payment of the principal amount of the Debentures, interest, Default interest (where applicable), Trustee's remuneration and all other monies payable by the Issuer under the Debenture Documents and this Deed, the Mortgagor, hereby charge, assign and assure by way of first charge in favour of the Trustee, all of the Mortgagor's movable property relating to the Project including all of the Mortgagor's present and future machinery (whether movable or fixed or attached), implements, equipments, appliances, fittings, spares, tools and accessories, spare parts whether installed or to be installed by the Mortgagors, as also the tangible and intangible movable properties both present and future more particularly described in Part A of the Second Schedule hereto and all

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  Issuer	 Debenture Trustee
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such movable properties whether now or at any time hereafter and from time to time, belonging to or at the disposal of the Mortgagor or which may be held by any person anywhere to the order or disposition of the Mortgagor and which may now or hereafter be stored or brought into or be lying in or at the Mortgagor's premises or godowns or any place or places AND TO HAVE AND TO HOLD all and singular the aforesaid properties unto and to the use of the Trustee in accordance with these presents absolutely.

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For the consideration aforesaid and as continuing security for the redemption and payment of the principal amount of the Debentures, interest, Default Interest (where applicable), Trustee's remuneration and all other monies payable by the Issuer under the Debenture Documents and this Deed, the Mortgagor doth hereby charge, assign and assure by way of first charge in favour of the Trustee all the Receivables, Escrow Accounts and the amounts lying therein from time to time both, present and future which are more particularly described in the PART B of the Second Schedule hereunder written. Provided always that if any of the Receivables pertaining to the Project is not routed through the Escrow Accounts, the Trustee shall be deemed to have a charge on the other free receivables of the Mortgagor without any further act on the part of the Mortgagor or Trustee and TO HAVE AND TO HOLD all and singular the the aforesaid properties unto and to the use of the Trustee absolutely and subject to the powers and provisions contained herein.

4.4 For the consideration aforesaid and as continuing security for the redemption and payment of the principal amount of the Debentures, interest, Default Interest (where applicable), Trustee's remuneration and all other monies payable by the issuer under the Debenture Documents and this Deed, the Mortgagor doth hereby charge, assign, create Security Interest on/over/in respect of (a) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in the Project Documents, as may be amended, varied or supplemented from time to time, both present and future; (b) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in the approvals/permissions relating to the Project, both present and future; (c) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in any letter of credit, guarantee, performance bond provided by any party to the Project Documents, both present and future and (d) all the insurance policies obtained/to be obtained in respect of the Project, both present and future which are more particularly described in the PART C of the Second Schedule hereunder written and TO HAVE AND TO HOLD all and singular the aforesaid properties unto and to the use of the Trustee absolutely and subject to the powers and provisions contained herein.

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 	 Debenture Trustee
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4.5 In addition to the Clause 4.1, 4.2, 4.3 and 4.4 above, the Issuer shall create or ensure creation of the Security Interest as set-out in the Financial Covenants and Conditions and shall comply with other terms and conditions pertaining to the security as setout in the Financial Covenants and Conditions.

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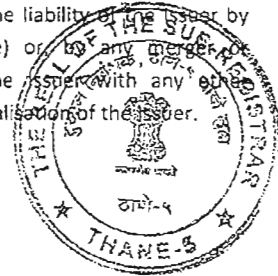
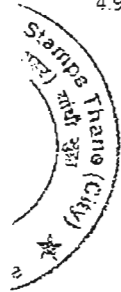
4.6 The Issuer shall further ensure that the market value of the Mortgaged Properties at any time during the subsistence of the Debentures shall be in accordance with the value as prescribed in the Third Schedule hereto. The security for the Debentures shall be created and perfected prior to the Series I Date of Allotment unless as otherwise agreed on the Third Schedule hereunder written. In the event the security is not perfected within the said period, a penal interest of 2% p.a. will be charged from Series I Date of Allotment till the date of security perfection.




4.7 The Issuer hereby hereby covenant that the Receivables charged hereunder shall not be assigned or securitized without the prior written consent of the Trustee.

4.8 The Issuer shall simultaneously with execution of this Deed deposit the original title deeds in respect of the Mortgaged Properties as more particularly described in First Schedule hereto with the Trustee unless as otherwise agreed in the Third Schedule hereunder written.

4.9 Continuing Security

The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect until 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 Issuer of any part of the Obligations in accordance with this Deed and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Trustee may now or hereafter hold for the Obligations or any part thereof. This security may be enforced against the Issuer without first having recourse to any other rights of the Trustee, and shall not affect, impair or discharge the liability of the Issuer by insolvency or liquidation (voluntary or otherwise) or by any merger, amalgamation, reconstruction or otherwise of the Issuer with any other company or take-over of the management or nationalisation of the Issuer.



  Issuer	 Debenture Trustee
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5. POWER OF TRUSTEE TO PERMIT THE MORTGAGOR TO DEAL WITH MORTGAGED PROPERTIES

5.1 The Mortgagor can alienate the flat/units/plots in the Project/s in the form, manner and on such terms and conditions as enumerated in the Third Schedule

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The Trustee reserves the right to stipulate additional conditions for sale or modify the procedure.

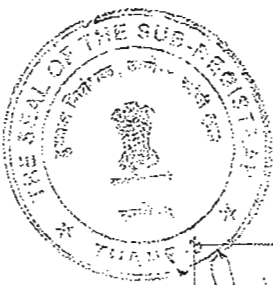
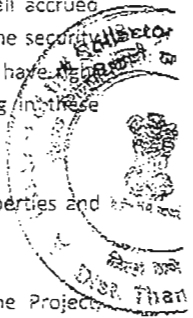
6. TRANSFER OF DEBENTURES

The Debentures shall be freely transferable and each of the Debenture Holders shall have all rights automatically accrue in terms of the Debenture Documents without executing any additional documents.

7. EVENTS OF DEFAULT AND REMEDIES

If one or more of the events specified herein (hereinafter the "Event(s) of Default") happen(s), the Trustee may, in their discretion, or, upon request in writing of the Debentureholders of an amount representing not less 51% in value of the nominal amount of the Debentures for the time being outstanding, by a notice in writing to the Issuer declare the principal of and all accrued interest on the Debentures to be due and payable forthwith and the security created hereunder shall become enforceable and the Trustee shall have the right to enforce security and shall have the following rights (anything in these presents to the contrary notwithstanding):-

- a. to enter upon and take possession of the Mortgaged Properties and charged assets;
- b. (i) takeover and /or the change the management of the Project; appoint contractor(s) and such other professionals as may be deemed necessary to complete the Project; (ii) appoint the managing director and/or majority directors; and/or (iii) change the management of the issuer;
- c. to transfer the Mortgaged Properties by way of lease/ sub-lease or leave and license;



Issuer	Debenture Trustee




- d. notify the escrow agent to make transfer or investment to and from the Escrow Accounts only with the prior written consent of the Trustee;
- e. to change the management of the Issuer, takeover the management of the Project/s, takeover of the Project/s and change/appoint any contractor, project manager etc, to its satisfaction;
- f. to invoke the guarantee and enforce the securities;
- g. disclose or publish the name of the Issuer, Issuer's directors, as defaulter in such form and manner and through such medium as the Trustee in its absolute discretion may think fit and also inform other lenders about such default by Issuer, Issuer's directors, Issuer's and Issuer's directors;
- h. exercise any and all rights specified in the Debenture Documents and under Applicable Laws;
- i. receive all amounts payable in respect of the Mortgaged Properties and Security Interest or otherwise payable thereon including but not limited to the dividends and other distributions;
- j. take any other steps permissible under the law or as may be advised by its advisors, legal officers etc or by the Debentureholder or their legal advisors or legal officers, etc.
- k. **Review Of Management**

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In case of default in payment of any dues to the Debenture Trustee/ Debentureholders or if in the opinion of the Debenture Trustee/ Debentureholders the business of the Issuer is not being conducted as per Business Plan or in a manner prejudicial to the Debenture Trustee/Debentureholders' interest, the Debenture Trustee/ Debentureholders shall have the right to review the management set-up or organisation of the Issuer and to require the Issuer to restructure it as may be deemed necessary by the Debenture Trustee/Debentureholders, including the formation of Management Committees with such powers and functions as may be considered suitable by the Debenture Trustee/Debentureholders, further any person, by whatever name called, exercising substantial powers of management shall not be paid any commission in any year unless all the dues of the Debenture Trustee/Debentureholders in that year have

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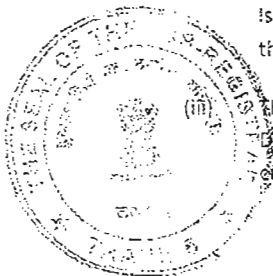
been paid to the satisfaction of the Debenture Trustee/Debentureholders.

Conversion Right Of Debenture Trustee




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(i) The Issuer agrees and confirms that if the Issuer is in default of redemption of the Debentures as per the Redemption Schedule or interest thereon or any combination thereof, then, the Debentureholder/ Debenture Trustee shall have the right but not the obligation to convert (which right is hereinafter referred to as "the Conversion Right") at their option the whole or part of the defaulted amount of the Debentures into fully paid-up equity shares of the Issuer, at par or as per the SEBI guidelines/ Applicable Law and in the manner specified in a notice in writing to be given by the Debentureholder/ Debenture Trustee to the Issuer (which notice is hereinafter referred to as the "Notice of Conversion") prior to the date on which the conversion is to take effect, which date shall be specified in the said notice (hereinafter referred to as the "Date of Conversion").

(ii) On receipt of Notice of Conversion, the Issuer shall allot and issue the requisite number of fully paid-up equity shares to the Debentureholder/ Debenture Trustee as from the Date of Conversion and the Issuer shall accept the same in satisfaction of the principal amount of the Debentures to the extent so converted. The part of the Debentures so converted shall cease to carry interest as from the Date of Conversion and the Debentures shall stand correspondingly reduced. Upon such conversion, the instalments of the Debentures payable after the Date of Conversion as per the Redemption Schedule in this Deed shall stand reduced proportionately by the amounts of the Debentures so converted. The equity shares so allotted and issued to the Debentureholder/ Debenture Trustee shall carry, from the Date of Conversion, the right to receive proportionately the dividends and other distributions declared or to be declared in respect of the equity capital of the issuer. Save as aforesaid, the said shares shall rank pari passu with the existing equity shares of the issuer in all respects. The Issuer shall, at all times, maintain sufficient unissued equity shares for the above purpose.



(iii) The Conversion Right reserved as aforesaid may be exercised by the Debentureholder/ Debenture Trustee on one or more occasions till the currency of the Debentures.

 	 Debenture Trustee
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(iv) In order to insure exercise of such Conversion Right of the Debentureholder/ Debenture Trustee, the Issuer shall at all times comply with the Applicable Laws, including but not limited to, obtaining the shareholders' resolution under Section 62(3) of the Companies Act, 2013.

m. **Selling And Purchasing Arrangements**

(i) Upon occurrence of an Event of Default, all arrangements for the purchase of raw materials and inputs, shall be subject to prior approval of the Debenture Trustee/Debentureholders. If so required by the Debenture Trustee/ Debentureholders, the Issuer shall and ensure that the Security Providers shall take steps to suitably modify or terminate the existing selling/purchasing arrangements in such manner as may be required by the Debenture Trustee/ Debentureholders;

(ii) The Issuer shall not and ensure that the Security Providers shall not enter into any fresh agreement for the appointment of sole selling agents/ sole purchasing agents without the prior approval of the Debenture Trustee/ Debentureholders. Any such arrangement shall be subject to such terms and conditions as may be stipulated by the Debenture Trustee/Debentureholders; and

(iii) The Issuer shall not and ensure that the Security Providers shall not declare or pay any dividend to its shareholders during any financial year without the prior written approval of the Debenture Trustee/Debentureholders.

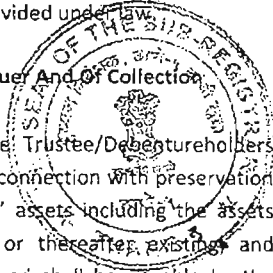
n. **Rights Independent**




The Issuer and/or Security Providers agree and confirm that the above right of the Debenture Trustee/Debentureholders is an independent right and the Debenture Trustee/Debentureholders shall be free to pursue any other legal remedy or right provided under law.

o. **Expenses Of Preservation Of Assets Of Issuer And Of Collection**

All expenses incurred by the Debenture Trustee/Debentureholders after an Event of Default has occurred in connection with preservation of the Issuer's and/or Security Providers' assets including the assets relating to the Project (whether then or thereafter existing) and collection of amounts due under this Deed shall be payable by the Issuer.

Amal Thano (C/As)



  Issuer	 Debenture Trustee
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p. Right to report to Reserve Bank of India

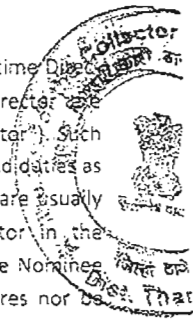
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In case of default in redemption or payment of applicable coupon thereon on the respective Redemption Date(s), the Debenture Trustee/Debentureholders shall have an unqualified right to disclose the name of the Issuer and its directors or the and its directors to the RBI or any other person designated under Applicable Law or by RBI. The Issuer hereby give their consent to the Debenture Trustee/ Debentureholders/ RBI/ such other authorized person to publish its name and name of its directors as defaulters in such manner and through such medium as the Debenture Trustee/ Debentureholders/ RBI/ such other authorized person in its absolute discretion may deem fit.

q. Unrestricted Right Of Enforcement

This Deed or the provision of any other Debenture Documents may be enforced or caused to be enforced without the Debenture Trustee/ Debentureholders first having recourse to any of its rights or any other security or rights or taking any other steps or proceedings against the issuer or the Security Providers or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the Obligations.

To appoint and remove from time to time Director/Whole-time Director on the Board of Directors of the Issuer (such Director hereinafter referred to as "the Whole-time Nominee Director"). Such Whole-time Nominee Director shall exercise such powers and duties as may be approved by the Trustee and have such rights as are usually exercised by or are available to a Whole-time Director in the management of the affairs of the Issuer. Such Whole-time Nominee Director(s) shall not be required to hold qualification shares nor be liable to retire by rotation and shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Issuer. Such Whole-time Nominee Director shall have the right to receive notices of and attend all general meetings and board meetings or any committee(s) of the Issuer of which they are members. Any expenses that may be incurred by the Trustee or such Whole-time Nominee Director(s) in connection with their appointment or directorship shall be paid or reimbursed by the issuer to the Trustee or, as the case may be, to such Whole-time Nominee Director(s).



  Issuer	 Debenture Trustee
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Notwithstanding anything contrary contained in this Deed and the memorandum and articles of association of the Issuer:-

- (i) Such Nominee Director/Whole-Time Director shall not be responsible to any of the director or to any officer or other employee of the Issuer or for any loss or expenses resulting to the Issuer or for any wrongful act of the Issuer or to any debtor or to any person except the Trustee ~~in the execution of the~~ duties of his office or in relation thereto;
- (ii) Such Nominee Director/Whole-Time Director shall be indemnified by the Issuer against all losses and expenses, including but not limited to all the litigation costs and advocate fees, incurred by him in, or in relation to, the discharge of his duties; and
- (iii) Such Nominee Director/Whole Time Director appointed by the Trustee shall not be responsible for any suit or other legal proceedings or for any loss or damage caused or likely to be caused by anything which is done in good faith or intended to be done by such a Nominee Director or Whole Time Director, as the case may be.

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[Signature]




A. Event of Default

- (i) Default is committed in payment of the principal amount of the Debentures on the Redemption Date(s);
- (ii) Default is committed in payment of any interest on the Debentures on the Interest Payment Date(s);
- (iii) Default is committed in payment of any other amount payable by the Security Providers under the Debenture Documents;
- (iv) Misrepresentation

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Any representation or statement made by the Issuer and/or the Security Providers in the Debenture Documents, Disclosure Document and information furnished by the Issuer and/or the Security Providers from time to time in connection with the issue of, pursuant to under the Debenture Documents, including but not limited to any representation or statement with respect to the Mortgaged Properties, Receivables or any certificate or statement delivered by the Issuer and/or Security Providers pursuant hereto is or proves to have been incorrect or misleading.

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if it is found that the issuer and/or other Security Providers have withheld material information which would have impacted the Debenture Trustee/ Debentureholders' decision.

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Any information provided by any of the Issuer and/or the Security Providers in connection with the Issue is subsequently found/proved to be incorrect or false;

(vi) Ability to pay Debts

If there is reasonable apprehension that Issuer or any of the Security Providers are unable to redeem or admits in writing its inability to redeem the Debentures as they mature or stops, suspends or threatens to stop or suspend payment of all or any debt, or begins negotiations or takes any proceeding for taking it into liquidation, either voluntarily or compulsorily, may be or have been commenced or other step with a view to rescheduling or deferral of any part of its debts or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally or any group or class thereof, or files a petition for suspension of payments or other relief of debtors in respect of or affecting all or any part of its debt; or

(vii) Proceedings for taking Issuer and/or any of the Security Providers into liquidation/insolvency have been commenced provided that no such proceedings shall constitute an Event of Default if the Issuer and/or the Security Providers can establish to the satisfaction of the Debenture Trustee acting on behalf of the Debentureholders that such proceedings relate to a frivolous or vexatious claim which is dealt with disposed of, discharged or otherwise withdrawn to the satisfaction of the Debenture Trustee acting on behalf of the Debentureholders within the time if any granted by the Debenture Trustee/Debentureholders in writing; or

(viii) The Issuer and/or any of the Security Providers have voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or the Issuer and/or the Security Providers, as the case may be is voluntarily or involuntarily dissolved.



Change of Control

in the event that there is a Change in Control of the Issuer or the Security Providers without the consent of the Debenture Trustee /

  Issuer	 Debenture Trustee
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Debenture Holder.




For the purpose of this section (x), "Change in Control" in relation to either party shall mean, in one or a series of related transactions, (i) the sale of all or substantially all of the assets of such party to a Person (or group of Persons acting in concert) that is not an affiliate of such Party; (ii) the direct or indirect sale (by way of merger, consolidation or otherwise) of a Party's or its direct or indirect parent's share capital to a Person (or group of Persons acting in concert) that is not an affiliate of such Party, that results in such Person or group of Persons acquiring Control of such Party. "Control" shall mean with respect to a Person (a) direct or indirect ownership of more than 50% of the voting securities of such Person, (b) the right to appoint, or cause the appointment of, more than 50% of the members of the board of directors (or similar governing body) of such Person or (c) the power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise) of such Person.

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- (x) If there is material change in the management of the Issuer and the Security Provider.
- (xi) Material Adverse Effect
 - a) Occurrence of an event, circumstance, change or effect that shall individually or in the aggregate, have or could have a Material Adverse Effect on the Issuer or any of the Security Providers or shall have or could have a Material Adverse Effect on the implementation of the Project, the Mortgaged Properties, Receivables, or any other Security Interest created in favour of or for the benefit of the Debenture Trustee/Debentureholder; or
 - b) Any change in the Applicable Laws, which have Material Adverse Effect; or
 - c) The Issuer and /or Security Providers makes a reference under any other Applicable Law, which restrict the ability of the Debenture Trustee to enforce any of the Debenture Documents.

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(xii) Compromise or Arrangement, Winding up, Insolvency

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The Issuer or any of the Security Providers convenes a meeting of its creditors or makes or proposes to make any arrangement with, or any assignment for the benefit of, its creditors; or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for winding up or for insolvency of the Issuer or any of the Security Providers, whether voluntary or involuntary.

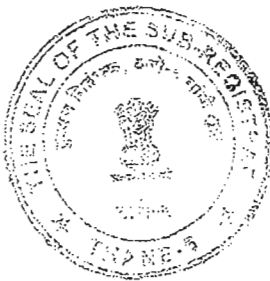
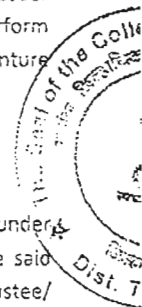
(xiii) Other breach of Debenture Documents




- a) The Issuer commits a breach of any of the terms of this Deed or other Debenture Documents or any other agreement entered in writing by the Issuer and/or the Security Providers with the Debenture Trustee/Debentureholders in connection with the Issue;
- b) The Security Providers commit a breach of any of the terms of this Deed or other Debenture Documents or any other agreement entered in writing by the Security Providers with the Debenture Trustee/ Debentureholders;

(xiv) In the opinion of the Debenture Trustee/Debentureholders, the Issuer or any or all of the Security Providers are or will be unable to perform or comply with any of its respective obligations under the Debenture Documents.

(xv) Cross Default

- a) Any default by the Issuer or any of the Security Providers under any other agreement between the Issuer or any of the said Security Providers and the Debenture Trustee/ Debentureholders or any other agreement of indebtedness of the Issuer or any of the Security Providers or the performance of any covenant, term or undertaking thereunder or any indebtedness of the Issuer or any of the Security Providers is not paid when due or any creditor of the Issuer or any of the Security Providers becomes entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity given by the Issuer or any of the Security Providers is



  Issuer	 Debenture Trustee
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not honored, when due and called upon. It is hereby agreed that this is applicable to indebtedness for and in respect of monies borrowed or raised (whether or not for cash consideration) by whatever means (including acceptance, credits, deposits and leasing).

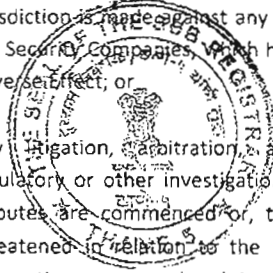
Handwritten notes in a box: "whether or not for cash consideration" and "including acceptance, credits, deposits and leasing".




- b) Any other Related Party of the Issuer and/or other Security Providers save and except the DB Group as the case may be commits default in payment of any of the dues or commits default in performance of any of the terms and conditions of its respective funding and other agreements with any bank, financial institution, non-banking financial company, Debentureholders or Debentureholders' Related Party which gives rise to one or more event of defaults under the said documents.

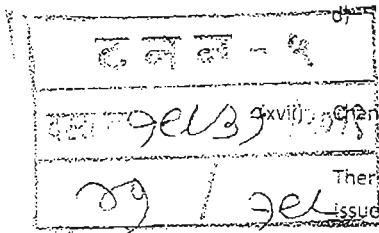
For the purpose of DB Group means list of entities enclosed as Annexure C and any other entity formed subsequently where Mr. Shahid Balwa has substantial control.

(xvi) Material Adverse Change

- a) Occurrence of any event, circumstance (including the death and/or insolvency of the Issuer or Security Providers), or condition which has caused, and/or in the opinion of the Debenture Trustee/Debentureholders caused or would cause an adverse change in the financial condition business or operation of the Issuer or Security Providers;
- b) Any final judgment or other order of the court of competent jurisdiction is made against any Issuer or Security Providers or the Security Companies, which has or is likely to have Material Adverse Effect; or
- c) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, requisition or disputes are commenced or, to the best of its knowledge, threatened in relation to the Debenture Documents or the transactions contemplated in the Debenture Documents or against any of the Issuer or Security Providers or the Security Companies, which has or is likely to have a Material Adverse Effect; and



  Issuer	 Debenture Trustee
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d) Any change in the Applicable Laws, which has or is likely to have Material Adverse Effect.

(xvii) Change in ownership/management

There is any material change in the ownership or management of the issuer (whether directly or indirectly), which in the sole opinion of the Debenture Trustee/Debentureholders would prejudicially affect the interest of the Debenture Trustee/Debentureholders.

(xviii) Invalidity of Debenture Documents

- a) Any of the Debenture Documents once executed and delivered shall fail to provide the Security Interest, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such Security Interest shall fail to have the priority contemplated under the Debenture Documents or any such Debenture Documents shall cease to be in full force and effect, or the Security interest purported to be created thereby is jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured thereby or any part thereof shall be disaffirmed by or on behalf of the issuer or Security Providers or any other party thereto;
- b) Issuer or any of the Security Providers repudiates a Debenture Document or evidences an intention to repudiate a Debenture Document or refuses/ neglects to fulfill their obligations thereunder.

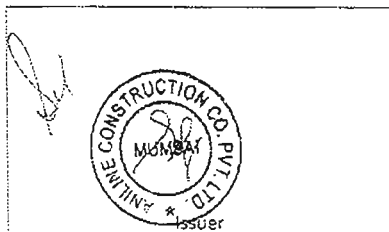
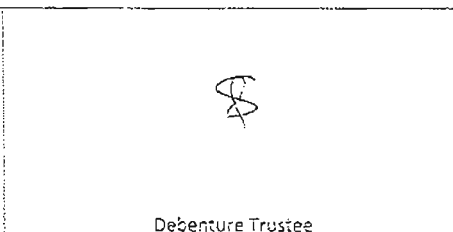
(xix) Abandonment of the Project

The Issuer has/have or expressed its intention to abandon the Project.

(xx) Expropriation, Nationalisation etc.

Expropriation of the Issuer or an event of total loss or nationalisation of whole or substantially whole of the Project occurs or a material portion of the Project shall temporarily be subject to a nationalisation and such temporary nationalisation could reasonably be expected to have a Material Adverse Effect.



	 Debenture Trustee
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(xxi) Revocation of Approvals etc.

Any Approval obtained in compliance with this Deed or any other Debenture Document or in respect of the Project is revoked, terminated, withdrawn, suspended, modified or withheld or shall cease to be in full force and effect which shall, in the sole opinion of the Debenture Trustee/Debentureholders, have Material Adverse Effect on the Project or the ability of the Issuer or any of the Security Providers to perform their obligations under the Debenture Documents.

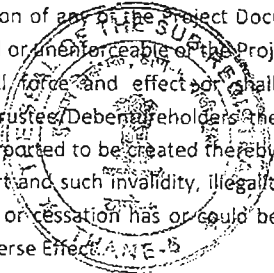
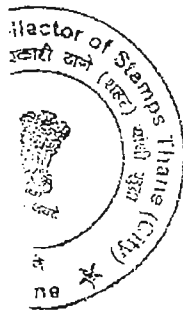
(xxii) Mortgaged Properties

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- a) If the Mortgaged Properties or part thereof is declared to be in excess of the ceiling limits; or
- b) The Issuer enters into any arrangement to sell or agree to sell or creates any Security Interest or gives any option or undertaking whatsoever in respect of the Mortgaged Properties to a person other than the Debenture Trustee/Debentureholders without the prior written consent of the Debenture Trustee/Debenture holders.




(xxiii) Project Documents

- a) Any of the party to any of Project Document takes steps or suspends or terminate prior to the stated termination date or repudiate the said Project Document or raise any dispute thereunder; or
- b) If any provision of any of the Project Document is or becomes invalid, illegal or unenforceable or the Project Document ceases to be in full force and effect or shall cease to give the Debenture Trustee/Debentureholders the rights, powers and privileges purported to be created thereby or any party thereto shall so assert and such invalidity, illegality or unenforceability or assertion, or cessation has or could be expected to have a Material Adverse Effect.



(xxiv) Non Completion of the Project etc.

- a) If the Issuer fails to obtain any Approvals for the Project within the time setout in this Deed or otherwise; or

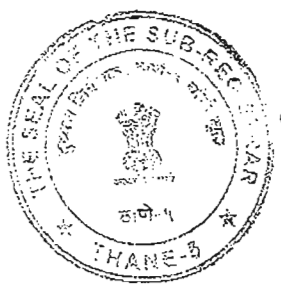
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- b) If the Issuer fails to complete the Project within the time set out in this Deed for completion of the Project; or
- c) If the Issuer fails to achieve the milestones relating of the Project set out in the Third Schedule; or
- d) If the work (construction and/or furnishing etc) on the Project is stopped beyond the period set out in this Deed.

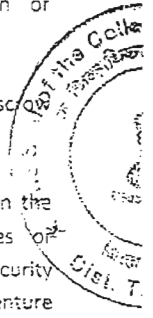
and any such non-compliance or default is not cured within a period of 6 months from the date of occurrence of such non-compliance.

(xxv) Security Interest is in Jeopardy

- a) If, in the opinion of the Debenture Trustee/Debentureholders, the Security interest created in favour or for the benefit of the Debenture Trustee/Debentureholders or part thereof is in jeopardy; or
- b) if, without the prior approval of the Debenture Trustee/Debentureholders, the Mortgaged Properties or part thereof are sold, disposed off, charged or encumbered or alienated, rented out or the building, structures or construction relating to the Project are removed, pulled down or demolished; or
- c) If the Issuer fail to route the Receivables through Escrow Accounts; or
- d) if the Issuer creates or attempt to create any charge on the Receivables or Escrow Accounts or Mortgaged Properties or any other immovable or movable property on which Security Interest are created in favour of the Debenture Trustee/Debentureholders or if the Escrow Accounts is frozen or threatened to be frozen by any Governmental Authority; or



- e) If any of the Mortgaged Properties or Receivables and/or the immovable or movable property or any part thereof on which Security interest are created in favour of the Debenture Trustee/Debentureholders are attached or any distraint has been levied on the Mortgaged Properties or other assets of the Issuer or the Security Providers over which Security Interest has



<p>ISSUER</p>	<p>Debenture Trustee</p>
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been created or certificate proceedings have been taken or commenced for recovery of any dues from the Issuer; or

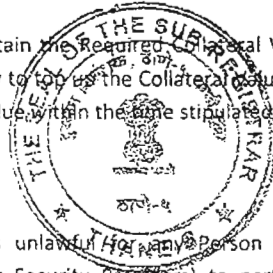
- f) If the Project/building being constructed under the Project suffer major damage which in the sole opinion of the Debenture Trustee/Debtoreholders results in the Material Adverse Effect; or
- g) If the Collateral Value depreciate to such extent that, in the opinion of the Debenture Trustee/Debtoreholders further security to the satisfaction of the Debenture Trustee/Debtoreholders should be given and on advising the Issuer to that effect such security has not been given to the Debenture Trustee/Debtoreholders within the time stipulated by the Debenture Trustee/Debtoreholders; or
- h) If the Issuer shall have acted or allowed any act to be committed as a consequence of which the Security Interest created in favour of the Debenture Trustee/Debtoreholders has become invalid or ineffective or diminished in value and on being notified by the Debenture Trustee/Debtoreholders, the Issuer and/or other Security Providers failed to remedy such action to the satisfaction of the Debenture Trustee/Debtoreholders within the time stipulated by the Debenture Trustee/Debtoreholders for the same; or

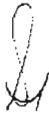


(xxvi) Failure to Maintain Required Collateral Value

If the Issuer fails to maintain the Required Collateral Value or fails to provide additional security to top up the Collateral Value to the level of the Required Collateral Value within the time stipulated in this Deed.

(xxvii) Illegality

- a) It is or becomes unlawful for any Person (i.e. Debenture Trustee, Issuer or Security Providers) to perform any of its obligations under the Debenture Documents; or
- b) The Security Interest created in favour of/for the benefit of the Debenture Trustee/Debtoreholders become unenforceable for any reason whatsoever or the Security Interest on the Mortgaged Properties, Receivables or any other assets



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provided as security for the Obligations, is released without any action on the part of the Debenture Trustee/Debentureholders or without the prior written consent of the Debenture Trustee/Debentureholders.

(xxviii) Appointment of Receiver or Liquidator

A receiver or liquidator or similar official of all or any part of the Mortgaged Properties or undertaking of the Issuer or the Security Providers has been appointed in any proceeding.

(xxix) Initiation of enquiry etc. by Governmental Authority

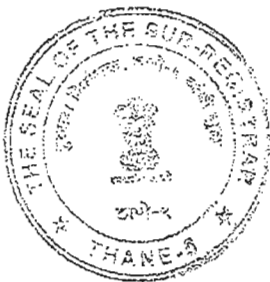
If any of the Governmental Authority initiate or threatened to initiate any enquiry, proceedings or investigation against the Issuer or the Security Providers or their respective promoters or directors or senior officials under any Applicable Laws.




(xxx) Inadequate Insurance

if the Mortgaged Properties or any other assets charged for repayment/payment of the Obligations, (i) have not been kept adequately insured by the Issuer and/or Security Providers and such shortfall of insurance coverage resulting there from is material to the interests of the Debenture Trustee/Debentureholders under this Deed and further insurance to cover such shortfall is not taken out by the Issuer within fifteen (15) days of the notice to that effect from the Debenture Trustee/Debentureholders, or (ii) the Issuer and/or Security Providers fails to renew the Insurance Contract(s) before the expiry of the Insurance Contract.

(xxxi) Litigation etc.

- a) Any judgment or other order of the court of competent jurisdiction is made against the Issuer or any the Security Providers, which has or is likely to have Material Adverse Effect; or
- b) if the issuer and/or other Security Providers fails to pay/satisfy the final judgement or order passed against the Issuer and/or any of the other Security Providers by the court of competent jurisdiction and not challenged before any other forum/court;



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or

c) Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, requisition or disputes are commenced or, to the best of its knowledge, threatened in relation to the Debenture Documents or the transactions contemplated in the Debenture Documents or against the Issuer or any of the Security Providers or against the Mortgaged Properties or any other assets of the Issuer or any of the Security Providers, which has or is likely to have a Material Adverse Effect on the Issuer or any of the Security Providers or its ability to fulfill its obligations under the Debenture Documents;

(xxxii) Extra Ordinary Circumstances

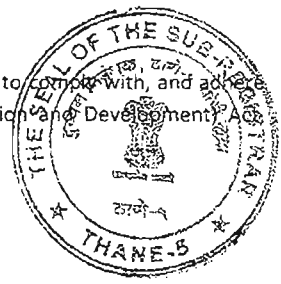
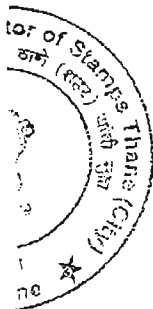
If extra-ordinary circumstances have occurred which make it improbable for the Project to be carried out and/or for the Issuer and/or the Security Providers to fulfill its obligations under the Debenture Documents.

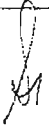


(xxxiii) If the Escrow Accounts as required under RERA and rules thereunder, have not been opened by the Issuer and/or the Security Providers, as the case may be.

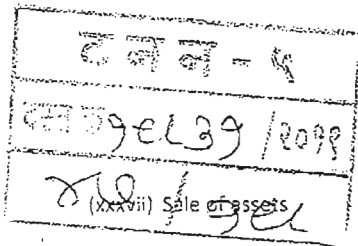
(xxxiv) If the Issuer and/or Security Providers routes the Receivables through any account other than the Escrow Accounts.

(xxxv) If the appointment of the independent architect, engineer and chartered accountant is not to the satisfaction of the Debenture Trustee/Debentureholders and/or not in compliance with the RERA and rules thereunder.

(xxxvi) If the Issuer and /or Security Providers fail to comply with, and adhere to the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.



  Issuer	 Debenture Trustee
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If, without the prior approval of the Debenture Trustee, any of the assets charged with the repayment payment of the Obligations or any of the Security Interest is sold, disposed off, charged or encumbered or alienated in breach of any of the provisions of the Debenture Documents or any of them.

(xxxviii) The Issuer or any of the Security Providers have taken or suffered any action to be taken for its reorganization, liquidation and dissolution;

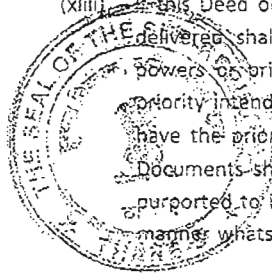
(xxxix) The Issuer and/or any of the Security Providers ceases or threatens to cease to carry on its business or gives notice of its intention to do so;




(xi) The Security Interest created hereunder or under other Debenture Documents is found to be invalid, lost, or found to be illegal or subsequently become unenforceable for any reason whatsoever;

(xii) If the Issuer and/or any of the Security Providers, without the previous consent in writing of the Trustee, makes or attempt to make any alteration in the provisions of its Memorandum and/or Articles of Association and/or any other constitutional document;

(xiii) Any authorizations required by the Issuer or any Security Providers in connection with the entry into, performance, validity and enforceability of this Deed or any other Debenture Document or to maintain its corporate existence or conduct its business or the transaction contemplate under this Deed or creation of security is (i) not obtained or effected by the time it is required; (ii) revoked, suspended, terminated, surrendered or cancelled or otherwise ceases to be in full force and effect; or (iii) is not renewed;

(xiii) If this Deed or any of the Debenture Documents once executed and delivered shall fail to provide the security, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security shall fail to have the priority contemplated under this Deed or other Debenture Documents shall cease to be in full force and effect, or the security purported to be created thereby is jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured



  Issuer	 Debenture Trustee
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thereby or any part thereof shall be disaffirmed by or on behalf of the Issuer or Security Providers or any other party thereto

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- (xiv) Failure to create and/or perfect security within the time provided in the Debenture Documents;
- (xlv) If the Project is not developed as per the requisite approvals/permissions and/or license;
- (xlvii) If the Issuer and/or the Security Providers receive any notice for demolition/stop work of the of any building/units in the Project;
- (xlviii) An order has been made by the Tribunal or a special resolution has been passed by the members of the Issuer and/or any of the Security Providers for the winding up or insolvency or bankruptcy or liquidation of the Issuer and/or any of the Security Providers;
- (xlviii) Any breach of the terms of the Disclosure Document inviting the subscriptions of Debentures or of the covenants of this Deed;

B. In any Event of Default or any event which after the notice or lapse of time or both, would constitute an Event of Default has happened the Issuer/Security Providers shall, forthwith give notice thereof to the Trustee in writing, specifying the nature of such Event of Default or such event.

C. All expenses incurred by the Debentureholders/ the beneficial owners/Trustee after an event of default has occurred in connection with:-




- (a) Preservation of the Issuer's assets (whether there or thereafter existing);
- (b) Preservation of the Mortgaged Properties;
- (c) Collection of amount due under this Deed and other Debenture Documents; and
- (d) Enforcement of its rights set out in the Debenture Documents against the Mortgagors;

shall be payable by the Issuer.

8. INDEMNITIES

The Issuer and the Security Providers shall jointly and severally indemnify, keep indemnified, defend and hold harmless, the Debenture Trustee/ Debentureholders against any and all losses, damages, costs, charges, claims,



  Issuer	 Debenture Trustee
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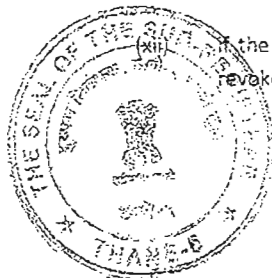
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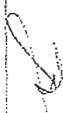


expenses, suits, proceedings incurred or suffered by the Debenture Trustee /any of the Debentureholders or their Affiliates or employees or directors, which arise out of, or result from or are connected with:

- (i) the occurrence and/or continuance of an Event of Default;
- (ii) the execution or performance of the terms and conditions of any Debenture Documents by the Issuer and/or Security Providers;
- (iii) misrepresentation or breach of any representation, warranty, covenant or undertaking contained in any Debenture Documents by the Issuer and/or Security Providers;
- (iv) any information provided by the Issuer and/or Security Providers being incorrect and/or misleading in any respect;
- (v) violation of Applicable Law (including any provision of RERA in connection to the Project) or terms of any Authorisation, or breach of any contract including Project Documents by any of the Issuer and/or Security Providers;
- (vi) any act or omission of the Issuer and/or Security Providers or any of its employees, officials, directors, representatives or agents;
- (vii) acting or relying on any notice, request or instruction received from the issuer and/or Security Providers;
- (viii) any fraud, misrepresentation or negligence committed by the issuer and/or Security Providers;
- (ix) issues that may arise out of any defects in title in respect of any of the Mortgaged Properties;
- (x) non-compliance of any representations, filings and undertakings made with RERA and/or with the allottees of the Project;
- (xi) non-compliance of any conditions of development approvals obtained from the concerned authorities; or

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(xii) if the registration of the Issuer in respect of the Project is lapsed or revoked/ cancelled under RERA due to any reason whatsoever.

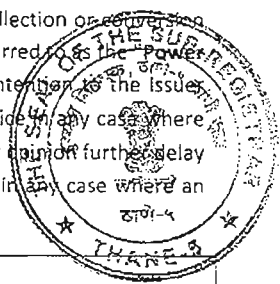


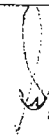


  Issuer	 Debenture Trustee
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9. TRUST OF THE MORTGAGED PROPERTIES/ RECEIVABLES ETC.

The Mortgaged Properties, Receivables and all other securities shall be and remain security to the Trustee for the due repayment of the principal amount of the Debentures, interest on redemption, Default interest (where applicable), Trustee's remuneration and all other monies payable under the Debentures and these presents intended to be hereby secured and the Trustee shall permit the Issuer, until the happening of one or more of the events upon the happening of which the security hereby constituted shall become enforceable as herein provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorised by the Memorandum of Association/ constitutional documents of the Issuer and upon the happening of any such event the Trustee may (but subject to the provisions herein contained as to notice where such provision is applicable) in their discretion, and shall, upon request in writing of the Holders of Debentures of an amount representing not less than 51% in value of the nominal amount of the Debentures for the time being outstanding or by a Resolution duly passed at a meeting of the Debentureholders convened in accordance with the provisions set out in the Fifth Schedule hereunder written, enter upon or take possession of and/or receive the rents, profits and income of the Mortgaged Properties or any of them or any part thereof and subject to and with the rights conferred on them by Clause 5 hereof may at their discretion and shall, upon request of the Debentureholders as mentioned above (subject to the provisions of Section 69 of the Transfer of Property Act, 1882) sell, call in, collect and convert into monies the same or any part thereof with full power to sell any of the Mortgaged Properties either by public auction or private contract and either for a lump-sum or a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or as to the removal of any property which may be sold separately or otherwise as the Trustee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Mortgaged Properties or any part thereof and to re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as they shall think fit. PROVIDED ALWAYS that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or redemption under the aforesaid power in that behalf (hereinafter referred to as the "Power of Sale") the Trustee shall give written notice of their intention to the Issuer BUT the Trustee shall not be bound to give any such notice in any case where they shall certify, either before or after entry, that in their opinion further delay would imperil the interests of the Debentureholders, or in any case where an



  Issuer	 Debenture Trustee
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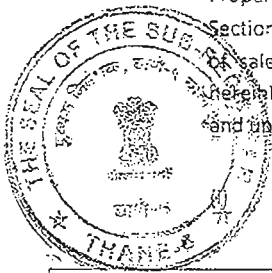
order or the insolvency proceedings have been initiated against the Issuer. The Trustee shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the principal or interest, the Issuer shall prove to the Trustee the payment of monies so in arrears within three months next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Issuer shall, immediately, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Trustee and any compensation so paid to the Trustee shall be deemed to be part of the Mortgaged Properties.

9A SALE WITHOUT INTERVENTION OF COURT

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows: -

- (a) Subject to Clause 9A(b) below, following the happening of an Event of Default, it shall be lawful for the Trustee at any time without any further consent of the Issuer, to collect Receivables, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties comprised under the present security or any part thereof either by public auction and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Trustee 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 in respect of the Mortgaged Properties shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the court within the meaning of Section 69 of the Transfer of Property Act, 1882 ("Court"); the power of sale and/or assignment in respect of the Mortgaged Properties hereinbefore contained shall not be exercised by the Trustee unless and until: -

default shall have been made by the Issuer in payment of any



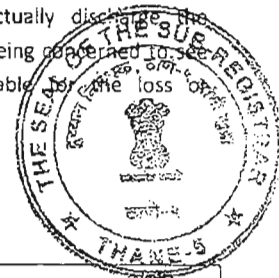
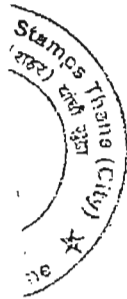
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principal or part thereof for the time being owing to the Debentureholders for the space of three calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment

- (ii) monies in respect of the Debentures, amounting at least to Rs. 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three (3) continuous months after becoming due;
- (iii) No purchaser or other person dealing with the Trustee 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-clause (b) has happened or whether any default has been made in payment of any moneys 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 Issuer 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;

- (b) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to the security created hereunder in respect of the Mortgaged Properties as if the same were incorporated herein; and
- (c) Upon any such sale /assignment as aforesaid the receipt by the Trustee for the purchase money shall effectually discharge the purchasers or purchaser there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.



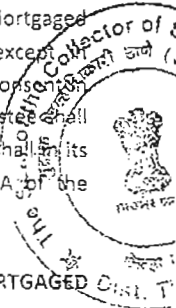
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(a) Section 67-A: The provisions of Section 67-A of the Transfer of Property Act, 1882, shall not apply to these presents and the Trustee, notwithstanding that the Trustee may hold two or more mortgages executed by the Issuer including these presents, in respect of which the Trustee has the right to obtain the kind of decrees under Section 67 of the Transfer of Property 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 moneys shall have become due. For the avoidance of doubt it is clarified that the power of the Trustee herein shall be exercisable only upon the occurrence of an Event of Default.

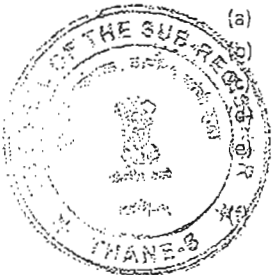
(b) Continued Possession: It shall be lawful for the Issuer to retain possession of and the issuer may use the Mortgaged Properties in accordance with the Debenture Documents (including any disposal expressly permitted and subject to the terms of the Debenture Documents, i.e., the Issuer may book for sale the Mortgaged Properties from time to time after obtaining prior written NOC from the Trustee.

(c) Section 65A: The Issuer 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 Debenture Documents and with the consent in writing of the Trustee having been obtained (which consent the Trustee shall not be bound to give) on such terms and conditions as the Trustee shall in its absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.






10. TRUST OF PROCEEDS OF SALE/REALISATION OUT OF THE MORTGAGED PROPERTIES/ RECEIVABLES

The Trustee shall hold UPON TRUST the monies, received by them or the Receiver in respect of the Mortgaged Properties and Receivables or any part thereof arising out of:-



- (a) any sale calling in, collection or conversion under the Power of Sale; Receivables;
- (b) income;
- (c) policy or policies of insurance;
- (d) compensation money in respect of any acquisition and requisition or nationalisation or takeover of the management of the issuer;
- (e) any other realisation whatsoever;

  Issuer	 Debenture Trustee
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and they shall, in the first place, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers and trusts under these presents, including their and the Receiver's remuneration as herein provided, and shall apply the residue of the said monies as under:

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FIRSTLY in or towards the payment of all the cost, charges and expenses incurred by the Trustee in realization of the dues and enforcement of the security;

SECONDLY in or towards payment to the Debentureholders pari passu of all arrears of interest including Default Interest (which shall be deemed to accrue due from day to day) remaining unpaid on the Debentures held by them;

THIRDLY, in or towards payment to the Debentureholders pari passu of all principal amounts owing on the Debentures held by them and whether the said principal amounts shall or shall not then be due and payable;

FOURTHLY towards payment to the Trustee for its fees;

FIFTHLY, the surplus (if any) of such monies to the persons entitled thereto; .




Provided that, if the Trustee are of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Debentures has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Debentureholders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which sum ultimately realised from the security may be sufficient to pay.

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11. POWER TO ACCUMULATE PROCEEDS OF SALE

If, the amount of the monies at any time apportionable under Clause 10 hereof shall be less than ten percent of the nominal amount of the Debentures then outstanding, the Trustee may, at their discretion, invest such monies in any one of the investments herein authorised with power from time to time at the like discretion to vary such investments and such investments with the resulting income thereof may be accumulated until the accumulations together with any other fund for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay ten percent of the

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12	NOTICE BEFORE PAYMENT

Debentures as shall be outstanding and the accumulations and funds shall be applied in the manner aforesaid.

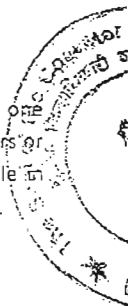
The Trustee shall give not less than 14 days' notice to the holders of the Debentures under Clauses 10 and 11 hereof and after the day so fixed the holders of each outstanding Debentures shall be entitled (subject to the provision in Clause 10 hereof) to interest on the balance only (if any) of the principal moneys due on such Debentures held by them after deducting the amount (if any) payable in respect of the principal thereof on the day so fixed.

13. MEMORANDUM OF PART SATISFACTION

Upon any payment under Clause 10 or Clause 11 above, not amounting to complete payment of all principal amounts and interest due thereon, the Debentures in respect of which payment is made shall be produced to the Trustee who shall cause a memorandum of the amount and date of payment to be endorsed thereon. The Trustee may, in their discretion, dispense with the production and endorsement of Debentures as aforesaid, in any special case upon such indemnity as the Trustee may think fit.

14. RECEIPT OF DEBENTUREHOLDERS

The receipt of each holder of the Debentures or if there be more than one holder of any such Debentures, then the receipt of any one of such holders or of the survivors of survivor for the principal monies and interest payable in respect of each of such Debenture shall be a good discharge to the Trustee.

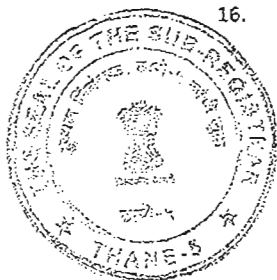





15. TRUSTS OF DEBENTURES NOT RECOGNISED

The Trustee shall not be affected by any notice express or implied of the right, title or claim of any person to such monies other than the Debentureholders.

16. SURRENDER OF DEBENTURES ON PAYMENT

Upon payment to the Debentureholders in full discharge of all principal moneys and interest due upon their Debentures, the Debentures shall be surrendered and delivered unto the Issuer with receipts in full discharge endorsed thereon and signed by the respective Debentureholders.



  Issuer	 Debenture Trustee
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17. FAILURE TO SURRENDER THE DEBENTURES

In the event of any holder of any Debentures not surrendering such Debenture which the issuer is ready to pay or satisfy in accordance with the terms of these presents, to the Issuer, within thirty days after the due date for redemption or payment of the amount secured thereby, the Issuer shall be at liberty to deposit in the no lien account in the name of the issuer for the purpose, an amount equal to the amount due to such Debentureholders in respect of such Debentures together with unclaimed interest thereon and upon such deposit being made subject to the condition that the monies deposited therein shall be withdrawn for settling the future claim of the Debentureholders, the Debentures which the Issuer is ready to pay or satisfy as aforesaid shall be deemed to have been paid off or satisfied in accordance with the provisions hereof. The Issuer agrees to furnish a confirmation from the bank that withdrawals from the no lien account shall be permitted only to meet the claims of the Debentureholders but inability to furnish such undertaking will not effect the Debentures deemed to be satisfied and paid herein.

18. POWER OF THE TRUSTEE TO INVEST UNCLAIMED AMOUNT

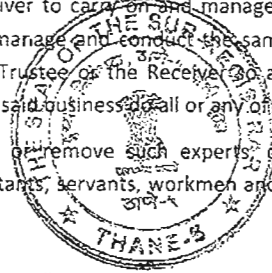
After provision for payment and satisfaction of the Debentures is made by the deposit in a bank as aforesaid, the Trustee may invest the same in any of the investments herein authorised.






19. TRUSTEE'S RIGHTS TO MANAGE THE MORTGAGED PROPERTIES/ COLLECT RECEIVABLES

On the happening of any Event of Default and upon the security hereby constituted or constituted under any other document, becoming enforceable and after the Trustee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale as mentioned in Clause 9 hereinabove, the Trustee may, if they shall think fit so to do but not otherwise, either themselves carry on and manage proceedings of encashment with regard to the Mortgaged Properties or any of them or collect Receivables or appoint a Receiver to carry on and manage the same and the Trustee or the Receiver may manage and conduct the same as they shall in their discretion think fit. The Trustee or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz.:-

- a. Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with



  ISSUER	 Debenture Trustee
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such salaries, wages or remuneration as the Trustee or the Receiver shall think proper;




Acquire and provide all materials and things as the Trustee or Receiver may consider necessary;

insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Trustee or the Receiver shall think fit;

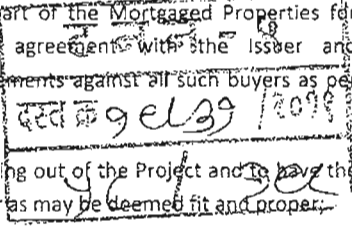
- d. Settle, arrange, compromise and submit to arbitration any account, claims, questions or dispute whatsoever which may arise in connection with the said business or the Mortgaged Properties or in any way relating to the security and execute, release or other discharges in relation thereto;
- e. Bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;
- f. Allow time for payment of any debt with or without security;
- g. Subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Trustee or the Receiver shall think fit;
- h. Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Issuer whether forming part of the charged assets or not and upon such terms as may seem expedient and either with or without payment or receipt of moneys for equality of exchange or otherwise;
- i. Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Properties and in particular, the terms of any concession or licences for the time being held;
- j. Execute and do all such acts, deeds and things as to the Trustee or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;

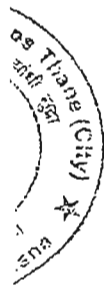
Takeover the Project and complete the construction by engaging contractor, labour and take all such act and deeds for the purpose;



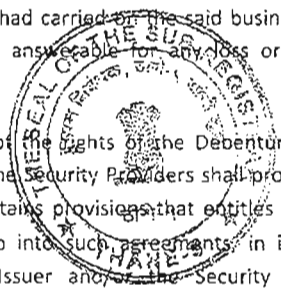
  Issuer	 Debenture Trustee
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- l. Enter into agreement for sale/sale deed in respect of Mortgaged Properties or any part thereof;
- m. Call upon the buyers to make payment of the balance money paid to the issuer in respect of such part of the Mortgaged Properties for which they had entered into agreements with the issuer and enforce/terminate the said agreements against all such buyers as per their terms;
- n. To collect all the Receivables arising out of the Project and to have the same appropriated in the manner as may be deemed fit and proper;
- o. To give instructions to the escrow agent/bank with respect to deposits pertaining to Receivables;
- p. To give instructions to the prospective purchasers with respect to the deposit of payment/s to be made to the Issuer in respect of the units/flats in the Project, in the Escrow Account with the escrow bank/agent;
- q. To change, amend, alter the instructions to the escrow bank with respect to the operation of the escrow account with the escrow bank;
- r. In general to do all other acts, deeds, matters and things in or about the Receivables arising out of the said Project either particularly or generally described as amply and effectually to all intents and purposes as if we could do in our own proper person in respect of the said Receivables.





The Trustee or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Properties as the Trustee/Receiver could do or cause to be done if the Trustee/Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business for the benefit of the Trustee without being answerable for any loss or damage which may happen thereby.



To facilitate the exercise of the rights of the Debenture Trustee under this Clause, the Issuer and/or the Security Providers shall procure that each of the Debenture Documents contains provisions that entitles (and not obliges) the Debenture Trustee to step into such agreements in its sole discretion, in substitution of the the Issuer and/or the Security Providers upon the occurrence of an Event of Default ("Step-in Covenant"). The Issuer and/or the Security Providers expressly agree to undertake to include the Step-in

  Issuer	 Debenture Trustee
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Covenant in all the Debenture Documents. The Issuer and/or the Security Providers hereby agree, undertake and acknowledge that the Step-in Covenants set out in this clause will be applicable *mutatis mutandis* in respect of the additional collateral.

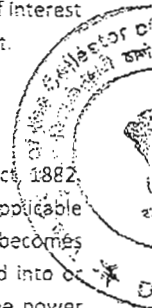
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20. POWER OF TRUSTEE TO BORROW

The Trustee, may with the consent in writing of the holder(s) of Debentures representing not less than 51% in value of the nominal amount of the Debentures for the time being outstanding or by a resolution duly passed at a meeting of the Debentureholders, convened in accordance with the provisions set out in the Fifth Schedule hereunder written, raise or borrow moneys on the security of the Mortgaged Properties or any part thereof ranking either in priority or *pari passu* or subsequent to these presents as the Trustee with such consent or sanction shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers duties or obligations of the Trustee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any mortgages or charges for the time being on the Mortgaged Properties or any part thereof or any costs charges and expenses which shall be incurred by the Trustee under or by virtue of these presents and the Trustee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Trustee shall think fit.

21. POWER OF TRUSTEE TO APPOINT RECEIVER

Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of law as may, for the time being, be applicable the Trustee, at any time after the security hereby constituted becomes enforceable and whether or not the Trustee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the power hereinbefore conferred upon the Trustee after such entry into or taking possession may, in writing, appoint any person including any Debentureholder as receiver (hereinafter called Receiver) or Receivers of the Mortgaged Properties or any part thereof and remove any Receiver or Receivers so appointed and appoint any such other person(s) in his or their stead and unless the Trustee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Trustee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Trustee after entering into or taking possession by the Trustee shall apply to a Receiver appointed before entering into or taking possession by the Trustee

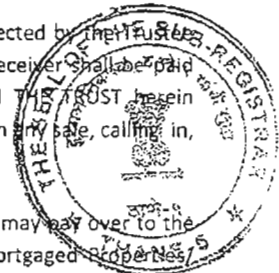





 Issuer	 Debenture Trustee
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and in particular such Receiver shall be deemed to be the agent of the Issuer which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver:-

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- (a) Appointment before or after possession: Such appointment may be made either before or after the Trustee shall have taken possession of the Mortgaged Properties/ control of the Receivables or any part thereof;
- (b) Receiver to be vested with powers by Trustee : Such Receiver may be vested by the Trustee with such powers and discretions including powers of management as the Trustee may think expedient;
- (c) Receiver to exercise powers vested in Trustee : Unless otherwise directed by the Trustee the Receiver shall have and may exercise all the powers and authorities vested in the Trustee;
- (d) Receiver to conform to regulations made by Trustee: The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Trustee from time to time;
- (e) Receiver's remuneration: The Trustee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Issuer alone shall be liable for the payment of such remuneration;
- (f) Receiver to give security: The Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given;
- (g) Receiver to pay the monies: Unless otherwise directed by the Trustee, all monies from time to time received by such Receiver shall be paid over to the Trustee to be held by them UPON TRUST herein declared of and concerning the monies arising from the sale, calling in, collection or conversion;
- (h) Trustee may pay monies to Receiver: The Trustee may pay over to the Receiver any monies constituting part of the Mortgaged Properties/ Receivables to the intent that the same may be applied for the purposes hereof by such Receiver and the Trustee may, from time to



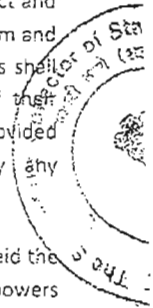
  Issuer	 Debenture Trustee
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determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

Receiver's power to borrow on Mortgaged Properties/ Receivables: Subject as provided herein the Receiver may for the purpose of carrying on the business of the Issuer mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the powers, authorities and discretions vested in him and for all or any of the purpose raise and borrow monies on the security of the Mortgaged Properties or any part thereof and/or on the security of the Receivables at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Trustee;




- (j) Receiver Agent of the Issuer: Every such Receiver shall be the agent of the Issuer, as the case may be, for all purposes and the Issuer alone shall be responsible for his acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Trustee and the Debentureholders shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver. Provided that the said Receiver shall remain liable to the Issuer for any misconduct;
- (k) Applicability of Transfer of Property Act, 1882: Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a Mortgagee or Receiver shall, so far as applicable, apply to such Receiver.



22. INVESTMENT OF CAPITAL MONIES



Subject to as aforesaid, the Trustee shall invest the net capital monies referred in Clause 10 hereof upon some or one of the investments hereinafter authorised or place the same upon deposit or in current account in the name of the Trustee with any Scheduled Bank or banks with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such investments for any of the purposes for

  Issuer	 Debenture Trustee
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which such proceeds are under these presents authorised to be expended ~~and~~ subject as aforesaid the Trustee shall stand possessed of the said investments UPON TRUST until the Power of Sale shall arise to pay the income thereof and any net monies in the nature of income arising to the Issuer and after the Power of Sale shall have arisen shall hold the said investments and monies and the income thereof respectively and the net monies in the nature of income UPON AND FOR THE TRUST and purposes hereinbefore expressed concerning the monies to arise from any sale, calling in, collection and conversion made as aforesaid. Provided Always that in default of such Power of Sale arising and after payment and satisfaction of all monies intended to be secured by these presents the said investment monies and income thereof and net monies last aforesaid shall be held in trust for the Issuer or its assigns.

23. AUTHORISED INVESTMENTS

Any monies which under the trust or powers herein contained ought to be invested by the Trustee may be invested in the name of the Trustee or under the legal control of the Trustee in any of investments by law authorised for the investment of trust moneys for the time being in force in India with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Trustee in a Scheduled Bank or banks.

24. POWER OF TRUSTEE UPON EXECUTION BEING LEVIED






In addition to the powers hereinbefore given, the Trustee may enter into or take possession of and hold or appoint a Receiver to take possession of and hold any part or parts of the Mortgaged Properties/Receivables which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Issuer or be otherwise in jeopardy and where a Receiver is appointed under this Clause the provisions of Clauses 17 and 19 hereof shall apply mutatis mutandis and the Trustee may at any time give up possession or discharge the Receiver.

25. TRUSTEE AND RECEIVER NOT LIABLE TO ACCOUNT AS MORTGAGEE'S IN POSSESSION

The Trustee shall not, nor shall any Receiver as aforesaid be liable by reason of the Trustee or such Receiver entering into or taking possession of the Mortgaged Properties or any part or parts thereof to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon



  Issuer	 Debenture Trustee
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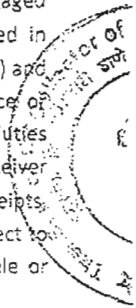
realisation or for any default or omission, done in the ordinary course of business for which a mortgagee-in-possession might be liable.

26. TRUSTEE MAY GIVE UP POSSESSION

if and when the Trustee shall have made an entry into or taken possession of the Mortgaged Properties under the powers conferred upon the Trustee by these presents, the Trustee, with the authority of a Resolution of the Debentureholders passed by the Holders of Debentures representing not less than 51% in value of the nominal amount of the Debentures for the time being outstanding at a meeting convened in accordance with the provisions set out in the Fifth Schedule hereunder written or with the consent in writing of the Holders of Debentures representing not less than 51% in value of the nominal amount of the Debentures for the time being outstanding, may at any time afterwards give up possession of the Mortgaged Properties or any of them or any part or parts thereof to the Issuer either unconditionally or upon such terms and conditions as may be specified in such resolution or consent.

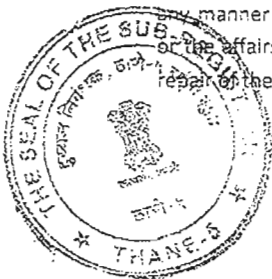
27. APPLICATION OF MONIES




The Trustee shall out of the monies received by the Trustee as mentioned in Clause 17 above and out of the rents, profits and income of the Mortgaged Properties, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the Receiver (if any) and in the management of the Mortgaged Properties or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Trustee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.



28. WHEN TRUSTEE MAY INTERFERE

Until the happening of any of the Events of Default the Trustee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Issuer or its business or the custody, care, preservation or repair of the Mortgaged Properties or any part thereof.



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29. REGISTER OF DEBENTUREHOLDERS

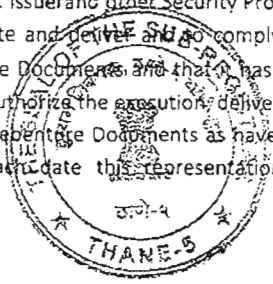
The register of Debentureholders containing necessary particulars shall be maintained by the Issuer at its registered office or any other place so permitted by law or a similar record as prescribed in relation to securities issued in dematerialized form shall be maintained by obtaining a download from the National Securities Depository Limited prior to the record date for payment of interest and / or redemption money. The Trustee and / or the Debentureholders or any of them or any other person shall, as provided in Section 94 of the Companies Act, 2013 be entitled to inspect the said Register / record and to take copies of or extracts from the same or any part thereof during usual business hours.

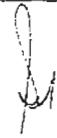


30. MORTGAGOR'S AND SECURITY PROVIDERS' COVENANTS

A. Representations and Warranties

The Issuer for and on behalf of itself and other Security Providers declares, represents and covenants as follows :-

- (i) The Security Providers, as the case may be are actively functional company/ies and the Security Providers' accounts for the last three (3) years have been prepared on a going concern basis, as the case may be. The Security Providers are in compliance with stipulations of the Act applicable to the each of them.
- (ii) The Security Providers confirm that Security Providers' annual return and Income-Tax return for the last three (3) years have duly been filed.
- (iii) The Issuer, other Security Providers are a duly organized and validly existing company incorporated under the meaning of the Companies Act, 1956 and has the power and authority to own its property and assets and to transact the business in which it is engaged or proposes to be engaged and to do all things necessary to consummate the transactions contemplated by Deed. Issuer and other Security Providers has the corporate power to execute and deliver and to comply with provisions of each of the Debenture Documents and that it has taken all necessary corporate actions to authorize the execution, delivery and performance by it of each of the Debenture Documents as have been executed and delivered as of each date this representation and warranty is made or deemed made.



  Issuer	 Debenture Trustee
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(iv) Promoters and the guarantors, who are individuals, are major, solvent and have sound mind.

(v) There is no violation of any of the terms and conditions in respect of the non-agricultural order dated March 4, 2009 in respect of the Project Land.

(vi) The issuer have the power and authority to do all things necessary or appropriate in relation to development or transfer of the Project and matters relating thereto.

(vii) Issuer/ Security Providers and each of the Promoters have received all consents required from their respective shareholders and from any other persons under any contract or similar arrangement for entering into the Debenture Documents and for creation and perfection of the Security Interest.

(viii) This Deed and the other Debenture Documents will, when executed, constitute legal, valid, and binding Obligations of the issuer/ Security Providers enforceable in accordance with their respective terms and law and would be so treated in the courts and/or tribunals of India and this Deed and the other Debenture Documents are in proper form for their respective enforcement in such courts.

(ix) The entry into and performance of this Deed and the other Debenture Documents by the Issuer / Security Providers and the transactions contemplated hereby and thereby do not and will not violate, conflict with or result in a breach of:




(a) any Applicable Law;

(b) any agreement or document including any mortgage, trust deed, arrangement, obligation or duty to which the Issuer/Security Providers is/ are a party to or by which it may be bound; and

(c) Constitutional documents, including the memorandum of association and articles of association, of the Issuer/ Security Providers.

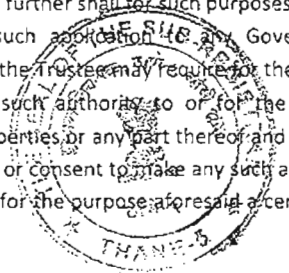
All Approvals requisite for execution, delivery and performance of the Debenture Documents have been procured and are in full force and effect and shall continue to be so until the Final Settlement Date.

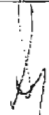




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- (xi) The Mortgaged Properties and the Receivables herebefore expressed to be granted, conveyed, assigned, and assured are the property of the Issuer and are not subject to any lis-pendens, attachment or other process issued by any court of other authority.
- (xii) That notwithstanding anything to the contrary done or executed or omitted to be done or executed or knowingly suffered to the contrary the Issuer now has power to grant, convey, transfer assure and assign unto the Trustee, Mortgaged Properties and the Receivables.
- (xiii) That it shall be lawful for the Trustee upon entering into or taking possession under the provisions herein contained, of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without interruption or disturbance by the Issuer or any other person or persons claiming by, through, under or in trust for Issuer and that freed and discharged from or otherwise by the Issuer sufficiently indemnified against all encumbrances and demands whatsoever.
- (xiv) That the Issuer shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee may reasonably require for exercising the rights under these presents and the Debentures or for effectuating and completing the security intended to be hereby created and shall from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurance, acts, and things as the Trustee may require for facilitating realisation of the Mortgaged Properties/ Receivables and for exercising all the powers, authorities and discretions hereby conferred on the Trustee or any Receiver and in particular the Issuer shall execute all transfers, conveyances, assignments and assurance of the Mortgaged Properties whether to the Trustee or to their nominees and shall give all notices and directions which the Trustee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall for such purposes or any of them make or consent to such application to any Governmental Authority or local authority as the Trustee may require for the consent, sanction or authorisation of such authority so or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Trustee to make or consent to make any such application in the name of the Issuer and for the purpose aforesaid a certificate in

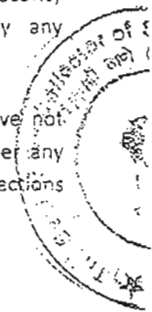




  Issuer	 Debenture Trustee
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writing signed by the Trustee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

- (xv) The Security Providers shall ensure to furnish to the Trustee copies of documents in support of creation of complete security as stipulated and furnish a suitable letter to the effect that complete security as stipulated has been created.
- (xvi) Additional security to meet shortfall if the Trustee and the Debentureholder(s)/beneficial owner(s) are of the opinion that at any time during the subsistence of this Deed the security provided by the Security Providers has become inadequate to cover the outstanding Obligations of Debentures, the Security Providers shall provide and furnish to the Debenture Trustee to their satisfaction such additional security for maintaining a stipulated minimum security cover of 1.6 times of the outstanding Obligations togetherwith interest and other charges as may be acceptable to the Debenture Trustee to cover such deficiency.
- (xvii) The Issuer/Security Providers, as the case may be, have not appointed any person as a director on its Board of Directors who is a wilful defaulter in terms of the parameters determined by / guidelines of, the Reserve Bank of India (RBI) from time to time. The Issuer/ Security Providers have not been declared as wilful defaulter by any bank/financial Institution.
- (xviii) The Mortgaged Properties are not benami properties and have not been acquired and/or transferred in favour of the issuer under any benami transaction as defined under the Benami Transactions (Prohibition) Act, 1988 as amended.
- (xix) The Issuer hereby confirms:
 - a. The Debenture Trustee, "ipso facto" do not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures;
 - b. The Issuer confirms that all necessary disclosures have been made in the Disclosure Document including but not limited to statutory and other regulatory disclosures. Debentureholders should carefully read and note the contents of the Disclosure



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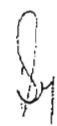
Document. Each prospective investor should make its own independent assessment of the merit of the investment in Debentures and the issuer. Prospective Debentureholders should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures.

- (xx) All Authorisations required or desirable for Issuer/ Security Providers (as applicable):
- a) to enable it to lawfully enter into, exercise its rights and comply with its obligations in the Debenture Documents to which it is a party;
 - b) to enable it to carry on its business as it is being conducted from time to time, including all authorisations required in relation to the Project and the Secured Assets;
 - c) to make the Debenture Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
 - d) to enable it to create the Security Interest to be created by it pursuant to any Debenture Document and to ensure that such Security Interest has the priority and ranking it is expressed to have;

have been complied with.



- (xxi) No Authorisations, other than those already obtained and which are in full force and effect, are required in connection with the execution, delivery and performance by the Issuer / Security Providers of any of the Debenture Documents.
- (xxii) Other than as disclosed in the Disclosure Document, all authorisations required in relation to the construction and development of the Project required to be obtained, including all buildings plan approvals, sanctions, commencement certificate for construction, have been received by the Issuer under Applicable Law and the same are in full force and effect.
- (xxiii) All authorizations from, and notices or filings with, any Governmental Authority or other authority that are necessary or desirable to be obtained or made by the Issuer under Applicable Law for owning, constructing and developing the Project have been obtained or made

  Issuer	 Debenture Trustee
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(as the case may be) and are in full force and effect and all conditions of each such authorization have been complied with.

(xxiv) The Issuer are in compliance in all respects with all Applicable Law (including all Environmental Law, health and municipal law) and there are no Environmental Claims initiated or pending against the Issuer or any other Security Provider, as the case may be, in relation to the Project or any part thereof.

(xxv) Issuer / Security Providers are in compliance with good corporate governance and corporate secretarial practices, and the remuneration paid to its directors is in compliance with the limits prescribed under the Act.

(xxvi) The Issuer and the Security Providers have not, since the date of their incorporation, been subject to (nor are they currently subject to) any investigation, audit or visit by any Governmental Authority (including any taxation authority).

(xxvii) All transactions entered into by the Issuer in relation to the Project are bona fide transactions.

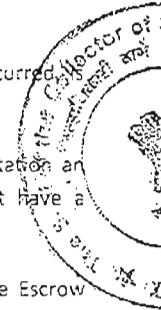
(xxviii) The Issuer/ Security Providers have not entered into any transaction or arrangement with any Person motivated by fraudulent considerations or personal motive.




(xxix) No Event of Default or a Potential Event of Default has occurred, continuing or might reasonably be expected to occur.

(xxx) No event, condition or circumstance (including without limitation an event of force majeure) has occurred which has or might have a material adverse effect.

(xxxi) The deposit of the Receivables from the sold units into the Escrow Account in accordance with the Debenture Documents will not violate any agreement or undertaking signed by the Issuer.

(xxxii) No Default is continuing or will result from the issuance of the Debentures by the issuer/ Security Providers to the Debentureholders or the occurrence of the Series I Date of Allotment or the entry into the Debenture Documents by the Issuer/ Security Providers.



  ISSUER	 Debenture Trustee
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- (xxxiii) No other event or circumstance is outstanding which constitutes or will constitute a Default under any Debenture Document or a default under any contract which is binding on the Issuer/ Security Providers.
- (xxxiv) All factual information provided by the Issuer / Security Providers, whether on its own behalf or on behalf of any other Security Providers in connection with the Debenture Documents was true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading in any respect.
- (xxxv) Any financial projections contained in the Disclosure Document have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- (xxxvi) Nothing has occurred or has been omitted from the factual information and no information has been given or withheld that results in the information provided by or on behalf of Issuer being untrue or misleading in any respect.
- (xxxvii) The financial statements of the Issuer/ Security Providers for the Financial Year, have been prepared in accordance with the GAAP consistently applied and represent true and fair indication of the financial position of the Issuer / Security Providers at the date of such statements.
- (xxxviii) The original financial statements and the most recent financial statements fairly represent its financial condition and operations as at the end of and for the relevant Financial Year.
- (xxxix) As at the date of its most recent financial statements, Issuer / Security Providers (which is an entity) did not have any indebtedness (whether arising under contract or otherwise and regardless of whether or not contingent, save and except as disclosed to Debenture Trustee and reflected thereon).
- (xl) There has been no material adverse change in Issuer's / Security Providers' business or financial condition (or the business or consolidated financial condition of the Group) since the submission of the original financial statements.
- (xli) Except as reflected in the financial statements delivered, there is no liability or obligation with respect to the Issuer any nature whatsoever (whether absolute, contingent, accrued or otherwise and whether or

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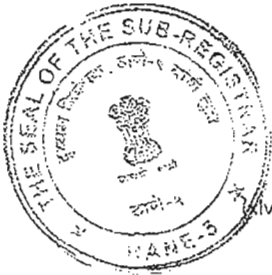
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not due and including liabilities towards any Taxes or in respect of the costs incurred/work done for the Project).

Each of the Debenture Documents executed is and those to be executed will, when executed, be in proper legal form under Applicable law for the enforcement thereof and all the authorisations required have been or will be obtained in accordance with the Applicable Laws.

- (xliii) The documents provided to the Debenture Trustee pursuant to the Debenture Documents are true, complete, and accurate and in full force and effect, in each case as on the date any such documents were provided to the Debenture Trustee.
- (xiv) Any certified copy of a document provided to the Debenture Trustee pursuant to the Debenture Documents is a true, complete and accurate copy of the original document and the original document was in full force and effect, in each case as at the date any such document is provided to the Debenture Trustee.
- (xiv) All representations and warranties made by the parties to, and in, the Debenture Documents are true and correct.
- (xvi) The issuer are not, and has never been, engaged/involved in any business or activity other than the construction and development of Project.
- (xvii) The provisions of the Debenture Documents are effective to create for the benefit of the Debenture Trustee, in accordance with Applicable Law, a legal, valid and enforceable Security Interest on or in all of the Mortgaged Properties and other assets and all necessary and appropriate recordings and filings have been made in all necessary and appropriate public offices, and all other necessary and appropriate action has been taken, so that the Security Interest created in favour of the Debenture Trustee by each Debenture Document constitutes or will constitute a perfected first ranking exclusive charge and registered Mortgage on all right, title and interest of the Issuer in and to the Mortgaged Properties and other assets, free of all other encumbrances except the permitted encumbrances.
- (xviii) The Issuer/ Security Providers certify that all registrations, recordings, filings and notarisations of any Debenture Documents and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made



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by the Issuer / Security Providers which is necessary and as and when applicable and required to ensure the legality, validity, enforceability or admissibility in evidence of the Debenture Documents have been or shall be made.

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(xlix) As of the execution, other than as disclosed in the Disclosure Document, no actions, suits or proceedings have been initiated or are pending or threatened in writing, with respect to Issuer and any of the Security Providers in relation to its ability to perform its obligations under the Debenture Documents and/or the Mortgaged Properties or any transactions contemplated thereby or affecting any authorisations or the Mortgaged Properties. On and from the execution date, the Issuer / Security Providers shall not initiate any disputes, actions, suits, litigation, arbitration or proceedings which has or might have a material adverse effect.

(i) The Project or any portion thereof is not the subject matter of any lis pendens, disputes, revenue proceedings or investigations before any Governmental Authority, not are there are any stamp duty proceedings, property tax proceedings, proceedings before the labour court, or arbitration, in relation to any claims, easement, license, lease, encroachments, dispute relating to boundary, prior agreements, pre-emption, reservation, road-widening, set back or set forward or any third party claims, demands, attachment, any proceedings under urban land ceiling legislations, any acquisition or requisition proceedings, initiated / pending / disposed of, under any law and no notices have been issued by any Governmental Authorities in relation to the Project or any portion thereof.

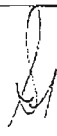


(ii) There are no proceedings for the winding-up or insolvency or reorganization of the Issuer / Security Providers, as the case may be, which have been initiated or are pending.

(iii) Issuer and each of the Security Providers are solvent and has the necessary funds to carry on their business, including for the construction, development, completion and handover of the Project.

(liii) Issuer / Security Providers have complied in all respects with all taxation laws, in all jurisdictions in which they are subject to taxation and have filed all tax returns and paid all Taxes due and payable by them.

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(liv) No material adverse tax assessments, charges, or penalties have been assessed on the Issuer/ Security Providers and there are no proceedings ongoing with the tax authorities regarding such assessments, penalties or charges.

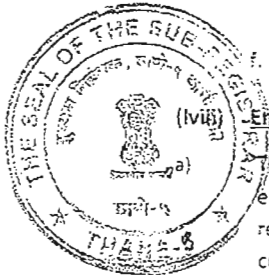
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The Issuer/ Security Providers have correctly computed its income and disclosed it to the ITA in the original Income - tax returns filed and discharged applicable income - tax (including interest and penalty) thereon.

(lvi) The Issuer/ Security Providers have no pending or open direct (income tax) or indirect tax related (Goods and Service Tax) liability or disputes / litigations as on date. No assessments have been initiated or completed by the Goods and Service Tax authorities for the Issuer/ Security Providers till date.




(lvii) The Issuer/ Security Providers confirm that none of the directors of the Issuer/ Security Providers or any of the Promoters:

- a. have been included in the Export Credit Guarantee Corporation of India Limited's caution list/specific approval list;
- b. have been included in the RBI's defaulter list/caution list;
- c. have been included in the TransUnion CIBIL Limited (CIBIL) defaulter list or SEBI's defaulter list;
- d. have been included in the defaulters list under the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (COFEPOSA);
- e. have defaulted under any loan agreement/ financial assistance documents entered into by such director; and
- f. have been disqualified under Section 164 of the Act.



Environmental Compliance

(lviii) The Issuer have performed and observed all environmental laws, environmental permits and all other covenants, conditions, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release or discharge of any toxic or hazardous substance in connection with any real property which is or was at any time owned, leased or occupied by it or on which it has conducted any activity where failure to do so might result

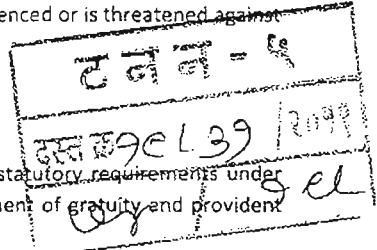
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in such release or discharge.

- b) No environmental claim has been commenced or is threatened against any Issuer or against the Project.

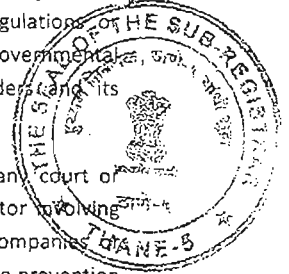
(lix) Labour Laws

The Issuer are in compliance with the statutory requirements under labour laws and laws in relation to payment of gratuity and provident fund.






(lx) Anti-money laundering

- a) Neither the Security Providers nor its Affiliates or associate companies or group companies have engaged in: (a) corrupt practices, fraudulent practices, or other illegal practices in connection with their business and operations, (b) money laundering or act in breach of any Anti-Corruption and Anti-Money Laundering Laws or any other Applicable Law relating to money laundering; or (c) the Financing of Terrorism;
- b) The commercial operations of the Security Providers and its Affiliates or associate companies or group companies are and have been conducted at all times in compliance with: (a) all applicable financial record keeping and reporting requirements; (b) all laws in relation to the prevention of money laundering in India and of all jurisdictions in which the Security Providers and its Affiliates or associate companies or group companies conduct their business, the rules and regulations thereunder; and (iii) any related or similar rules, regulations, guidelines, issued, administered or enforced by any Governmental Authority having jurisdiction over the Security Providers and its Affiliates or associate companies or group companies.
- c) There are no action, suit or proceeding by or before any court or Governmental Authority, agency or body or any arbitrator involving the Security Providers and its Affiliates or associate companies or group companies, with respect to all laws in relation to the prevention of Money Laundering, pending and no such actions, suits or proceedings are threatened or contemplated.



(lxi) True and Complete Disclosure

All information furnished by the Security Providers to the Debenture Trustee in connection with the sanction of the facility by way of subscription of Debentures, whether prior to the date of this Deed or

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Contemporaneously with the execution of this Deed as part of Debenture Documents and all information hereafter furnished, is and will be true, accurate and complete in all respects as on the date on which such information is dated or certified and is not, and will not be misleading in any respect.

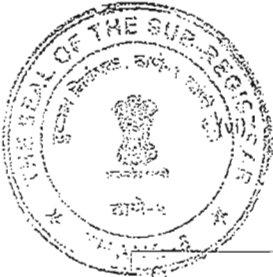
(ixii) The Issuer and/or the Security Providers are domiciled in India and all their respective Directors are Resident Indian and to its knowledge it has not committed any breach of the Foreign Account Tax Compliance Act (FATCA) or received any notice or ever convicted/punished under FATCA.

B. Affirmative Covenants

The Issuer for itself and on behalf of the other Security Providers hereby covenant with the Trustee that they will at all times during the continuance of this Security Interest (except as may otherwise be previously agreed in writing by the Trustee) :-

- (i) Carry on and conduct its business - with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel and inform the Trustee of any change in the nature of conduct of its business;
- (ii) diligently preserve its corporate existence (as applicable) and status and all rights, contracts, privileges and concessions now held hereafter acquired by it in the conduct of its business;
- (iii) not do or voluntarily suffer or permit to be done any act or omission whereby its right to transact its business might or could be terminated or whereby payment of any Obligations or any other amounts in relation to the Debentures may be hindered or delayed;
- (iv) Utilise the monies received from subscription of the Debentures for the purpose as set out in this Deed;
- (v) Procure and furnish to the Trustee a certificate from the Security Providers's Auditor or Charter Accountant acceptable to the Trustee in respect of the utilisation of funds raised by the issue of the Debentures within 30 (thirty) days of the receipt of the funds;

Maintain and keep in proper order, repair and in good condition the Mortgaged Properties. In case the Security Providers fails to keep in




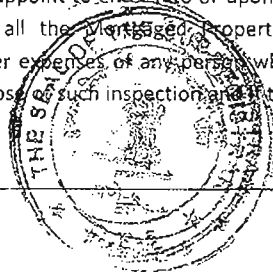
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proper order, repair and in good condition the Mortgaged Properties of any part thereof, then, in such case, the Trustee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Trustee and their costs and charges therefor shall be reimbursed by the Security Providers;

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- (vii) Keep proper books of account as required by the Companies Act, 2013 and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Security Providers and keep the said books of account and all other books, registers and other documents relating to the affairs of the Security Providers at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Security Providers will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Security Providers shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for the purpose, appoint;
- (viii) Give to the Trustee or to such person or persons as aforesaid, in event of default, such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Security Providers and at the time of the issue thereof to the Shareholders of the Security Providers furnish to the Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the Shareholders and the Trustee shall be entitled, if they think fit, from time to time, to nominate a firm of chartered accountants to examine the books of account, documents and property of the Security Providers or any part thereof and to investigate the affairs thereof and the Security Providers shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;
- (ix) Permit the Trustee and such person, as they shall, from time to time in writing for that purpose appoint to enter into or upon and to view the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Trustee may depute for the purpose of such inspection and the Trustee shall,

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for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert;

Punctually pay all undisputed rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Security Providers as and when the same shall become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Security Providers in respect of or any part of the Mortgaged Properties;

(xi) Forthwith give notice in writing to the Trustee of commencement of any proceedings directly affecting the Mortgaged Properties/Receivables;

(xii) Duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 1956 and/ or Companies Act, 2013 and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Security Providers' Memorandum and Articles of Association or constitutional documents;

(xiii) Diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Properties/Receivables or any part thereof PROVIDED THAT the Security Providers may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security of the Debentures is not thereby materially endangered or impaired. The Security Providers will not do or voluntarily suffer or permit to be done



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any act or thing whereby its right to transact its business might or would be terminated or whereby payment of the principal or interest on the Debentures might or would be hindered or delayed;

- (xiv) Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Security Providers may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Security Providers failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Security Providers shall reimburse the same to the Trustee on demand;
- (xv) Reimburse all sums paid or expenses incurred by the Trustee or any Receiver, Attorney, Manager, Agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf. All such sums shall carry interest at the rate of 2.00% per annum from the date when the same shall have been paid or become payable or due and as regards liabilities, the Security Providers will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under this Clause shall be paid by the Trustee the Security Providers shall, forthwith on demand, reimburse the same to the Trustee. Until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties in priority to the charge securing the Debentures;
- (xvi) Promptly inform the Trustee if it has notice of any application for insolvency having been made or any statutory notice of insolvency under the Insolvency and Bankruptcy Code, 2016 or otherwise of any suit or other legal process intended to be filed or initiated against the Security Providers and/affecting the title to the Security Providers' properties or if a receiver is appointed of any of its properties or business or undertaking;
- (xvii) Promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Security Providers' profits, or business and of any material changes in the rate of production or sales of the Security Providers with an explanation of the reasons therefor.



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(xviii) Promptly inform the Trustee of any loss or damage which the Security Providers may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Security Providers may not have insured its properties;

(xix) shall furnish quarterly report to the Trustee containing the following particulars:




- a. Updated list of the names and addresses of the Debentureholders;
- b. Details of the interest due, but unpaid and reasons thereof;
- c. The number and nature of grievances received from the Debentureholders and resolved by the Security Providers and unresolved by the Issuer and the reason for the same;
- d. A statement that those assets of the Security Providers which are available by way of security are sufficient to discharge the claims of the Debentureholders as and when they become due;
- e. any breach of the terms of issue of Debentures or covenants of this Deed or the Debenture Documents;
- f. Any other information as may be required by Trustee;

(xx) The Issuer shall submit the following disclosures to the Trustee at the time of/ upon allotment of the Debentures:

- a. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
- b. Copy of last three years' audited Annual Reports;
- c. Statement containing particulars of, dates of, and parties to, all material contracts and agreements;
- d. Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;

Relevant resolution passed by the Board of Directors and share holders of the Issuer;



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unit as defaulter in such manner and through such medium as a Debentureholder or the Trustee or RBI may in its absolute discretion think fit;

- (xxvii) The Security Providers shall inform the trustee about change in composition of the Board of Directors of the Security Providers, as the case may be;
- (xxviii) The Issuer shall promptly inform the Trustee about any change in the nature of and conduct of business by the company before such change;
- (xxix) The Issuer shall develop the Project as per the requisite approvals/permissions and/or license;
- (xxx) The Issuer will not and ensure that Security Providers will not appoint any person as a director on its board, who is a wilful defaulter in terms of the parameters determined by / guidelines of, the Reserve Bank of India (RBI) from time to time;
- (xxxi) Upon occurrence of an Event of Default, the Security Providers shall take all the steps, as may be advised by the Debenture Trustee, for the transfer of the approvals, permissions, license ect to the Debenture Trustee or the person nominated by the Debenture Trustee;
- (xxxii) At any time, including upon the occurrence of a Default, upon the request of the Debenture Trustee, the Security Providers shall provide the Debenture Trustee and any of its representatives, professional advisers and contractors with access to and permit inspection by them of the assets, premises, books and records of the Security Providers during the normal business hours of a Business Day;
- (xxxiii) Anti-Money Laundering laws and standards

- a) The Security Providers shall not (and none of its Affiliates or associate companies or group companies shall): (I) engage in corrupt practices, fraudulent practices, or other illegal practices in connection with their business and operations, or (II) engage in money laundering or act in breach of any Anti-Corruption and Anti- Money Laundering Laws or any other Applicable Law relating to money laundering; or (III) engage in the Financing of Terrorism.

The Security Providers (and all its Affiliates or associate companies or group companies) shall: (A) comply with all Anti-Corruption and Anti-Money Laundering Laws and any law pertaining to combating Financing



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of Terrorism and obtain all Authorisations required in connection thereto under Applicable Law; (B) take all steps in anticipation of known or expected future changes to or obligations under all Anti-Corruption and Anti -Money Laundering Laws and combating the Financing of Terrorism laws in accordance with Applicable Law; and (C) comply with the standards pertaining to Anti- Corruption and Anti-Money Laundering Laws and combating the Financing of Terrorism.

- c) The Security Providers shall comply with all provisions of the Prevention of Money Laundering Act, 2002 and any appending RBI circulars, as amended from time to time.

(xxxiv) **Rehabilitation & Resettlement Plan (R&R Plan)**

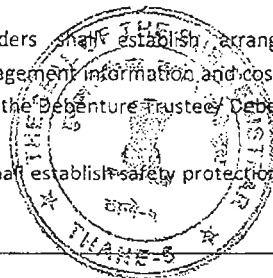
The Security Providers shall implement R & R Plan, as may be required by any of the Governmental Authority concerned for rehabilitation and resettlement for the project affected people.



(xxxv) **Environment, Health Safety & Social Requirements**

- a) The Issuer shall develop the Project in compliance with Environmental Law. The Issuer shall, at all times during the tenure of the Debentures comply with environmental, health, safety and social (EHSS) requirements specified below:

1. Ensure compliance with provisions of all Applicable Law and the relevant Approvals issued thereunder, and maintenance of documents to be able to demonstrate compliance with the same;
2. Ensure compliance with all conditions stipulated in the State and Central environmental clearances;
3. Provide the requisite information and access to conduct periodical Environmental & Social Monitoring and Review (ESMR). The fees of such consultant shall be borne by the Security Providers;
4. Forward copies of any relevant internal or consultant's reports or annual reports on the environmental status and performance of the operations;
5. The Security Providers shall establish arrangements for its accounting and management information and cost control systems to the satisfaction of the Debenture Trustee/ Debentureholders.

- (xxxvi) The Security Providers shall establish safety protections/environmental



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protections and procedures and shall review such safety/environment
 protections and procedures upon request of the Debenture Trustee/
 Debentureholders and shall arrange for carrying out safety
 /environment audit through a competent firm to be finalized in
 consultation with the Debenture Trustee/ Debentureholders and shall
 comply with the recommendations set out in their report.

(xxxvii) The Security Providers shall provide the details of the loans/financial
 assistance availed by any of them and by their group
 company/subsidiary and associates from banks/non-banking finance
 company or any other person along with the details of the security if
 any, offered to secure such financial assistance. The Security Providers
 shall furnish the loan/security documents of all such borrowings.

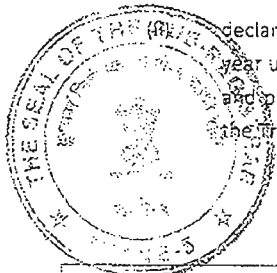
(xxxviii) The Oligors shall ensure that all the documents pertaining to the
 monies borrowed from any person other than bank/financial institution
 shall be amended to the satisfaction of the Debenture Trustee/
 Debentureholders.




C. Negative Covenants

The issuer for itself and for and on behalf of other Security Providers hereby
 covenants with the Trustee that during the continuance of the Debentures,
 they shall not without the prior written consent of the Trustee:-

(i) pull down or remove any building or structure (except any temporary
 structure) on the lands for the time being forming part of the
 Mortgaged Properties or the fixed plant or machinery or any fixtures or
 fittings annexed to the same or any of them without the previous
 consent in writing of the Trustee except in the ordinary course of repair
 and maintenance or improvement or replacement or otherwise in the
 course of and for the purposes of carrying on the business of the
 Security Providers and the Security Providers will in such case forthwith
 restore or procure to be restored such building, structure, plant,
 machinery, fixtures or fittings as the case may be, or replace the same
 or procure the same to be replaced by others of a similar nature and of
 at least equal value;

declare or pay any dividend to its shareholders during any financial
 year unless it has paid the instalment of principal and interest then due
 and payable on the Debentures, or has made provision satisfactory to
 the Trustee for making such payment;

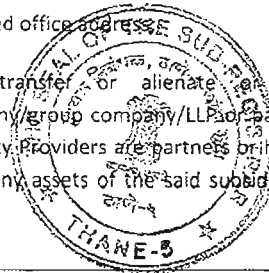


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- (iii) sell or dispose of or assign the Mortgaged Properties or Receivables other than in the manner provided in this Deed or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the Mortgaged Properties and all parts thereof shall remain and continue to remain free from any further encumbrances whatsoever during the continuance of these presents;
- (iv) undertake any new project, diversification, modernisation or expansion project involving substantial outlay of funds in case of event of default to the Debentureholders.
- (v) create any subsidiary or permit any Security Providers to become its subsidiary, only in case it results in substantial outlay of funds and there exists an Event of Default to the Debentureholders;
- (vi) Undertake additional liability/liabilities or contract any other financial obligation in any form except in the ordinary course of business;
- (vii) undertake or permit any merger, consolidation, reorganisation scheme or arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction;
- (viii) effect any transfer of business or any part thereof;
- (ix) effect any change, whether directly or indirectly, in the legal or beneficial ownership or control or management;
- (x) alter the Memorandum and Articles of Association/ constitutional document, as the case may be;
- (xi) create further charge, encumbrance, sell dispose off or otherwise deal with in any manner whatsoever in the Project Land, the Project, Receivables and/or other Mortgaged Properties, save and except provided herein;
- (xii) change its directors or constitution of its Board;
- (xiii) change its name or registered office address;
- (xiv) sell or encumber or transfer or alienate any of its subsidiary/associate company/group company/LLP or partnership firm (where the Issuer or Security Providers are partners or hold any direct or interest) or dispose of any assets of the said subsidiary/ associate



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company/group company/LLP or partnership firm (where the issuer or Security Providers are partners or hold any direct or interest) except in the ordinary course of business;

- (xv) appoint a person as its director who has been identified as a wilful defaulter by any bank or financial institution as per the parameters determined by the Reserve Bank of India (RBI) from time to time. If any such person is already a director of the Issuer / Security Providers, the Issuer / Security Providers shall remove or cause to remove such person as a director;
- (xvi) change the Project;
- (xvii) pass any resolution for its voluntarily winding up or insolvency or suffer any winding up or insolvency;
- (xviii) make any reference and ensure that Security Providers do not make any reference, (i) to the National Company Law Tribunal (NCLT) or under any other Applicable Laws which may restrict the enforcement of agreement/contracts against the Issuer/ Security Providers. The Issuer/ Security Providers shall inform the Debenture Trustee of any such move of the Security Providers immediately becoming aware of the same;
- (xix) issue fresh capital (equity or quasi equity) or buy back its shares or redeem preference shares
- (xx) borrow & investment any money for the Project, exceeding bank loan amount approved and agreed in the Debenture Documents as agreed in the Business Plan
- (xxi) Abandon the Project or stop construction on the Project or undertake any new project or carry out any expansion with respect to any of the existing projects;
- (xxii) Commence or settle material litigation;
- (xxiii) Enter into any material transactions between the issuer and its Shareholders or any related party of any Shareholder;
- (xxiv) Make any change in any significant accounting, taxation policies, or the appointment, replacement, removal and remuneration of the statutory auditor of the Issuer;

Director
 of
 Debenture
 Trustee

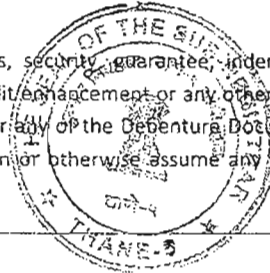
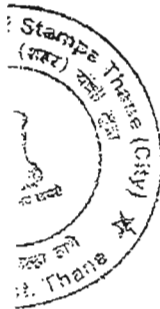



<p>Issuer</p>	<p>Debenture Trustee</p>
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- (xxv) Make any agreements, commitments, ~~indebtedness~~ (including guarantees) and capital expenditure ~~outside of an approved budget~~, outside ordinary course of business and/or above an agreed amount. Make any licensing of key intellectual property to any third party;
- (xxvi) transfer / sale any units of the Project, including, sale at a price less than the minimum selling price as agreed upon by the Issuer;
- (xxvii) enter or permit entering into a single transaction or a series of transactions (whether related or not) and, whether voluntary or involuntary, to sell, lease, transfer or otherwise dispose of any part of its assets or any undertaking, including the Mortgaged Properties or any rights or interest therein except, other than as contemplated under the relevant Business Plan or the Debenture Documents or in the ordinary course of its business or pursuant to any written approval given by the Debenture Trustee;
- (xxviii) make any payments to any Person directly or indirectly under the Control of the Promoters or any Relative or affiliate of the Promoters or any Group entity (other than in accordance with the terms of the Escrow Agreement);
- (xxix) route the Receivables (part or full) through any account other than the designated Escrow Accounts;
- (xxx) reduce, return, purchase, repay, cancel or redeem or buy back any of their share capital or any securities (other than the Debentures);
- (xxxii) alter its share capital, participation rights and/or profit sharing percentages (including by way of inter alia issuance of equity shares, convertible securities, secondary transfer);
- (xxxiii) engage or involve in or carry out or commence any business or activity other than the construction and development of the relevant Project;
- (xxxiii) create or acquire any new subsidiary or permit any company to become its subsidiary or invest in, or advance any monies to, any other entity which investment or advance is not part of the relevant Business Plan;
- (xxxiv) give any loans, advances, security, guarantee, indemnity, pledge of securities/movables, credit enhancement or any other form of support (except as required under any of the Debenture Documents) to or for the benefit of any Person or otherwise assume any liability, whether

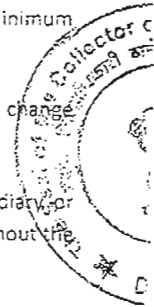





  Issuer	 Debenture Trustee
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actual or contingent, in respect of any obligation of any Person or issue any bank guarantees or letters of credit to any Person, or incur any form of financial indebtedness other than as permitted under the Debenture Documents save and except in the ordinary course of business;

- (xxxv) allow, permit or register creation of any Security interest over its shares except in accordance with the Debenture Documents;
- (xxxvi) undertake any activity pursuant to which it may be treated as a 'non-banking finance company' or a 'core investment company' under the rules and regulations notified by the RBI;
- (xxxvii) cause rematerialisation of the Debentures except as provided in this Deed;
- (xxxviii) change its statutory auditors or make any change in its accounting policies or practices or change its Financial Year;
- (xxxix) not purchase any land or make any advances to any other entity, other than in relation to the Project and in accordance with the Business Plan;
- (xl) sell any unit or assets forming part of the Project in a manner which violates the provisions of the Debenture Documents;
- (xli) sell any unit forming part of the Project for less than the "Minimum Selling Price" for the Project;
- (xlii) terminate, amend, change or modify, or allow any amendment, change or modification of, any of the Project Documents;
- (xliii) make any amendments to, or establish or acquire any subsidiary, or invest in any other entity or deviate from the Business Plan without the prior written consent of the Debenture Trustee;
- (xliv) grant/assign/transfer/convey any FSI (including any additional FSI) or transfer any development rights in relation to or arising out of the Mortgaged Properties to any Person.



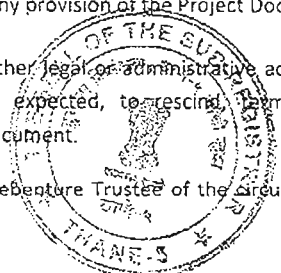
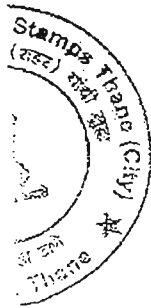
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D. PROJECT RELATED COVENANTS

I. THE PROJECT

- (i) The Issuer shall implement the Project within the overall Project Cost, in accordance with the financing plan and within the time period stipulated in this Deed/in construction program approved by the Debenture Trustee.
- (ii) The Issuer shall not carry out any change in the nature or configuration of the Project without the prior written consent of the Trustee/Debentureholder which is likely to create an impact on the Security Interest, in the nature or scope of the Project, approved building plans or master plan. The Issuer shall promptly notify the Trustee/Debentureholders of any proposed change in the nature or scope of the Project and of any event or condition which might materially and adversely affect or delay completion of the Project or result in substantial overrun in the original estimate of the Project Cost. Any proposed change in the nature or scope of the Project shall not be implemented or funds committed there for without the prior approval of the Trustee/Debentureholder;
- (iii) The Issuer shall not without the prior approval of the Debenture Trustee in writing:
 - a) take any action to cancel or terminate any Project Document;
 - b) accept or consent to the termination, suspension or cancellation of any of the Project Document;
 - c) sell, assign or otherwise dispose of any part of its interest in any of the Project Documents;
 - d) waive any default or breach, fail to enforce, forgo or release any right, interest or entitlement, howsoever arising or vary or agree to the variation in any way of any provision of any Project Document or of the performance by any Person under any such Project Document;
 - e) amend, supplement or modify any provision of the Project Documents;
 - f) petition, request or take any other legal or administrative action that seeks, or may reasonably be expected, to rescind, terminate or suspend any material Project Document.
- (iv) The Issuer shall promptly inform the Debenture Trustee of the circumstances



<p>Issuer</p>	<p>Debenture Trustee</p>
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and conditions which are likely to disable the issuer from implementing the Project or which are likely to delay its completion or compel the issuer to abandon the same.

The Issuer shall permit the Debenture Trustee to conduct periodic reviews of the Project and the Issuer shall provide all necessary information to the Debenture Trustee as may be required for that purpose. Pursuant to such review, if the Debenture Trustee determines that the Issuer has not implemented/nor is likely to implement the Project within the Project Cost and/or in accordance with the financing plan and/or the Issuer is not likely to complete the Project by the scheduled date of completion, the Debenture Trustee reserves the right to revise the terms of the Debentures and may stipulate such additional conditions (including strengthening of the management set up, change in means of financing, raising of additional equity capital/other interest free unsecured funds from the Promoters, increase in interest rate) as the Debenture Trustee in their absolute discretion may deem fit and require the Issuer to take such measures as may be stipulated by them.

- (vi) The Debenture Trustee shall have the right to monitor the operations of the Project during the term of this Deed. The Issuer shall furnish such information and data as may be required by the Debenture Trustee from time to time.
- (vii) The Issuer, as the case may be shall obtain all the requisite Approvals required for the Project from the Governmental Authority in accordance with the Applicable Law and shall abide by the terms and conditions of such Approvals. The issuer, as the case may be shall furnish a certified copy of each of the Approval within seven days of its receipt by the Issuer. The issuer shall maintain validity of the Approvals throughout the construction of Project and shall get the Approvals renewed in time wherever required;
- (viii) The Issuer shall execute the Project strictly in accordance with the Approvals including but not limited to approved Master Plan/ Building Plans. The Issuer/Security Providers shall also adhere to the Applicable Laws including National Building Code etc. for completing the Project;
- (ix) The Issuer and/or the Security Providers shall promptly inform the Debenture Trustee of any loss or damage which the Issuer and/or the Security Providers may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the issuer and/or the Security Providers may not have insured the Mortgaged Properties;

The Issuer shall notify the Debenture Trustee of any notice received from the owner of the land under the Development Agreement;



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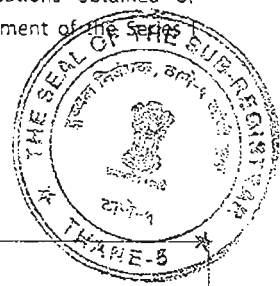
(xi) The Issuer shall immediately inform the Debenture Trustee: (i) if the construction work on the Project is stopped for more than fourteen (14) days; (ii) occurrence of any force majeure event; (iii) happening of any major accident on the Project site; (iv) if any Approval is refused or withdrawn relating to the Project; (v) receipt of any winding up or insolvency notice received from any Person; (vi) receipt of any notice of termination or suspension of the Project Documents by the counter party(ies); (vii) non availability/short supply of the construction material or labourers; (viii) change of any managerial person including but not limited to architect, structural engineer, Project manager; (ix) loss suffered by the Issuer due to occurrence of force majeure event or act of God; (x) any notice received by the Issuer/Security Providers in respect of each of the Project, Approvals or payment of taxes; (xi) the circumstances and conditions which are likely to stall or impede the implementation of any of the Project or which are likely to delay the completion or compel or lead to abandonment of the Project; (xii) occurrence of an Event of Default or Potential Event of Default; (xiii) intimation/receipt of notice regarding initiation of any legal proceedings or enquiry against the Project/Approvals/Project Documents etc.; (xiv) refusal, suspension or withdrawal of any Approvals; (xv) appointment of any receiver, liquidator or similar office in respect of any or all of the assets of the Issuer or any of the Security Providers; (xvi) any notice received by the Issuer from any of its Trustee/Debentureholder regarding recall/acceleration of the redemption, initiation of recovery proceedings.



(xii) The Issuer shall not engage in or allow any officer, employee or director of the Issuer or any other person expressly authorized by the Issuer to engage in any acts or things which may constitute a public or private nuisance or give rise to any claim resulting in a Material Adverse Effect or which violate the term and conditions of any Approval or which may render any Approval void, voidable, cancelable or inoperative, which may render void, voidable, or cancelable or increase the premium of any insurance then in force with respect to the Project or any part thereof.



(xiii) The Issuer shall deliver to the Debenture Trustee promptly, but in no event later than seven days after the receipt thereof by the Issuer, copies of:

- a) all additional Project Documents and authorisations obtained or entered into by the Issuer after the date of payment of the Series Debenture Subscription Amount under this Deed;



 Issuer	 Debenture Trustee
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any amendment, supplement or other modification to any authorisation received by the Issuer after the date of payment of the Series I Debenture Subscription Amount under this Deed; and

c) all material notices relating to the Project or received by or delivered to the issuer from any Governmental Authority.

II. ACCESS TO THE PROJECT, RECORDS AND ACCOUNTS

(i) The Issuer agree that the Debenture Trustee, the technical adviser or any other consultant (including legal consultants) appointed by the Debenture Trustee shall be allowed access, to inspect the Project, all Project works and sites, the technical and statistical data, accounting books, documents, Approvals, records and other data in the possession or control of the Issuer with respect to the Project as they may require for the purposes of performing their respective duties in relation to this Deed and to take copies of any documents inspected;




(ii) The Issuer shall permit the Debenture Trustee and their authorised representatives and consultants to carry out technical, financial and legal inspections and to inspect all records, registers and accounts of the issuer. The cost of inspection, travelling, and other expenses shall be payable by the Issuer to the Debenture Trustee in this behalf;

(iii) The issuer shall keep and maintain up to date in accordance with good business practice and Applicable Laws all statutory books, books of account, bank statements, sale of flats/units in the Project and other records of the Issuer and shall also maintain detailed records showing expenditure incurred on the Project, including utilisation of proceeds of the Debentures and such records shall be opened to examination by the Debenture Trustee and their authorised representatives and consultants;

(iv) The issuer shall also furnish to the Debenture Trustee such reports as may be required by them;

(v) The Issuer undertakes and agrees to appoint, as and when required by the Debenture Trustee, a reputed firm of Chartered Accountants as concurrent auditors with direct reporting relationship to the Debenture Trustee, during the currency of the Debentures including acting as auditors for carrying out any specific assignment(s) including carrying out an investigation as to whether there was any incident of diversion/irregular appropriation of funds by the Issuer or to examine the financial or cost accounting system and procedures adopted by the issuer for its working or for conducting concurrent or a special



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audit of the Issuer. The costs, charges and expenses including professional fees and traveling and other expenses of such consultants or auditors shall be payable by the Issuer.

(vi) The Issuer agrees and acknowledges that if, in the opinion of the Debenture Trustee, there are instances of diversion of funds then the Debenture Trustee shall have the right to direct the statutory auditor of the Issuer to conduct special audit of the Issuer and submit the report directly to the Debenture Trustee. The costs, charges and expenses including professional fees and travelling and other expenses of statutory auditors shall be payable by the Issuer.

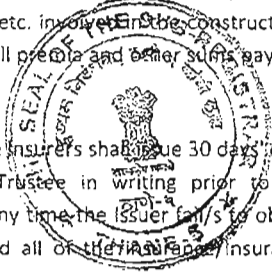
III. INSURANCE

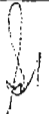


(i) The Issuer shall during the currency of the Debentures keep insured comprehensively and up to the replacement value thereof within 30 days from the Series I Date of Allotment as approved by the Debenture Trustee (including surveyor's and architect's fees) the Project/Mortgaged Properties and such of its other properties as are of an insurable nature against fire, theft, lightning, explosion, earthquake, riot, strike, civil commotion, storm, tempest, flood, marine risks, erection risks, war risks, delay in completion of Project and such other risks as may be specified by the Debenture Trustee and also keep insured the life insurance of all the workman, laborer, liftman etc. involved in the construction/completion of the Project and shall duly pay all premia and other sums payable for that purpose. The insurance policies and contract covering the aforesaid risks (the "Insurance Contracts") in respect of the Project/Mortgaged Properties shall be taken in the joint names of the Issuer and the Debenture Trustee and any other person or institution having an insurable interest in the Project/Mortgaged Properties and acceptable to the Debenture Trustee and designate the Debenture Trustee as loss payee under the said Insurance Contracts or assign the same in favour of the Debenture Trustee as security for the Debentures. The Issuer shall keep deposited with the Debenture Trustee the Insurance Contracts and renewals thereof.

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(ii) Provided that if the Issuer have engaged contractors for the construction of the Project, then the Issuer will ensure that such contractor had procured insurance of the workman, labourer, liftman etc. involved in the construction/completion of the Project and shall duly pay all premia and other sums payable for that purpose.

(iii) Each Insurance Contract shall provide that the insurers shall issue 30 days' clear notice of cancellation to the Debenture Trustee in writing prior to the termination of the Insurance Contract. If at any time the Issuer fails to obtain or maintain in full force and effect any and all of the Insurance



  Issuer	 Debenture Trustee
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Contracts required under this Deed, the Debenture Trustee with 15 days prior notice (unless such insurance coverage would lapse within such period, in which event notice should be given as soon as reasonably possible or need not be given at all if the time for the lapse of coverage does not permit it) to the issuer may at its option (though not obliged) obtain/ renew and maintain such insurance and all sums incurred by the Debenture Trustee therefor shall be reimbursed by the issuer to the Debenture Trustee.

- (iv) Within 30 days after the effective date of any new or renewed insurance Contracts, the Issuer shall submit to the Debenture Trustee a certificate indicating the properties insured, the type of insurance, amounts and risks covered, names of the beneficiaries, expiration dates, names of the insurers and special features of the Insurance Contract in effect on the date of such certificate.
- (v) The Issuer shall promptly notify the Debenture Trustee of any loss or other event entitling the issuer to make a claim under anyone or more insurance policies or insurance Contracts. The Issuer shall promptly notify the Debenture Trustee of each written notice received by it with respect to the cancellation of, adverse change in, or default under, any Insurance Contract or insurance policy required to be maintained in accordance with this Deed. Issuer shall not vary, rescind, terminate or cancel any insurance policy or the Insurance Contracts.
- (vi) Without the prior approval of the Debenture Trustee, the Issuer shall not make any compromise or adjustment in settlement in connection with any loss or any other event entitling the issuer to claim under any insurance Contract or policy or policies of insurance and shall not do, or omit to do or permit to be done or not done any other thing that might prejudice any right to claim or recover under any such insurance Contracts/ policy(ies). The Issuer shall promptly notify the relevant insurer of any claim by the issuer under each insurance Contract/policy and shall diligently pursue that claim.
- (vii) The Issuer shall provide written instructions to all insurers to pay and deposit any and all insurance Proceeds and payments directly to the Escrow Accounts and same shall be applied as per the Escrow Agreement.




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UNDERTAKINGS

The Issuer hereby, assure, agree and undertake that throughout the continuance of this Deed it shall:

bear all expenses including legal expenses if any with regard to the transaction contemplated under this Deed and Debenture Documents;






  Issuer	 Debenture Trustee
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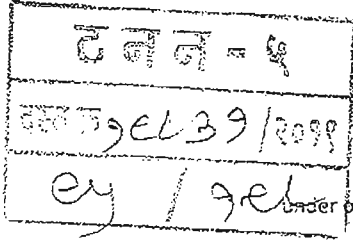
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- (ii) not, and shall procure that the Security Providers shall not, enter into any agreement or arrangement with any Person which conflicts with the provisions of the Debenture Documents;
- (iii) ensure that the Issuer and/or the Security Providers don't amend its constitutional documents;
- (iv) make and to cause the Security Providers to make all such filings and registrations and file and submit all such forms, documents, instruments and take all such other steps, as may be necessary in connection with the creation, perfection or protection of the Security Interest in favour or for the benefit of the Debenture Trustee or which may be required in connection herewith or therewith including any filings required to be made with the relevant Registrar of Companies as required under the provisions of the Companies Act, 1956/ 2013;
- (v) shall approach the Debenture Trustee/ Debentureholder before approaching any other lending institution for additional construction finance;
- (vi) not issue any further capital of any kind without the prior written consent;
- (vii) Not reduce its total capital in any manner whatsoever without the prior written consent of the Debenture Trustee;
- (viii) execute and sign (and procure the execution and signing by the Security Providers) all power(s) of attorney, proxies and other documents and to do or permit to be done every act or thing or undertake from time to time all actions requested by the Debenture Trustee (including without limitation the making or delivery of filings, the payment of fees and charges and the issuance of supplemental documentation) under or pursuant to the Debenture Documents which may be necessary or expedient, for:
 - (ix) maintaining and enforcing the Security interest created in favour of the Debenture Trustee or for the benefit of the Debenture Trustee under the Debenture Documents;
 - (x) preserving and protecting the Mortgaged Properties and the rights and remedies of the Debenture Trustee under or pursuant to the Debenture Documents;
 - (xi) effectively exercising the rights and remedies of the Debenture Trustee

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under or pursuant to the Debenture Documents;

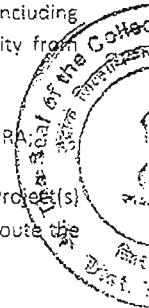
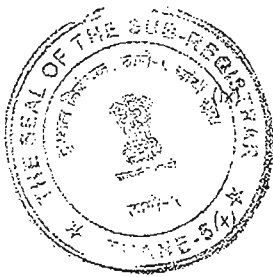
- (xii) cause an appropriate entry or note of the Debenture Documents to be made in its records;
- (xiii) ensure that all the future borrowing of the issuer remain subordinated to the Debentures;




issuer hereby agrees, confirms, undertakes that:

- (i) they have obtained/will obtain all the necessary Approvals (as defined below) in respect of the construction and development of the Project(s) as required under the Applicable Law;
- (ii) all the Approvals obtained till date are still valid and subsisting;
- (iii) they have the full power, right and authority to develop the Project(s) and that the Project(s) have been developed in accordance with the Approvals and approved development plans;
- (iv) they shall in all given circumstances develop and construct the Project(s) in accordance with the Approvals and approved development plans sought/ to be sought;
- (v) they shall not violate any of the Approvals and shall construct the Project(s) as per the Approvals, Applicable Laws, guidelines (including National Building Code) issued by the Governmental Authority from time to time;
- (vi) they have duly complied with all the applicable provisions of RERA;
- (vii) they shall create a charge on the cash flows arising out of the Project(s) in favour of the Debenture Trustee and further undertake to route the same only through the Escrow Accounts;
- (viii) the Project is RERA compliant and is registered with Maharashtra Real Estate Regulatory Authority (MAHARERA) bearing the registration no. P51700007024 ;

they further agree that they shall obtain the completion certificate/ occupancy certificate within 3 months of completion of construction of the Project(s);

if at any time hereafter any stamp authority or other appropriate authority shall levy or require payment of any stamp duty/differential



  Issuer	 Debenture Trustee
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stamp duty, interest or penalty or any other amount in the nature of stamp duty on the Debenture Documents, they shall forthwith upon receiving a demand from such authority or from the Debenture Trustee/ or any person thereto, pay to such authority or deposit with the Debenture Trustee/ or any such other person, the amount of stamp duty/ differential stamp duty/ interest/ penalty or any other amount in the nature of stamp duty so claimed in respect of the Debenture Documents;

- (xi) they shall make such payment/deposit irrespective of whether any proceeding by way of appeal, review, revision or representation challenging the levy or demand of any such stamp duty or differential stamp duty or penalty or otherwise may have been filed by them or any other person or that may be otherwise pending before any Court, Tribunal or other authority whatsoever;
- (xii) a certificate by an authorized official of the Debenture Trustee as to the amount levied or payable or to be deposited as aforesaid shall be binding upon them and shall be conclusive evidence of the amount of their liability;
- (xiii) any default or breach by them under the undertakings in this clause shall constitute an Event of Default;
- (xiv) they shall indemnify the Debenture Trustee, its directors, employees and holding company(ies), associates, affiliates (each and Indemnified Person), in respect of any additional/differential stamp duty, interest and penalty and against any loss, damage or liabilities and costs charges and expenses which the indemnified Person may incur or suffer or be put to in any manner by reason of the Debenture Trustee having agreed at their request to rely on the Debenture Documents.
- (xv) The undertakings set out in clauses (x), (xi), (xii), (xiii) (xiv) of clause 30(D)(IV) shall remain in force till the entire principal amount of the Debentures together with interest and all other moneys payable in respect thereof shall be paid off to the Debenture Trustee in full.

V. Cost Overrun

- (i) The Issuer shall arrange for the finance/ fund in case of Cost Overrun, if any, in the form and manner as may be approved by the Debenture Trustee.
- (ii) The Issuer shall procure and furnish an undertaking from its shareholders/

  Issuer	 Debenture Trustee
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Promoters that in the event of a Cost Overrun, they shall infuse such funds in the Issuer by way of infusion of equity or subordinate unsecured debt which, in the sole opinion of the Debenture Trustee, is necessary to complete the Project. The funds brought in to meet the shortfall in the resources of the Issuer for completing the Project shall be in such form and manner and on such terms as may be required by the Debenture Trustee.

VI. MANAGEMENT

- (i) Unless the Debenture Trustee otherwise agrees in writing the issuer shall not remove any person, by whatever name called, exercising substantial powers of management of the affairs of the Issuer at the time of execution of this Deed.
- (ii) The issuer shall not recognize or register any transfer of shares in the Issuer's capital made or to be made by Promoters, their friends or associates as may be specified by the Debenture Trustee.
- (iii) The Issuer shall, as and when required by the Debenture Trustee appoint and change to the satisfaction of the Debenture Trustee, suitable technical, financial and executive staff of proper qualifications and experience for the key posts. The terms of such appointments, including any changes therein, shall be subject to prior approval of the Debenture Trustee.
- (iv) The Debenture Trustee shall have the right to appoint, whenever they consider necessary, any person, firm, company or association of persons engaged in technical, management or any other consultancy business to inspect and examine the working of the Issuer and the Project and to report to the Debenture Trustee. The Debenture Trustee shall have the right to appoint, whenever they consider necessary, any Chartered Accountants, Cost Accountants as auditors for carrying out any specific assignment(s) or to examine the financial or cost accounting system and procedures adopted by the issuer for its working or as concurrent or for conducting a special audit of the Issuer. The costs, charges and expenses including professional fees and travelling and other expenses of such consultants or auditors shall be payable by the issuer. Such counsel or consultant or chartered accountant appointed by the Debenture Trustee shall have right to take a copy/photocopy of any of such books, records etc. of the Issuer and the Security Provider(s).

The Issuer and the Security Providers shall constitute such committees of the Board with such composition and functions as may be required by the Debenture Trustee for close monitoring of various aspects of its working.



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- (vi) The Issuer and the Security Providers shall maintain records showing expenditure incurred on the Project, utilisation of the proceeds of the Debentures, progress of the Project and the operations and financial conditions of the Issuer and the Security Providers and such records shall be open to examination by the Debenture Trustee and their authorised representatives.
 - (vii) The Issuer and the Security Providers shall permit the Debenture Trustee and their authorised representatives to carry out technical, financial and legal inspections of the Project and to inspect all records, registers, documents, permissions, Approvals and accounts of the Issuer and take copies thereof. The Issuer and the Security Providers shall facilitate the Debenture Trustee and their authorised representatives to take such copies, photocopy etc. The cost of such inspection, copying, photocopying etc and travelling and all other expenses shall be payable by the Issuer and the Security Providers to the Debenture Trustee in this behalf.
 - (viii) The Issuer shall not give and commission or provide any security to its Promoters for providing security for the Debentures.
- E. Comply with the provisions of Section 205C of the Companies Act, 1956 (or any corresponding provisions as may be provided under the Companies Act, 2013) relating to transfer of unclaimed / unpaid amounts of monies due on debentures and redemption of debentures to Investor Education and Protection Fund (IEPF).
- F. Special Covenants

So long as the Debentures are outstanding, the Security Providers agrees and undertakes that:

(a) Working results

The Security Providers shall furnish quarterly working results and other related information as and when required to do so to the Trustee.

(b) Utilisation of the proceeds

The Security Providers shall furnish to the Trustee, a Certificate from the auditors confirming utilisation of the proceeds within 120 days of receiving the funds.

Director of Stamps Thane (City)



  Issuer	 Debenture Trustee
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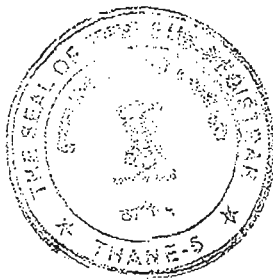
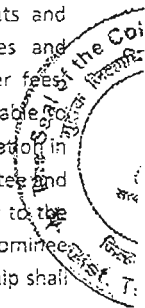
Execution of documents and creation of security

The Security Providers shall execute all relevant documents and create security for the Debentures in accordance with the provisions contained herein, and furnish an undertaking to the Debentureholder(s) and the Trustee to that effect.

(d) Nominee Director and Observer




NOMINEE DIRECTOR

- a. The Trustee shall have a further right to appoint and remove from time to time, a Director on the Board of Directors of the Issuer (such director is hereinafter referred to as 'Nominee Director'). The Nominee Director shall be appointed a Member of the Management Committee or other Committees of the Board, if so desired by the Trustee. The Nominee Director shall be entitled to receive all notices, agenda, etc. and to attend all general meetings, Board meetings and meetings of any committees of the Board of which he is a member of the issuer. The Nominee Director so appointed shall not be required to hold qualification shares and not be liable to retire by rotation. The Issuer shall take steps to amend its articles of association for the purpose, if necessary.
- b. The Nominee Director shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable to other directors but if any other fees or commission, monies or remuneration in any form is payable to the directors, the fees, commission, monies and remuneration in relation to such Nominee Director shall accrue to the Trustee and the same shall accordingly be paid by the Issuer directly to the Trustee. Any expenditure incurred by the Trustee or the Nominee Director in connection with his appointment or directorship shall be borne by the Issuer.



OBSERVER

- (i) The Trustee shall have further right to appoint an observer ("Observer") on the Board of Directors of the Issuer at any time during the currency of the Debentures.
- (ii) The Observer shall be appointed a Member of the Management

 	 Debenture Trustee
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Committee or other Committees of the Board, if so desired by the Trustee. The Observer shall be entitled to receive all notices, agenda, etc. and to attend all general meetings, Board meetings and meetings of any committees of the Board of which he is a member of the Issuer. The Observer so appointed shall not be required to hold qualification shares and not be liable to retire by rotation. The Issuer shall take steps to amend its articles of association for the purpose if necessary.

(iii) The Observer shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable to other directors but if any other fees, commission, monies or remuneration in any form is payable to the directors, the fees, commission, monies and remuneration in relation to such Observer shall accrue to the Trustee and the same shall accordingly be paid by the Issuer directly to the Trustee. Any expenditure incurred by the Trustee or the Observer in connection with his appointment or directorship shall be borne by the Issuer.

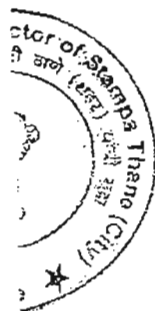
1. The Nominee Director and/or the Observer shall be entitled to all the rights, privileges and indemnities of other directors including payment of expenses and sitting fees as are payable by the Issuer to the other directors.

2. The Nominee Director and the Observer shall be entitled to the same indemnities as the other directors and shall be indemnified by the Issuer against any liabilities, losses, damages, claims, penalties, judgments, suits, costs and expenses arising as a result of its actions/inaction pursuant to his appointment as an Observer/Nominee Director.

3. Notwithstanding anything contrary contained in this Deed and the memorandum and articles of association of the Issuer:

(i) the Nominee Director/Observed shall not be responsible to any of the directors or to any officer or other employee of the Issuer or for any losses or expenses resulting to the Issuer or for any wrongful act of the Issuer or to any debtor or to any person except the Trustee in the execution of the duties of his office or in relation thereto;

(ii) the Nominee Director and Observer shall be indemnified by the Issuer against all losses and expenses including but not limited to



  Issuer	 Debenture Trustee
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all the litigation costs and advocate fees, incurred by him in, or in relation to, the discharge of his duties; and

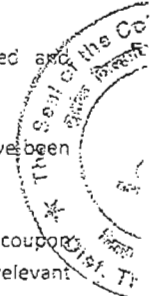
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(iii) the Nominee Director and Observer appointed by the Trustee shall not be responsible for any suit or other legal proceedings or for any loss or damage caused or likely to be caused by anything which is done or intended to be done by such a Nominee Director or any Observer, as the case may be.

Information Covenant

The Issuer shall and ensure that the other Security Providers shall inter-alia furnish to the Trustee the following documents :



- (i) A certified copy of the Disclosure Document;
- (ii) Valuation report dated October 2019 issued by Colliers International (India) Property Services Pvt. Ltd.;
- (iii) Proof of Credit / dispatch of Debenture certificates as per format specified in the Fourth Schedule, if issued in physical form;
- (iv) Details of the depository;
- (v) Latest Annual Report of the Security Providers;
- (vi) Original Debenture Trust Deed once the same is executed and registered;
- (vii) A certified true copy of the Security documents once they have been validly executed by all relevant parties;
- (viii) All documents evidencing payment of all outstandings including coupon and principal payments made to the Debentureholders on relevant payment dates;



Periodical Reports on quarterly basis;

Monthly Beneficiary Position Report as to the beneficial holders of the Debentures; and

Insurance Policies taken in the name of Trustee as Mortgagee in respect of the Mortgaged Properties.

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H. Additional Covenants

i. Security Creation

In case of delay in execution of the Trust Deed and other Debenture Documents, the Issuer will refund the Debenture Subscription Amount with agreed Applicable Rate of Interest or will pay penal interest of at least 2% p.a. over and above the the Coupon till these conditions are met at the option of the Debentureholders.

ii. Default in Payment

In case of default in payment of Interest and/or principal redemption on the Interest Payment Dates and Redemption Dates respectively, additional interest of atleast @ 2% p.a. over and above the Applicable Rate of Interest will be payable by the Issuer for the default period.

31. DEBENTURE REDEMPTION RESERVE




The Issuer hereby agrees and undertakes that, if required, it would create Debenture Redemption Reserve, in accordance with the Companies Act, 1956 and/ or Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules 2014 and/ or any as per the Guidelines issued by the Securities and Exchange Board of India (SEBI), and if during the currency of these presents, any guidelines are formulated (or modified or revised) by the Central Government or any Government Agency or Corporation having authority under law in respect of creation of Debenture Redemption Reserve, the Issuer shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debentureholders or the Trustee and shall also cause the same to be registered, where necessary subject to the same being applicable. The Issuer shall submit to the Trustee a certificate duly certified by the Auditors' certifying that the Issuer has transferred a suitable sum to DRR at the end of each financial year.



32. CLAIM FOR COMPENSATION MONIES

In the event of the Governmental Authority taking over the management of the Security Providers and/or the pledged Properties and/or the entire undertaking of the Security Providers and/or in the event of nationalisation of any of the Security Providers or its business or a moratorium being passed or in case the running of the business of the Security Providers or its management or



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control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of the Industries (Development and Regulation) Act, 1951 or under any other Act, the Trustee shall be entitled to receive the whole of the compensation to which the Security Providers shall be entitled and to apply same or a sufficient portion thereof in accordance with provisions set out in Clause 10 above and all monies secured hereunder shall become immediately payable and the security created hereunder shall become enforceable.

33. PURCHASERS AND PERSONS DEALING WITH TRUSTEE NOT PUT ON ENQUIRY



No purchaser, mortgagor, mortgagee or other person dealing with the Trustee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Trustee or Receiver and in the absence of malafides on the part of such purchaser, mortgagor, mortgagee or other person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Security Providers or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

34. RECEIPT OF TRUSTEE TO BE EFFECTUAL DISCHARGE

Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Trustee for the purchase money of any of the Mortgaged Properties sold and for any other monies paid otherwise howsoever, to them shall effectually discharge the purchaser or purchasers or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

35. APPLICATION TO COURT

Without prejudice to the power of sale without intervention of the Court, the Trustee may, at any time after the security hereby constituted becomes enforceable, apply to the Court for an order that the powers and trusts hereof be exercised and carried into execution under the directions of the Court and

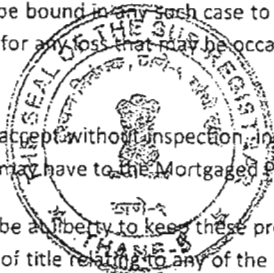
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for the appointment of a Receiver or Receivers and Manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers and trusts hereof as the Trustee shall deem expedient and they may assent to or approve of any application to the Court made at the instance of any of the Debentureholders and shall be indemnified by the Issuer against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

35. In addition to the other powers conferred on the Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Trustee, IT IS EXPRESSLY DECLARED as follows :-

- a. The Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Trustee or otherwise. Any such advice, opinion or information and any communication passing between the Trustee and their representative or Attorney or a Receiver appointed by them may be obtained or sent by letter, telegram, cablegram, telex or telephonic message;
- b. The Trustee shall be at liberty to accept a certificate signed by any one of the Directors of the Issuer as to any act or matter prima facie within the knowledge of the Issuer as sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the Director so certifying worth a particular sum or suitable for the Issuer purpose or business as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the Director so certifying expedient as sufficient evidence. that it is expedient and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so;
- c. The Trustee may accept without inspection, inquiry or requisition such title as the Issuer may have to the Mortgaged Properties;
- d. The Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to any of the Mortgaged Properties at their Registered Office or elsewhere or if the Trustee so decide with any banker or Issuer whose business includes undertaking the safe



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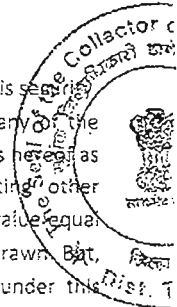
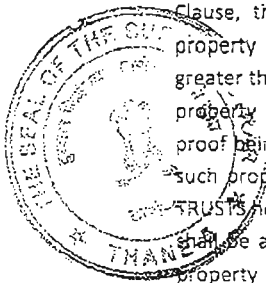
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custody of documents or with any Advocates or firm of Solicitors and the Trustee may pay all sums required to be paid on account of or in respect of any such deposit;

- e. With a view to facilitating any dealing under any provision of these presents the Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;
- f. The Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all persons interested hereunder.
- g. Nothing contained in this Deed shall exempt the Debenture Trustee from or indemnify it against any liability for gross negligence, breach of trust or wilful default nor any liability which by virtue of any rule or law would otherwise attach to it in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

37. POWER OF MORTGAGORS TO WITHDRAW MORTGAGED PROPERTIES ON SUBSTITUTING OTHER PROPERTY

The issuer shall be at liberty at any time during the continuance of this deed with the prior permission in writing of the Trustee, to withdraw any of the Mortgaged Properties from such of the trusts, powers and provisions hereof as exclusively relate to the Mortgaged Properties upon substituting other property whether of the same or different tenure or kind but of a value equal to or greater than the value of the property proposed to be withdrawn. But before the Trustee permit the issuer to withdraw any property under this Clause, the issuer must prove to the satisfaction of the Trustee that the property proposed to be substituted for the same is of a value equal to or greater than the value of the property proposed to be withdrawn and that such property is suitable for the purpose of business of the Issuer and upon such proof being given, must convey or assign or cause to be conveyed or assigned such property to the Trustee in such manner as they shall direct UPON THE TRUSTS hereof relating to the Mortgaged Properties and thereupon the Trustee shall be at liberty to re- convey to the Issuer or as the Issuer may direct the property to be withdrawn TO HOLD the same free from such of the trusts,



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powers and provisions hereof as exclusively relate to The Mortgaged Properties and a declaration in writing signed by the Trustee that the proof aforesaid has been furnished to their satisfaction shall have the effect that is to say

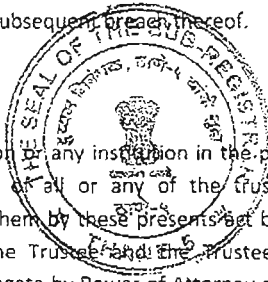
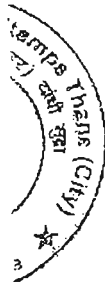
- (a) The Trustee may accept a certificate signed by any one of the Directors of the Issuer to the effect that any such property purported to be substituted is in his opinion suitable for the purpose of business of the Issuer as sufficient evidence of the fact;
- (b) The Trustee shall be at liberty to accept the fact that the Issuer has given a specified price for any such property proposed to be substituted as sufficient evidence that the same is worth such price but they may in their discretion require a written report of a valuer appointed/approved by them;
- (c) The property withdrawn shall, so far as the Issuer shall be or remain interested therein, be and be deemed part of the charged assets and be subject to the floating charge hereinbefore created and otherwise to the trusts, powers and provisions herein declared and contained of and concerning the General Assets.




38. BREACH OF COVENANT BY THE SECURITY PROVIDERS MAY BE WAIVED

The Trustee may, at any time, waive on such terms and conditions as to them shall seem expedient any breach by the Security Providers of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee in respect of any subsequent breach thereof.

39. POWER OF TRUSTEE TO DELEGATE

The Trustee hereof being a Corporation or any institution in the public sector may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Trustee and the Trustee may also, whenever they think it expedient, delegate by Power of Attorney or otherwise to any such officer all or any of the Trusts, powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit and the Trustee shall not be bound to supervise the proceedings or be in anywise responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of



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judgement, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

40. POWER OF TRUSTEE TO EMPLOY AGENTS

The Trustee may, in carrying out the trust business employ and pay any person or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them in connection with the trusts hereof and also their reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents.

41. TRUSTEE MAY CONTRACT WITH SECURITY PROVIDERS




Neither the Trustee nor any agent of the Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Security Providers or with itself in the ordinary course of business of the Trustee or from undertaking any banking, financial or agency services for the Security Providers or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the Stocks or shares or Debentures or Debenture stocks or any other securities whatsoever of the Security Providers or in which the Security Providers may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Security Providers or being concerned or interested in any such contract, arrangement or transaction which any other Security Providers or person being a Trustee of these presents would be entitled to enter into with the Security Providers and they shall not be in anywise liable to account either to the Security Providers or to the Debentureholders for any profits made by them thereby or in connection therewith and the Trustee or any agent of the Trustee shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them or him.

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COVENANT FOR RECONVEYANCE

Upon proof being given to the reasonable satisfaction of the Trustee that all the Debentures entitled to the benefit of the trusts hereof together with interest, and all other monies payable thereunder have been paid off or

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satisfied in accordance with the tenor thereof, upon payment of all costs, charges and expenses incurred by the Trustee or by any Receiver in relation to these presents (including the remuneration of the Trustee and of any Receiver and all interest thereon) and upon observance and performance of the terms and conditions and covenants herein contained the Trustee shall, at the request and cost of the Issuer, release, re-assign or reconvey to the Issuer or, as the Issuer may direct, to such other person entitled thereto the Mortgaged Properties or such part thereof as may remain subject to the security hereby created freed and discharged from the trusts and security hereby created.

43. RETIREMENT, REMOVAL AND SUCCESSION OF TRUSTEE

(i) Resignation

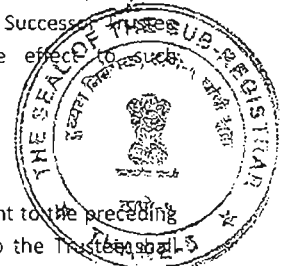
- (a) The Trustee may at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the trustee, provided that they shall continue to act as Trustee until a successor trustee is appointed by the bank.
- (b) The Debentureholders shall, upon receipt of notice of resignation issued by the Trustee, take prompt steps to appoint another entity competent to act as trustee for the Bondholders in place of the Trustee (the Successor Trustee).




(ii) Removal

The Debentureholders may for sufficient cause but, after giving not less than two months notice in writing, remove the Trustee by passing a Special Resolution to that effect, and by the same resolution nominate an entity competent to act as their trustee and require the Debentureholders to appoint such entity as the Successor Trustee. The Debentureholders shall within 15 days of receipt of such resolution passed by the Debentureholders take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.

(iii) Successor Trustee as the Trustee

Upon appointment of the Successor Trustee pursuant to the preceding sub-clause (i) or (ii), all references in this Deed to the Trustee shall, unless repugnant to the context mean and refer to the Successor Trustee and the Successor Trustee shall without any further act or



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Deed succeed to all the powers and authorities of the Trustee as if it had been originally appointed as the Trustee.

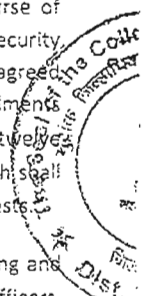
44. PREMATURE TERMINATION OF AGREEMENT AND PAYMENT OF COMPENSATION

The Security Providers shall pay reasonable compensation to the Trustee as determined by the Trustee on premature termination of this Deed except in the events mentioned in Clause 42 hereinabove.

45. TRUSTEE'S REMUNERATION

a. The Security Providers shall in each and every year during the continuance of this security pay to the Trustee so long as they hold the office of the Trustee of these presents, remuneration hereinafter mentioned for their services as Trustee in addition to all legal, travelling and other costs, charges and expenses which the Trustee or their officers, employees or agents may incur in relation to execution of the Trust hereof and all other documents affecting the security herein. The remuneration shall continue to be payable until the Trustee hereof shall be finally discharged and whether or not a Receiver or a Manager shall have been appointed or the trust hereof shall be in course of administration by or under the direction of the Court. The Security Providers shall pay annual service charges as may be mutually agreed between the Trustee and the Security Providers. Arrears of instalments of service charges, if any, shall carry interest at the rate of twelve percent per annum from the date till the actual payment, which shall be payable on the footing of compound interest with quarterly rests.

b. The Security Providers shall pay to the Trustee all legal, travelling and other costs, charges and expenses incurred by them, their officers, employees, agents in connection with execution of these presents including costs, charges and expenses of and incidental to the approval and execution of these presents and all other documents affecting the security herein and will indemnify them against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done without their willful default in respect of or in relation to the Mortgaged Properties.



  Issuer	 Debenture Trustee
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c. Notwithstanding the above, in the event that the Security Providers has failed to pay the fee and/or reimburse the expenses when due and payable, each of the Debentureholder shall, upon receipt of written notice thereof given by the Trustee stating the fee and expenses due, pay to the Trustee its pro rata share of the fee and expenses computed on the basis of the outstanding dues payable by the Security Providers to the respective Debentureholders under the financing documents.

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46. MODIFICATIONS TO THESE PRESENTS

The Trustee shall concur with the Security Providers in making any modifications in these presents which in the opinion of the Trustee shall be expedient to make provided that once a modification has been approved by a consent in writing of the holder(s) of the Debentures representing not less than 51% in value of the Debentures for the time being outstanding or by a resolution duly passed at a meeting of the Debentureholders convened in accordance with the provisions set out in the Fifth Schedule hereunder written, the Trustee shall give effect to the same by executing necessary Deed(s) Supplemental to these presents.

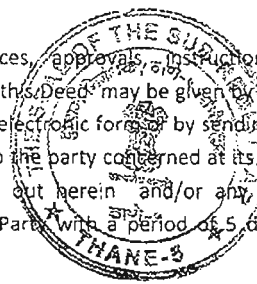
47. APPOINTMENT OF TRUSTEE AS ATTORNEYS OF THE SECURITY PROVIDERS




The Security Providers hereby irrevocably appoints the Trustee to be the Attorneys of the Security Providers in the name and on behalf of the Security Providers to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustee be necessary or expedient that the Security Providers should execute sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Security Providers by these presents or given to the Debentureholders or to the Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Security Providers in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.



48. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed may be given by facsimile or by courier or by personal delivery or in electronic form or by sending the same by prepaid registered mail, addressed to the party concerned at its address or the fax numbers or e-mail address set out herein and/or any other address subsequently notified to the other Party with a period of 5 days from any



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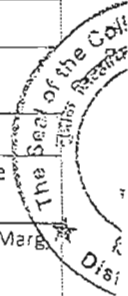
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change thereof, for the purposes of this section and shall be deemed to be effective (a) in the case of registered mail, when delivered to the postal authority, (b) in the case of facsimile at the time when dispatched with a report confirming receipt, (c) in the case of personal delivery, at the time of delivery, (d) in case of courier, when delivered to the courier, and (e) in case of e-mail, at the time when it is sent.

A certificate by an officer of the Trustee that the notice was posted or served, as the case may be, shall be final, conclusive and binding on the Issuer. Notwithstanding anything contained hereinabove, any notice given to the Trustee under this Deed shall be deemed to have been served upon the Trustee when it is actually received by the officer of the Trustee in whose attention the notice is addressed.

For Trustee	
Name of the Trustee	: Catalyst Trusteeship Limited
Address	: Windsor, 6th Floor, Office No - 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai - 400 098
Telephone No	: +91 (22) 4922 0555
Fax No.	: +91 22 49220505
e-mail	: brindha.venkatraman@ctitrustee.com
Kind Attn.	: Brincha Venkatraman

For the Issuer	
Name	: Aniline Construction Company Private Limited
Address	: DB House, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai - 400 063.
Telephone No	: 022-42490500
Fax No.	: -
e-mail	: jitu.rathi@dynamixgroup.co.in
Kind Attn.	: Mr. Jitendra Rathi



  Issuer	 Debenture Trustee
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Any notice may be served by the Issuer or the Trustee upon the holder of any Debentures issued under these presents by sending through post by registered letter addressed to such Debentureholder at his registered address and any notice so sent by post, shall be deemed to have been duly served on the third day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box.

48.1 Deemed Service

Any notice required to be served on the Issuer shall for the purpose of these presents be deemed to be sufficiently served if it is left at the registered office of the Issuer or left at or affixed to any part of the Mortgaged Properties and such notice shall also be deemed to be properly and duly effected if it is posted in a registered letter addressed to the Issuer at the address referred hereinabove and such service shall be deemed to have been made at the time at which the same has been delivered to the postal authorities whether actually delivered or not at the time at which the same has been left at or affixed to any part of the Mortgaged Properties.

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49. GOVERNING LAW

This Deed is governed by and shall be construed in accordance with the Indian Laws.

50. STAMP DUTY

The Issuer agrees to pay/incur stamp duty registration charges and other incidental charges for execution of this document as well as stamp duty and incidental charges for Debentures/ Debenture certificates issued/ to be issued to Debentureholders.






EFFECTIVENESS OF DEED

This Deed shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off.

52. SEVERABILITY

Each provision of these presents shall be considered severable and if for any reason any provision of these presents is determined by a court of competent



  Issuer	 Debenture Trustee
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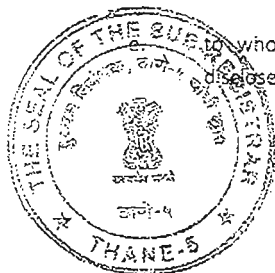
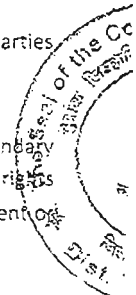
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jurisdiction to be invalid or unenforceable and contrary to Indian laws or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of these presents which are valid. In that case, these presents shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, these presents shall be construed to omit such invalid or unenforceable provisions. Following the determination that any provision of these presents is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores these presents as nearly as possible to its original intent and effect.




53. DISCLOSURE OF INFORMATION

53.1 The Issuer and the Security Providers hereby consent to the Debenture Trustee and each Debenture Holder, their officers and agents disclosing information relating to the Issuer and/or Security Providers, the Debentures and the Debenture Documents, to:

- a. the Debenture Trustee and each Debenture Holder, any of their subsidiaries or subsidiaries of their holding company, affiliates, representative and branch offices in any jurisdiction (together with the Debenture Trustee and each Debenture Holder ("Permitted Parties");
- b. professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- c. any actual or potential assignee, novatee, transferee or secondary market investor in relation to any of the Debenture Holders' rights and/or obligations under any agreement / instrument (or any agent or adviser of any of the foregoing);
- d. any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties and/or the Security Providers; and



to whom, and to the extent that, information is required to be disclosed by Applicable Law.

  Issuer	 Debenture Trustee
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53.2 The Parties hereby agree:

- (a) In the event of the Security Providers are committing default in the repayment of any of the outstanding Obligations, the Debentureholders and the Debenture Trustee shall have an unqualified right to disclose the name of the Security Providers and its and their directors to the RBI and/or the CIBIL. The Security Providers, hereby gives consent to the Debentureholders and the Debenture Trustee and/or the RBI and/or the CIBIL to publish their names and the names of their directors as defaulters in such manner and through such medium as the Debentureholders and the Debenture Trustee / the RBI / the CIBIL in their absolute discretion may think fit
- (b) The Issuer shall not appoint a Person as its or their director who is also a director on the board of directors of any other company which has been identified as a wilful defaulter by any bank or financial Institution as per the parameters determined by the RBI from time to time. If any such Person is already a director on the board of directors of any of the Issuer, the Issuer on whose board such director has been appointed shall remove or cause to remove such Person from the relevant board of directors.
- (c) The Issuer understand that as a pre-condition, relating to grant of the loans/advances/credit facilities to the Issuer, the Debentureholders require the Issuer's, consent for the disclosure by the Debentureholders to CIBIL and/or any other agency authorized in this behalf by the RBI, of information and data relating to the Issuer and their directors, of the credit facility availed or/to be availed by the Issuer, or obligations assumed/to be assumed by the Issuer, in relation thereto and default, if any, committed by the Issuer, in discharge thereof. The Issuer hereby agree and provide consent for the disclosure by the Debentureholders and the Debenture Trustee of all or any such:
- (i) information and data relating to the Issuer and their directors;
 - (ii) the information or data relating to any credit facility availed of/to be availed, by the Issuer; and
 - (iii) default, if any, committed by the Issuer, in discharge of their respective obligations.



as the Debenture Trustee may deem fit and appropriate to publish in any newspaper, to disclose and furnish to Governmental Authority /Departments, Reserve Bank of India, other regulators, court, tribunal, quasi judicial bodies, stock exchanges, banks, financial institutions,

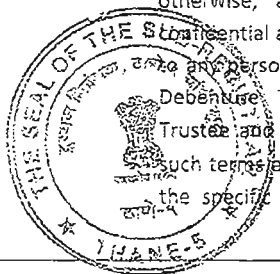
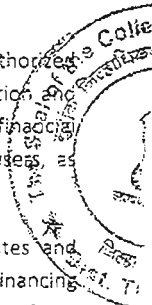
<p>Issuer</p>	<p>Debenture Trustee</p>
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Debentureholders, non-banking financial companies, the Credit Information Issuer(s) as defined under section 2(e) of the Credit Information Companies (Regulation) Act 2005 and which has obtained certificate of registration from the Reserve Bank of India under section 3(2) of the aforesaid Act (the "Credit Information Companies"), the Information Utility, the Central Repository of Information on Large Credits ("CRILC"), any other agency authorised in this behalf by Reserve Bank of India (RBI), the information utility as defined under Section 3(21) of the Insolvency and Bankruptcy Code, 2016 (the "Code") and which has been registered as such with the Insolvency and Bankruptcy Board of India ("IBBI") under section 210 of the Code (the "Information Utility") and any other agency/company/body authorized under any law to collect/call for information from the Debenture Trustee and/or issuer.

- (d) The Security Providers hereby agree that the Debentureholders and the Debenture Trustee shall be entitled to exchange information regarding the issuer's accounts with other banks, as and when required in accordance with Applicable Law and regulations.
- (e) The Issuer undertake that:
 - (i) CIBIL, or information Utility and any other agency so authorized may use, process the said information and data disclosed by the Debentureholders and the Debenture Trustee in the manner as deemed fit by them; and
 - (ii) CIBIL, or Information Utility and any other agency so authorized may furnish for consideration, the processed information, data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

(f) The Issuer shall keep and shall ensure that all their Affiliates and associates, Security Providers keep this Deed, the other Financing Documents, any details noted here and/or any other aspect of the transaction, including all and any term sheets, whether in draft form or otherwise, and whether signed or for discussion purposes, as confidential and shall not disclose or discuss the same with any Person, any person, media, press without the prior written approval of the Debenture Trustee and Debentureholders which the Debenture Trustee and Debentureholders, may provide in its sole discretion on such terms and conditions as it deems fit, including but not limited to the specific contents and mode/manner/agency/newspaper of such

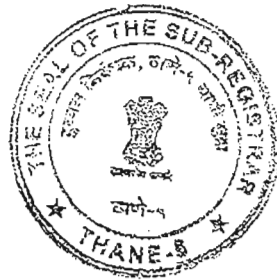





  Issuer	 Debenture Trustee
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publication/disclosure, save and except the information which is required to be filed with the concerned statutory authorities, as per applicable law. The Issuer, Security Providers are not entitled to disclose any of the aforesaid information with any Governmental Authority or regulator, except with prior intimation to the Debentureholders and the Debenture Trustee.

This clause supersedes any previous agreement relating to the confidentiality of such information.

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Issuer	Debenture Trustee

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THE FIRST SCHEDULE

(Description of the mortgaged properties)

PART-A

All the right, title and interest of the issuer on all the piece and parcel of land admeasuring 7072.73 sq. mtrs. situate at Survey Nos. 163/5 to 88/1, 163/9A/1, 165/1A, 166/6A, 166/8A, 166/12A, 165/13A in Village Kavesar, District Thane, Thane in the State of Maharashtra and in the residential housing buildings/structures being "D5" and "D6" to be constructed thereon in Phase - II of the entire residential and commercial complex named as "PARKWOODS" on a larger piece and parcel of land admeasuring 45700 sq. metres situate at Survey Nos. 163/5 to 88/1, 163/5 to 88/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 in Village Kavesar, District Thane, Thane in the State of Maharashtra together with all buildings, structures, erections, and constructions of every description including the flats/units which are erected, constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto, AND All the present and future FSI (floor space index) available to the Project Land and balance available to the piece and parcel of land admeasuring 45700 sq. metres situate at Survey Nos. 163/5 to 88/1, 163/5 to 88/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 in Village Kavesar, District Thane, Thane in the State of Maharashtra or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Issuer into and upon the same which is mortgaged as follows:

- | | | |
|-------------------------|---|------------------------------------|
| On of towards the North | : | Ghodbunder Road, |
| On of towards the South | : | Nalla |
| On of towards the East | : | Riddhi Siddhi Development Property |
| On of towards the West | : | Allianah's Property. |

  Issuer	 Debenture Trustee
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THE SECOND SCHEDULE

(Description of the mortgaged properties)

- A. The whole of the movable properties of the Mortgagor relating to the Project including without limitation its movable machinery, equipment, machinery spares, book debts, tools and accessories and other movables, both present and future whether installed or not and whether now lying loose, or, in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the premises, warehouses, stockyards and godowns or those of the Mortgagor's agents, affiliates, associates or representatives or wherever else the same may be or be held by any party to the order or disposition of the Mortgagor or in the course of transit or delivery, howsoever and wheresoever in the possession of the Mortgagor with all benefits, rights and incidentals attached thereto which are now or shall be at any time be owned by the Mortgagor whether present or future.
- B. All the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in the Project Documents, as may be amended, varied or supplemented from time to time; (b) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in the approvals/permissions relating to the Project (c) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in any letter of credit, guarantee, performance bond provided by any party to the Project Documents and (d) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to under and/or in respect of the insurance policies both present and future and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder which description shall include all properties of the above description whether presently in existence or acquired hereafter, both present and future.
- C. All the Receivables, receivables arising out of the Project/Mortgaged Properties and all right, title, interest, benefits, claims, and demands whatsoever of the Mortgagor in, to and in respect of all present and future receivables, commissions, revenues, claims and chooses-in-action of whatsoever nature and howsoever and wherever arising due to or owing to or due or owing to, or acquired by the Mortgagor, Intellectual Property Rights, Goodwill, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all amounts owing to and received and/or receivable by, the Mortgagor, including book debts and receivables, both present and future, including but not limited to the Mortgagor's uncalled

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 Issuer	 Debenture Trustee
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capital, which description shall include all properties of the above description whether presently in existence or acquired hereafter;

- (ii) No lien specific purpose account the Escrow Accounts bearing nos. 57500000171995, 00600310034582, 00600350063052, 57500000172436 opened in the name of the Issuer with a scheduled bank acceptable to the Debentureholder/ Trustee and all the amounts deposited in the Escrow

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  ISSUER	 Debenture Trustee
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THE THIRD SCHEDULE

FINANCIAL COVENANTS AND CONDITIONS

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Principal Value or Face value per debenture	Rs. 10,00,000/- (Rs. Ten Lakh Only) per Debenture
Additional Definitions	<p>"Date of Allotment" means the Series I Date of Allotment and Series II Date of Allotment collectively:</p> <p>a. "Series I Date of Allotment" means the date of the resolution of the Board of the Issuer, allotting the Series I Debentures;</p> <p>b. "Series II Date of Allotment" means the date of the resolution of the Board of the Issuer, allotting the Series II Debentures.</p> <p>"Debenture Subscription Amount" means Series I Debenture Subscription Amount and Series II Debenture Subscription Amount collectively, where:</p> <p>a. "Series I Debenture Subscription Amount" means a sum of Rs. 160 Crore (Rupees One Hundred and Sixty Crore only) invested/to be invested by the Debenture Holders towards the subscription of the Series I Debentures in the manner set out in this Deed and other Debenture Documents; and</p> <p>b. "Series II Debenture Subscription Amount" means a sum of Rs. 30 Crore (Rupees Thirty Crore only) invested/to be invested by the Debenture Holders towards the subscription of the Series II Debentures in the manner set out in this Deed and other Debenture Documents.</p>
Project	<p>"Project Land" shall mean all those pieces and parcels of land admeasuring 7072.73 sq. mtrs. situate at Survey Nos. 163/5 to 8B/1, 163/9A/1, 165/1A, 166/6A, 166/8A, 166/12A, 166/13A in Village Kavesar, District Thane, Thane in the State of Maharashtra forming part of the larger land admeasuring 45700 sq. metres situate at Survey Nos. 163/5 to 8B/1, 163/5 to 8B/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3,</p>

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REGISTRAR OF STAMPS
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  Issuer	 Debenture Trustee
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166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 in Village Kavesar, District Thane, Thane in the State of Maharashtra.

"Project" shall mean development, construction and completion of project namely "PARKWOODS II Tower – D5 & D6 (each tower having minimum FSI area of 21860.58 sq. mtrs. & minimum saleable area of 4,04,285 sft.)" on the Project Land.

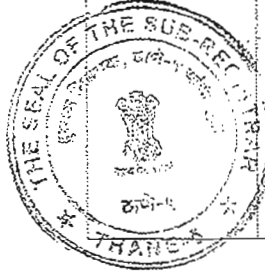
"Project Cost" means an amount of INR 338 Crore excluding interest cost which is required to be incurred by the Issuer on the development and completion of the Project and include the cost incurred/to be incurred on obtaining Approvals, administrative cost, overheads, fees of architect, structural engineer, Project management fee and fees of other consultant appointed for the Project, cost towards fungible FSI, cost of TDR, brokerage, marketing cost for the Project etc.

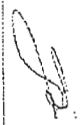


Total Cost & Cost incurred Break-up:

Description	Total Cost	Cost Incurred*	Balance Cost
Aporoval Cost	49.8	29.27	20.53
Project Mgt Charges/Consultancy charges	17.0	2.85	14.14
Construction Cost	243	15.65	227.35
Other Cost (sales, Marketing & Brokerage exp, admin etc)	28.2	5.59	22.61
Total	338.0	53.37	284.63





*Cost incurred as on 30th June 2019 as per the CA certificate

"Project Documents" shall mean any deeds, agreement(s), document(s) executed by the Issuer and/or Security Providers with the architects, structural engineers, supplier of raw materials, construction contractors etc. in relation to the Project and shall also include Approvals, NOCs, and permissions in respect of the Project.



Debenture Trustee

Purpose	<p>The proceeds of the Debentures shall be utilized towards Project related expenses and repayment of existing dues.</p> <p>The Issuer shall within thirty (30) days from the Series I Date of Allotment furnish the end use certificate from its statutory auditor or a chartered accountant of repute acceptable to the Debenture Trustee.</p>
Coupon/Applicable Rate of Interest (exclusive of interest tax, other levies / duties)/	<p>For Series I Debentures:</p> <p>10% per annum payable quarterly for first 6 months from the payment of Series I Debenture Subscription Amount, 12% per annum payable quarterly from 7th month till 12th month from the payment of Series I Debenture Subscription Amount and thereafter 13% per annum payable quarterly.</p> <p>The Coupon shall be payable on the 30th or last day of the quarter, whichever is earlier, of each /quarter from the Series I Date of Allotment (the "Interest Payment Date") and if it's a non-Business Day then the immediate preceding Business Day shall be the Interest Payment Date. However, the first Interest Payment Date shall be on the last day of the first quarter from the Series I Date of Allotment.</p> <p>For Series II Debentures:</p> <p>13% per annum payable quarterly on the 30th or last day, whichever is earlier, of each /quarter from the Series II Date of Allotment (the "Interest Payment Date") and if it's a non-Business Day then the immediate preceding Business Day shall be the Interest Payment Date. However, the first Interest Payment Date shall be on the last day of the first quarter from the Series II Date of Allotment.</p> <p>The Applicable Rate of Interest will be calculated on daily basis and year being of 365 days.</p>
Interest Payment Reserve	The Issuer shall create an Interest Payment Reserve equivalent to 3 months Applicable Rate of interest i.e. (13% p.a.) which shall be created by the Series I Date of Allotment until Redemption of Debentures in full.
Default Interest	In case of breach of any covenants of the Deed/ Debenture Documents, default interest shall be levied @ 2.00% p.a. for the period of default. The Default Interest shall be over and above the Applicable Rate of Interest.
 	  Debenture Trustee

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The Debenture Trustee and Debenture holders shall have a right to apportion 10% of the Receivables of the Project immediately after Series I Date of Allotment and 30 % of the Receivables of the Project immediately after completion of finishing work or occupation certificate is obtained for Tower D5, whichever is earlier; towards following order of priority:

- Towards payment of fees, cost, charges, expenses incurred by the Debenture Trustee and other intermediary in respect of Debentures;
- Payment of Interest on Debentures;
- Payment of Redemption Premium on Debentures on Redemption Dates.

Part redemption of Debentures on pro-rata basis

Tenure and Redemption

The Tenure of Debentures shall not exceed 51 months from the Series I Date of Allotment.

For Series I Debentures:

The issuer shall redeem the Debentures in 6 quarterly instalments commencing from the Series I Date of Allotment in the following manner:

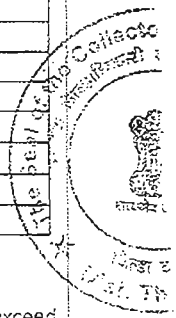
Redemption Dates	%age of face Value of the Debentures to be redeemed
Last day of End of 36 th	12%
Last day of End of 39 th	12%
Last day of End of 42 nd	18%
Last day of End of 45 th	18%
Last day of End of 48 th	20%
Last day of End of 51 th	20%
Total	100%


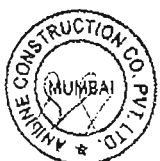

For Series II Debentures:

It is agreed that the Tenure for Series II Debentures shall not exceed beyond 51 months from the date of Series I Date of Allotment and that the exact terms of Tenure and Redemption for the Series II Debentures shall be as per the Disclosure Document for Series II Debentures.

For Debentures:

The redemption of Debentures on the Redemption Date shall occur by payment of the principal amount of the Debentures (along with



  Issuer	 Debenture Trustee
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	<p>the Redemption Premium, if applicable) to the Debenture holder(s). Accordingly on each Redemption Date upon payment of the principal amount of the Debentures, the face value of the Debentures shall stand reduced proportionately to that extent. The Debenture's shall be redeemed on a pari passu basis.</p> <p>In case of delay in Redemption of Debentures on the aforementioned due date(s), the Issuer shall pay the Coupon and Default Interest on the defaulted amount from the Redemption Date till the date of Redemption.</p>
Security	<p>The Obligations shall be secured by :-</p> <p>(i) First and exclusive mortgage and charge over the all the right, title, interest, benefits and entitlements including but not limited to development rights etc. in respect of Project and the Project Land together with the structures constructed/ to be constructed thereon in the form & manner acceptable to the Debenture Trustee/ Debentureholders save and except sold units comprising of an area of 192296.68 square feet saleable area. However, the balance receivables from the sold units shall at all times form a part of the security ("Mortgaged Property");</p> <p>(ii) Pledge of 100% shares of Issuer in dematerialized form;</p> <p>(iii) Irrevocable and unconditional Personal Guarantee of Ashish Vaid, Vinod Goenka & Shonit Dalmia.</p> <p>(iv) Corporate Guarantee of Ashish Estates & Properties Private Limited & Eversmile Construction Company Pvt. Ltd.</p> <p>(v) First charge over the Receivables and the Escrow Accounts, collection accounts and all other accounts, by whatsoever named it is called, in which the monies arising out of the Project and Mortgaged Properties are deposited;</p> <p>(vi) First charge / assignment or creation of security interest in; (a) all the right, title, interest, benefits, claims and demands whatsoever of the Issuer/ Security Providers in the Project Documents, as amended, varied or supplemented from time to time; (b) all the rights, title, interest, benefits, claims and demands whatsoever of the Issuer/ Security Providers in the Approvals; (c) all the right, title, interest, benefits, claims and demands whatsoever of the Issuer/ Security Providers in any</p>

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Stamp: THE SURVEYOR GENERAL, THANE-5

Signature and Stamp: Ashish Estates & Properties Private Limited, Mumbai

Signature and Title: Debenture Trustee

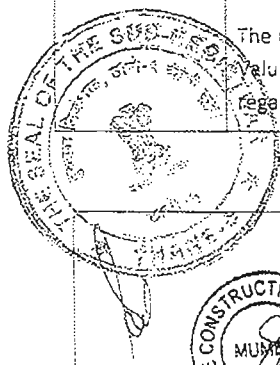
<p>ढवल - ९</p>	<p>letter of credit, guarantee, performance bond provided by any party to the Project Documents; and (d) all Insurance Contracts and insurance proceeds;</p>
<p>Page 139</p>	<p>(vii) Any other security acceptable to the Debenture Trustee/ Debentureholders for securing the Obligations.</p>
<p>my gel</p>	<p>All the aforesaid Security Interest shall be created and perfected on or before the date of payment of Series I Debenture Subscription Amount.</p>

The Issuer and/or Mortgagor shall make the title of Mortgaged Properties, Approvals and/or the Project clear and marketable to the satisfaction of the Debenture Trustee. The mortgage/ charges and Security Interest referred to above shall be created in the form and manner acceptable to the Debenture Trustee and to its satisfaction and the Issuer shall submit/arrange for all the permissions, wherever required, for creation and perfection of such mortgage, charges and Security Interest. The Trustee/ Debentureholders may appoint advocate(s)/solicitor(s)/law firm(s) of its choice for conducting the investigation of title of the Mortgaged Properties and the issuer shall bear all the cost, charges, expenses, fees etc. in this regard.

Security Valuation

The Issuer will appoint a valuer acceptable to the Debenture Trustee/ Debentureholders (the Designated Valuer) to value the Project and Mortgaged Properties from time to time during the currency of the Debentures. The first valuation report will be submitted to the Debenture Trustee prior to issue Open Date. Subsequently the issuer will arrange to submit a valuation report from the Designated Valuer at an interval of every 12 months commencing from the Series I Date of Allotment. The cost of all such valuation reports will be borne by the Issuer. The Issuer and the Security Providers shall provide all the information, documents and access to the Designated Valuer for the purpose of the valuation. The Issuer undertakes to provide timely access to the Mortgaged Properties, records, assistance and cooperation to the Designated Valuer in connection with the valuation of the Mortgaged Properties. The Issuer shall have no right to terminate the services of the Designated Valuer without prior written consent of the Trustee/Debentureholders.

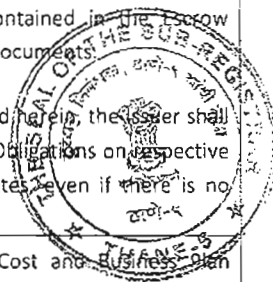
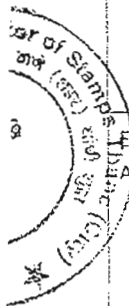
The Debenture Trustee shall have the right to replace the Designated Valuer at any time and the decision of the Debenture Trustee in this regard shall be final and binding on the Issuer.

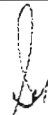




(Signature)

Debenture Trustee

	<p>If the circumstances so require, the Debenture Trustee at the recommendation/ requisition of the Debentureholders/ Debenture Trustee may obtain the valuation report at such shorter interval as may be decided by the Debenture Trustee.</p>
<p>Required Collateral Value, Top Up</p>	<p>Required Collateral Cover: Minimum of 1.6 times of all the outstanding Obligations for the Project i.e. the Market Value (determined as under) of the Mortgaged Properties/Project is not less than 1.6 times of all the outstanding Obligations.</p> <p>Market Value = market value of unsold flats/units/plots forming part of the Mortgaged Properties as per the latest valuation report or as per the latest sale price of the flats/units/plots forming part of the Mortgaged Properties, whichever is less + Total sale consideration of sold flats/units/plots - amount received from purchasers in respect of sold flats/units - Project Cost yet to be incurred on the Project.</p> <p>If at any time the collateral cover falls below the Required Collateral Value, the Issuer shall, within thirty days of such fall shall, either prepay the part of the Debentures via automatic pre-payment mechanism or provide cash or cash collateral or any other security acceptable to the Debenture Trustee/ Debentureholders to top up the collateral cover at least to the level of the Required Collateral Value. The cash collateral (if any) shall be deposited in the Master Escrow Account and shall be used for redemption of the Debentures. The Issuer shall have no right to seek withdrawal of the cash so deposited as long as the Debentures remains outstanding.</p>
<p>Escrow Accounts</p>	<p>The Issuer shall open no lien specific purpose accounts ("Escrow Accounts") with a bank acceptable to the Debenture Trustee and in accordance with the provisions of RERA.</p> <p>All the Receivables/receivables arising out of the Mortgaged Properties/Project(s) shall be deposited in the Escrow Accounts and shall be utilized as per the provisions contained in the Escrow Agreement, forming part of the Debenture Documents.</p> <p>Notwithstanding anything contrary contained herein, the Issuer shall continue to remain liable to repay/pay the Obligations on respective Redemption Dates or Interest Payment Dates, even if there is no amount(s) lying in the Escrow Accounts.</p>
<p>Business Plan</p>	<p>1. The Issuer shall finalize the Project Cost and Business Plan incorporating the construction schedule, means of finance, and</p>



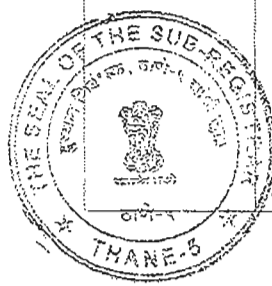
  Issuer	 Debenture Trustee
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Construction milestones in consultation with and to the satisfaction of the Debenture Trustee/ Debentureholders. The issuer shall before Series I Date of Allotment furnish a copy of the Business Plan and Project Cost approved by the Board of Directors of the Issuer to the Debenture Trustee/ Debentureholders.

2. The Debenture Trustee/ Debentureholders shall have right to review revise, alter and amend the Business Plan and Project Cost at any time. The Issuer shall provide all information, documents and render all the cooperation as may be required for such review. Any modification, alternation, revisions made by the Debenture Trustee/ Debentureholders in the Business Plan and Project Cost shall be binding upon the Issuer.
3. The Issuer shall not, without the prior written consent of the Debenture Trustee/ Debentureholders, revise, alter, amend or change the Business Plan and/or the Project Cost. Provided that the Issuer may effect a change up to 10% in the Project Cost without the prior consent of the Debenture Trustee/ Debentureholders.
4. The issuer shall at least seven (7) days prior to end of each calendar quarter submit the item and month wise construction budget for the ensuing quarter for the Project. The Quarterly Construction Budget for the Project needs to conform with the Business Plan and Project Cost approved by the management of the Issuer. The issuer shall submit within seven (7) days of end of each quarter, the following documents:
 - a) Certificate from an architect/project manager regarding the current status of the construction, item and month wise expenditure incurred on the Project;
 - b) A statement regarding number of units sold in the last quarter, sale proceeds received during such quarter, GST & Services Tax received and paid to Governmental Authority, total unit/flats sold in the Project till the date of certificate, total sale proceeds payable in respect of said sales, amount received by the Issuer till the date of certificate and balance sale consideration to be received from the sold units/flats;
 - c) Certified copy of any Approvals received by the Issuer during

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the quarter;

d) Any other document or information as may be relevant for required by the Debenture Trustee/ Debentureholders for verifying whether the Project have progressed as per the Business Plan.

5. The Debenture Trustee/ Debentureholders may approve the Quarterly Construction Budget or may advise the Issuer to make modification. The Issuer will revise/modify the Quarterly Construction Budget if so advised by the Debenture Trustee/ Debentureholders. The Quarterly Construction Budget once approved by the Debenture Trustee/ Debentureholders (Approved Quarterly Construction Budget) shall be applicable to for the quarter for which the same is approved and the amount from the Escrow Account(s) to meet the construction cost shall during such quarter will be released as per the Approved Quarterly Construction Budget subject to availability of the amount in the Escrow Accounts. The Debenture Trustee/ Debentureholders may in suitable circumstances and at the request of the Issuer approve such modification/revisions in the Approved Quarterly Construction Budget as may be deemed necessary by the Debenture Trustee/ Debentureholders. It is clarified that the amount from the Escrow Accounts to meet the construction cost shall be released as per the Business Plan, subject to availability of the amounts in the Escrow Accounts. The Debenture Trustee/ Debentureholders may, in suitable circumstances and at the request of the Issuer, approve such modifications/revisions in the Business Plan as may be deemed necessary by the Debenture Trustee/ Debentureholders.

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Project Monitoring Mechanism

The Issuer shall submit the following documents/certificates to the Debenture Trustee:

(i) Seven days after close of each quarter a certificate from the architect/project manager/ chartered accountant of the Issuer regarding item wise expenditure incurred on the Project in the quarter;

(ii) Within 15 days from the close of each calendar quarter, a certificate from architect to the effect that the construction is being done as per the approved plan and there is no deviation from the same or highlighting any deviation for the Project;

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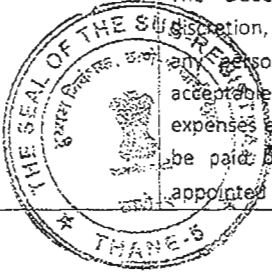
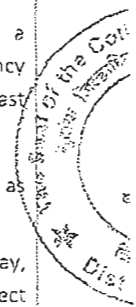
  Issuer	 Debenture Trustee
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- (iii) At the end of each quarter certificate from the architect regarding status of construction of the Project and the progress made in the last quarter;
- (iv) Sales MIS of the Project within 7 business days of closure of the month;
- (v) Copy of current bank account statement of the Issuer in which funds are released from the Escrow Account for meeting Project Cost;
- (vi) Within seven (7) days of receipt of any additional Approval submit a certified copy of the same to the Debenture Trustee for the Project;
- (vii) Within 15 days of end of each quarter, the Issuer shall submit a declaration that it has complied with all the terms and conditions stipulated in the Approvals and all the Approvals are subsisting and none of them has been rescinded, withdrawn or cancelled;
- (viii) Within 45 days of close of each financial year, submit a certificate from its statutory auditor regarding the sufficiency of the Insurance Contracts, any claim made during the last financial year and status of such claim;
- (ix) Submit/furnish such other document, data, information etc. as may be required by the Debenture Trustee for the Project.

Provided however that Debenture Trustee/ Debentureholders may, depending upon the prevalent circumstances, appoint an architect for verifying the progress/ status of the Project on such periodicity as may be decided by the Debenture Trustee/ Debentureholders. Such architect will submit its report to the Debenture Trustee/ Debentureholders. The fee of such architect shall be borne by the Issuer.

The Debenture Trustee/ Debentureholders shall, at its sole discretion, have the right to appoint a project monitoring agency or any person to monitor the Project in the form and manner acceptable to the Debenture Trustee/ Debentureholders. The fees, expenses etc. of such project monitoring agency or such person will be paid by the Issuer. The monitoring agency or such person appointed by the Debenture Trustee/ Debentureholders shall, inter



  Issuer	 Debenture Trustee
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alia, do the following acts and deeds:

- a) Monitoring and verifying the sales in the Project;
- b) Monitoring the construction cost incurred in the Project and examine the quarterly construction budget and advise the Debenture Trustee on the same;
- c) Monitoring the progress in construction of the Project;
- d) Coordination with the Issuer and the Debenture Trustee for valuation of the Project including substitution/replacement of the Designated Valuer;
- e) Inspection and site visit;
- f) Finalization of budget;
- g) Generally, facilitate in dealings between the Debentureholders and the Issuer. The Issuer will route all the requests to the Debentureholders through the Debenture Trustee;
- h) Any other matter as may be mutually decided by the Debenture Trustee/ Debentureholders and issuer.

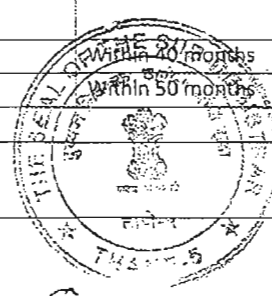
The Issuer shall provide access to the Project, Project Documents, Approvals to such person/project monitoring agencies and shall also provide appropriate authorizations, if required, for the purposes of monitoring the Project.

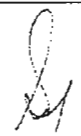




Project Milestone

1. The Issuer shall achieve/adhere/ensure the following approval milestones in respect of the Project:

Milestones	Timelines from Series I Date of Allotment
CC for area admeasuring approx. 4,04,285 sq ft. saleable area for Tower D5	Within 12 months
Plinth CC for Tower D6	Within 12 months
CC for area admeasuring approx. 2,02,000 sq ft. saleable area for Tower D6	Within 24 months
CC for area admeasuring approx. 4,04,285 sq ft. saleable area for Tower D6	Within 30 months
OC for Tower D5	Within 20 months
OC for Tower D6	Within 50 months



  Issuer	 Debenture Trustee
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Milestones	Timelines from Series I Date of Allotment
Plinth Completion of Tower D5	Within 6 months
50% RCC work completion for Tower D5	Within 16 months
Plinth completion of Tower D6	Within 15 months
100% RCC work completion for Tower D5 and 50% RCC work completion for Tower D6	Within 32 months
100% RCC work completion for Tower D6	Within 42 months
Finishing Completion of Tower D5	Within 38 months
Finishing Completion of Tower D6	Within 48 months

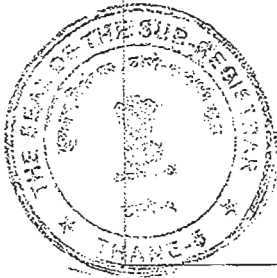
The physical progress for deciding % shall be decided by Debenture Trustee's technical team.




The Issuer shall ensure the following minimum Sales area and sales price per sq. ft. on Saleable Area for the Project ("Minimum Saleable Area Price").

Timeline	Incremental Sales (sq. ft)	Minimum all-inclusive sales price for the incremental sales (per sq. ft)
Till date	181,515	8,620
Year 1	75,000	8,900
Year 2	1,30,000	9,400
Year 3	1,30,000	9,900
Year 4	1,30,000	10,200
Year 5	1,62,055	10,400

In the event of failure and breach of the Issuer and /or Security Providers to ensure sale of inventory on the minimum selling price as stipulated above including the timeline to achieve projected sales milestone, the Debenture Trustee/ Debenture holders shall have unfettered rights to sell/dispose of such inventory/units/plots/shops forming part of the Project to prospective purchasers in the open market at such price, terms and conditions as may be decided by the Debenture Trustee/ Debenture holders

Any breach of the milestones stipulated herein shall tantamount to an event of default unless the same is rectified within the cure period



  issuer	 Debenture Trustee
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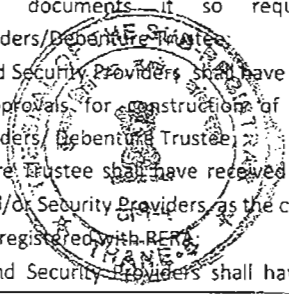
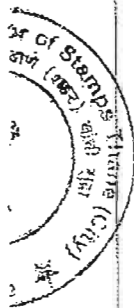
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as stipulated in this Deed.

Conditions
Precedent for
Series I
Debentures

- a) The Issuer and Security Providers shall have established the clear title to its immovable and movable properties required to be charged as per the Security Clause in favor of the Debentureholders/Debenture Trustee to the satisfaction of the Debentureholders/Debenture Trustee;
- b) The Issuer and Security Providers shall per procured no-objection from existing lenders for creation of mortgage and charge in the form & manner acceptable to the Debentureholders/Debenture Trustee;
- c) The Issuer and Security Providers shall have submitted the valuation report in respect of the Mortgaged Properties from the Designated Valuer;
- d) The Issuer and Security Providers shall have opened and perationalized the Escrow Account/s;
- e) The Issuer and/or Security Providers, as the case may be shall have opened the Master Escrow A/cs, Escrow A/cs and RERA Current A/cs, Construction Escrow A/c as stated in above under the "Escrow Mechanism" in accordance with RERA;
- f) The Issuer and Security Providers shall have created and perfected Security Interest as per the security clause;
- g) The Issuer shall have furnished from a practicing chartered accountant a certificate that there are no outstanding tax payments/demands/notices, dues payable to any tax authorities;
- h) The Issuer shall have entered into arrangement with the depositories for issuing and holding Debentures in demat form;
- i) The Issuer shall and ensure that the Security Providers, as the case may be, shall have amended/modified its/their constitutional documents if so required by the Debentureholders/Debenture Trustee;
- j) The Issuer and Security Providers shall have furnished all the necessary approvals for construction of Project to the Debentureholders/ Debenture Trustee;
- k) The Debenture Trustee shall have received certificate from the Issuer and/or Security Providers as the case may be, that the Project is registered with RERA;
- l) The Issuer and Security Providers shall have provided the



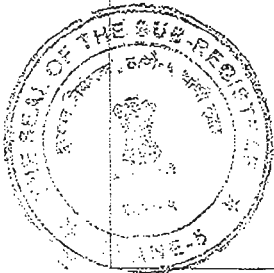
  Issuer	 Debenture Trustee
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details of the flats/units sold in the Project along with name of purchasers, area, total consideration, amount already received, balance amount to be received, schedule of payment and shall have submitted the copies of the agreements to sell, allotment letters etc.;

- m) The Issuer and Security Providers shall have furnished a certificate from an architect to the effect that construction has been/being carried out as per the Approvals pertaining to the Project and there is no deviation from the said Approvals pertaining to the Project;
- n) The issuer and Security Providers shall have submitted the certified copies of the all the Approval pertaining to the Project which the Issuer and Security Providers has obtained till the Series I Date of Allotment and shall have confirmed that all the said Approvals pertaining to the Project are subsisting and valid;
- o) The Issuer and Security Providers shall have submitted certified true copies of the complete architectural and structural design of the Project including but not limited to; (a) Architect's Design Basis Report, (b) Structural Engineer's Design Basis Reports, (c) complete set of construction drawings related to both the structural and non-structural elements of the Project; (d) Architect's Certificate, and (e) Structural Engineer's Certificate;
- p) The Debentureholders/Debenture Trustee shall have completed the techno-financial review of the Project;
- q) The Issuer shall have furnished ECS mandate and/or furnished/given post dated cheque for interest payment and undated cheque for repayment of principal amount of the Debentures;
- r) Issuer and Security Providers(s) shall have submitted all KYC, constitutional documents of the Issuer and Security Providers(s), resolution and authorizations etc.;
- s) The Issuer shall have executed a Demand Promissory Note in the form and manner acceptable to the Debentureholders/Debenture Trustee;
- t) Furnished corporate approvals for approving terms of conversion of the debt into equity of the Issuer on occurrence of event of default;
- u) Furnished a written confirmation to the satisfaction of the Debentureholders/Debenture Trustee that none of the board of directors of the Issuer/Security Providers have been

The Seal of the Co. is
 attached herewith



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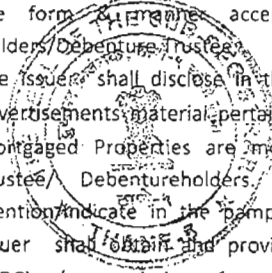
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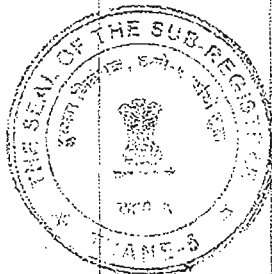
declared as willful defaulter.




- v) The Issuer shall have issued irrevocable instructions directing the buyers of the sold flats/units in the Project/Mortgaged Properties to make payment of the balance sale consideration under their respective Agreements for Sale/allotment letters in the Escrow Accounts only. The Issuer shall have procured the acknowledgement and consent of such flat/units purchasers for the above purpose. The Issuer shall have provided the documentary proof thereof to the satisfaction of the Debenture Trustee;
- w) The Issuer and/or Security Providers, as the case may be, have intimated and notified the Allottees, as defined under RERA, to deposit all Receivables in the respective Master Escrow A/cs;
- x) The Issuer shall have provided confirmation from the owners/buyers of the sold apartments that the balance receivable shall be deposited in the Escrow Accounts;
- y) The Issuer shall have issued irrevocable instructions directing the buyers of the sold flats/units in the Project/Mortgaged Properties to make payment of the balance sale consideration under their respective agreements for sale/allotment letters in the Escrow Accounts only. The issuer shall have provided the documentary proof thereof to the satisfaction of the Debenture Trustee/ Debentureholders;
- z) The Issuer and Security Providers shall have obtained necessary NOC from existing Lender/s, as may be required by the Debenture Holders/ Debenture Trustee, in respect of the existing facilities for the Project together with consent for creating charge on the Project; Further, the Issuer and Security Providers shall procure no-objection from existing lenders, as may be required by the Debenture Holders/ Debenture Trustee, for creation of mortgage and charge in the form acceptable to the Debenture Holders/ Debenture Trustee;
- aa) The Issuer shall disclose in the Pamphlets / Brochures / advertisements material pertaining to the Project that the Mortgaged Properties are mortgaged to the Debenture Trustee/ Debentureholders. The Issuer shall also mention/indicate in the pamphlets / brochures, that the Issuer shall obtain and provide No Objection Certificate (NOC) / permission from the Debenture Trustee/



  Issuer	 Debenture Trustee
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<p>टनन - ५</p>	<p>Debentureholders for sale of flats / units in the Project, if required;</p>
<p>२३७६८३९/२०१९</p>	<p>bb) The Issuer shall have the Security Providers obtain requisite NOC from Societies in a form and manner acceptable to the Debenture Trustee, if required;</p>
<p>२३५ / १९८६</p>	<p>cc) The Issuer and/or Security Providers shall confirm compliance of all Milestones mentioned in the Project Milestone clause above and have submitted necessary Architect Certificate, Technical Due Diligence report & Sales Audit Report confirming the compliance of the same;</p> <p>dd) The issuer shall have deposited the original title documents in respect of all Mortgaged Properties, to Debenture Holders/Debenture Trustee;</p> <p>ee) The Issuer shall prominently display in main part of the Mortgaged Properties/Project clearly indicating that the same is mortgaged to the Debenture Trustee/ Debentureholders.</p>
<p>Conditions Precedent for Series II Debentures</p>	<p>a) Placement of offer letter PAS-4/ Disclosure Document with the investors in respect of the issue of the Series II Debentures along with the requisite board resolution for issue of Series II Debentures.</p> <p>b) Provide pricing supplement containing the details of Applicable Interest Rate, Tenure/Redemption, other terms and conditions at the time of issue of Series II Debentures in the Disclosure Document.</p> <p>c) The Issuer shall have executed a demand promissory note in favour of the Debenture Trustee for repayment of the Series II Debentures in a form and manner and to the satisfaction of the Debenture Trustee.</p>
<p>Special Conditions</p>	<ol style="list-style-type: none"> 1. The Issuer shall within 30 days of the Series I Date of Allotment and Series II Date of Allotment respectively furnish the end use certificate in respect of the utilization of the subscription proceeds. 2. The Issuer and Security Providers shall have filed requisite forms with the RoC pertaining to creation of charge in favour of the Debenture Trustee and provided proof of registration thereof within 30 days from the respective Dates of Allotment. 3. The issuer shall not raise any additional funding for the Project without the prior written consent of the Debenture Trustee.



<p></p> <p></p> <p>Issuer</p>	<p></p> <p>Debenture Trustee</p>
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4. The Issuer shall assure and undertake that they shall seek a no objection certificate with respect to any sale as may be proposed by them and shall deposit all the receivables accrued from such sale(s) in the respective Escrow Accounts.

5. The Debenture Trustee shall have a right to appoint advertising agents, sales and distribution agents, brokers, etc. for the Project.

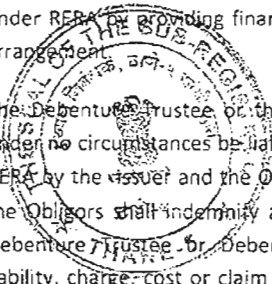
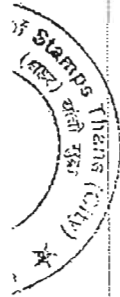
6. The Issuer and the Security Providers shall pay all the taxes levied on or in respect of the transaction including for creation and perfection of security but not limited to interest tax, service tax, stamp duty and any other surcharge levied by Governmental Authority from time to time. Any levies or taxes on the principal repayments would be to the Issuer's account and such repayments would be grossed up such that the Debentureholder(s) would receive the same amount as if no such deduction had been applied except TDS.




7. The Issuer and Security Providers shall comply with and adhere to all the provisions of Real Estate (Regulation and Development) Act, 2016, and the rules and regulation framed thereunder including any amendments made thereto, from time to time including but not limited to the following:

(i) The Issuer and Obligors shall not create any further charge, than that be created under this understanding, on the Project and the Project receivables without the prior written approval of the Debenture Trustee.

(ii) The Issuer and Obligors shall ensure that the Debenture Trustee/Debentureholders do not come under the purview of definition of "Promoter" or "Co-Promoter" under RERA by providing financial assistance under this arrangement.

(iii) The Debenture Trustee or the Debentureholders shall under no circumstances be liable for non-compliance of RERA by the issuer and the Obligors and the Issuer and the Obligors shall indemnify and keep indemnified the Debenture Trustee or Debentureholders against any liability, charge, cost or claim that it incurs due to such



  Issuer	 Debenture Trustee
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non-compliance.

8. - The Issuer and Security Providers shall indemnify the Debenture Trustee and the Debentureholder(s) against all litigation costs, claims and damages with respect to this transaction.

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in the event of any disputes, objections, claims, litigations, arising out of or in connection with the Project, enforcement of security and initiation of the recovery proceeding, the Issuer and/or Security Providers shall have to reimburse all the costs, charges and expenses (including but limited to the Advocates fee, expenses, litigation cost, court fee etc) as may be incurred by the Debentureholder/ Debenture Trustee in respect of the same and shall have to keep the Debentureholders/Debenture Trustee indemnified against the same;

10. The Issuer shall pay/reimburse all legal, due-diligence and out of pocket expenses/costs incurred by the Debenture Trustee on investigation of title to the Project.

11. The Issuer and the Security Providers shall promptly inform the Trustee / Debenture holders of (i) any notice received by the issuer in respect of the Project, Approvals or payment of taxes; (ii) the circumstances and conditions which are likely to stall or impede the implementation of the Project or which are likely to delay the completion or compel or lead to abandonment of the Project; (iii) suspension of construction activities beyond fourteen days on the Project; (iv) receipt of any winding up or insolvency notice received from any person; (v) occurrence of an Event of Default or Potential Event of Default; (vi) any notice of terminations/suspension etc. received from counterparty to any Project Documents; (vii) intimation/ receipt of notice regarding initiation of any legal proceedings or enquiry against the Project/ Approvals/ Project Documents etc.; (viii) refusal, suspension or withdrawal of any Approval; (ix) appointment of any receiver, liquidator or similar office in respect of any or all of the assets of the Issuer or any of the Security Providers; (x) any notice received by the Issuer from any of its lender regarding recall/acceleration of the redemption of Debentures, initiation of recovery proceedings

12. The Debenture Trustee shall, at the cost of issuer, have a right to appoint a external auditor, chartered accountant, architect to

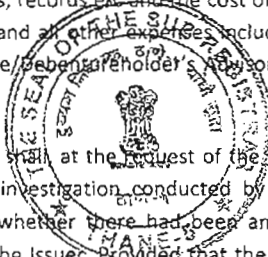


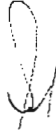


  ISSUER	 Debenture Trustee
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carry out audit for the Project on a quarterly basis and submit the report directly to the Debenture Trustee

13. The Debenture Trustee shall have right to inspect the books and records etc of Issuer and/or Security Providers in respect of the Project and shall have right to appoint the counsel or consultant or chartered accountant to inspect and conduct the concurrent audit and such counsel or consultant or chartered accountant shall have right to take a copy/photocopy of any of such books, records etc.
14. The Trustee/ Debentureholder, Trustee/ Debentureholder's representatives and professionals appointed by the Trustee/ Debentureholder shall, at the cost of the Issuer, have the right to conduct visits to the Project and Mortgaged Properties from time to time. The Issuer and Security Providers(s) shall provide all necessary assistance to the Trustee/Debentureholder and its representatives, advisors and consultants to conduct the visit, inspect the progress of the Project, verify the Approvals etc.
15. The Trustee/Debentureholder (including its representatives, advisors and consultants) shall have the right to carry out concurrent audit and/or technical, financial and legal inspections/audit of the Project/Mortgaged Properties and to inspect the books and records etc. of the Issuer and/or Security Providers(s). The Trustee/Debentureholder shall have right to appoint the architect, auditor, counsel, chartered accountant/cost accountants and other professionals (collectively the Trustee/Debentureholder's Advisors) to inspect and conduct technical, financial and legal inspections/audit. The Trustee/Debentureholder and/or Trustee/Debentureholder's Advisors shall have the right to take a copy/photocopy of any of such books, records etc. and the cost of such inspection, copying, travelling and all other expenses including fees and expenses of the Trustee/Debentureholder's Advisors shall be payable by the Issuer.
16. The Issuer shall, at the request of the Trustee/Debentureholder, cause an investigation conducted by its statutory auditors to ascertain whether there had been any diversion/ siphoning of funds by the Issuer. Provided that the Trustee/Debentureholder shall also have the right to give instructions to the statutory



  Issuer	 Debenture Trustee
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auditors of the Issuer to carry out the investigation as to whether there was any incident of diversion/ siphoning of funds by the issuer. The statutory auditors shall forward his/ its report directly to Trustee/Debentureholder. The cost of the investigation shall be borne by the Issuer.

17. The Trustee/Debentureholder shall have right to appoint any other developer / contractor of his choice for the development of the Project, if the issuer fails to meet the Project milestone or any other event for two consecutive quarters.

18. The Issuer shall and cause Security Providers to furnish such information and documents as may be required by the Debenture Trustee/ Debentureholders from time to time including but not limited to audited/unaudited quarterly, half yearly and annual management and accounts statements. Further the issuer shall provide all information related to any new business started by the issuer/Security Provider(s) well in advance;

19. The issuer shall prominently display in conspicuous part of the Project clearly indicating that the Project/ Mortgaged Properties are charged to the Trustee for and on behalf of the Debenture holders. The issuer shall also display in all its marketing media not limited to audio/video, digital and print media that the Project/ Mortgaged Properties are charged to the Debenture Trustee and the Debenture holders.




20. The Issuer shall disclose in the Pamphlets / Brochures / advertisements material pertaining to the Project that the Mortgaged Properties are mortgaged to the Debenture Trustee/ Debentureholders. The issuer shall also mention/indicate in the pamphlets / brochures, that the Issuer shall obtain and provide No Objection Certificate (NOC) / permission from the Debenture Trustee/ Debentureholders for sale of flats / units in the Project, if required.

21. The Issuer shall furnish the copy of the shareholder agreements/ investment agreement if any entered into between the issuer and its shareholders.

22. The Issuer and Security Providers shall open separate specific purpose account in respect of the Project for depositing the GST

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  Issuer	 Debenture Trustee
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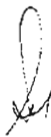


and Service Tax, etc. collected from the buyers. The Issuer and/or Security Providers shall pay the aforesaid taxes within the statutory period set out for payment thereof under the applicable laws. The Issuer and/or Security Providers shall also file the returns with respect to aforesaid taxes at the periodicity and time prescribed under the applicable laws. The Issuer and/or Security Providers shall within 15 days of payment of the Service Tax and/or GST and filing of return thereof provide a certificate from a CA in respect of the amount collected on account of aforesaid taxes for the relevant filing period and tax remitted to the Governmental Authority along with certified copies of returns filed and proof of payment said taxes.

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- 23. The Issuer and shall also pay regularly the property tax, land revenue tax, municipal tax and any other tax payable by the Issuer and the Security Providers pertaining to the Mortgaged Properties, Project or on business and on half yearly basis provide the documentary proof satisfactory to the Debenture Trustee in respect of the taxes paid during such period to the Governmental Authority;
- 24. The Debenture Trustee (including the consultants/advisors appointed by the Debenture Trustee) shall have right to conduct inspection of any of the Project at such intervals as may be decided by the Debenture Trustee. The Issuer shall provide all supporting, documents, information etc to the Debenture Trustee and/or its nominee/advisors/consultants for the purpose. The cost of the said inspection shall be borne by the Issuer, as the case may be.
- 25. The Issuer and Security Providers shall furnish the details of their respective existing and future borrowing on quarterly basis latest within 15 days of start of each quarter with detail of the lenders and security provided for such borrowings.
- 26. The Issuer and/or Security Providers shall obtain prior written consent of the Debenture Trustee before affecting any sale/booking etc in any of the Project. The modalities of the sale, permission etc. shall be in the form and manner as may be decided by the Debenture Trustee.
- 27. The Issuer will seek the conditional no objection certificate approval of the Trustee/Debenture Holder if the booking is done

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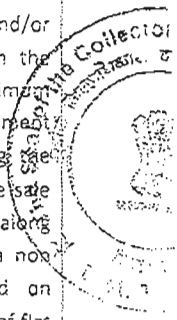
  Issuer	 Debenture Trustee
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below the Minimum Saleable Area Price.

28. The Issuer/Security Provider(s) may book the plots for sale in the Mortgaged Properties, collect booking amount in the event the booking is done at or above the Minimum Saleable Area Price. In such a case the issuer/Security Provider(s) may bank the cheque(s) so received and disclose the same in the sale statement as mentioned hereunder. The Issuer and/or Security Providers may collect booking amount and seek the conditional no objection certificate/ approval of the Trustee as and when required. The issuer and/or Security Providers shall deposit the booking amounts in the Escrow Accounts so long as the sale is happening above the Minimum Saleable Area Price as per the terms hereof but shall not issue allotment letter. The Issuer and/or Security Providers shall obtain prior written consent of the Debenture Trustee before affecting any sale/booking etc in the Project.

29. The Issuer and/or Security Providers may collect booking amount and seek the conditional no objection certificate/ approval of the Debenture Trustee as and when required. The issuer and/or Security Providers shall deposit the booking amounts in the Escrow Account unless the sale is happening below the minimum price fixed as per the terms hereof but shall not issue allotment letter. The Issuer and/or Security Providers shall during the tenure of the Debenture submit to the Debenture Trustee sale statement on a monthly basis i.e. on 30th of each month along with copies of the booking forms. In case 30th falls on a non Business Day the sale statement shall be submitted on immediate next Business Day. If for any period no booking of flat is made, the Issuer and/or Security Providers shall submit sale statement with NIL sales. The Debenture Trustee shall review the sale statement and call for the additional information and documents if so deemed necessary by them. The Debenture Trustee shall on receipt of sale statement or additional information and/or documents, as the case may be, approve or reject the sale and if approved, recommend to the Debenture Trustee for issuance of the conditional no objection certificate, at its/their absolute discretion. The Issuer and/or Security Providers, as the case may be, shall immediately cancel the booking of those flats/units for which it has not received the NoC from the Debenture Trustee, return the cheque/refund the



  ISSUER	 Debenture Trustee
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booking amount to the purchaser and forward a copy of the cancellation of booking to the Debenture Trustee.

30. The Issuer may execute the sale deed/sale agreement only after the receipt of the no objection certificate from the Debenture Trustee. In case the sale is below the base/minimum price as setout herein, then the difference amount shall be deposited by the Issuer in the Escrow Account from its own sources. The Issuer and/or Security Providers shall forward a copy of the registered sale deed to the Debenture Trustee.

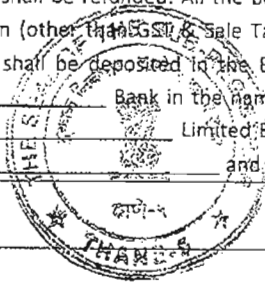
31. In the event that it is observed by the Debenture Trustee and/or the Debenture Trustee so appointed that the sales are not as per the agreed timelines and as per the agreed sales milestones for the Project, then the Debenture Trustee shall have the right to revise the agreed price and sell and/or facilitate the sale of units in the Project.

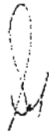


32. The Issuer and the Security Providers shall confirm that there are no shareholder agreements that in any way contravene the provisions of this arrangement or require the pledgors to obtain prior consent of any party for creation of pledge.

33. The issuer shall clearly mention in all the allotment letters/payment advise/sale agreements of Mortgaged Properties the following and the Issuer shall not accept any cheque/demand draft which is not drawn in the manner as prescribed hereunder towards the sale consideration:

(i) Allotment Letter

"entire Project has been mortgaged to the Debenture Trustee and the allotment of flats/units out of the Project is subject to the condition of obtaining the conditional no objection (NoC) from the Debenture Trustee and in case Debenture Trustee refuses to give NoC or the NoC is not appled for, the allotment will automatically be cancelled and the booking amount shall be refunded. All the booking amount/sale consideration (other than GST & Sale Tax), by whatsoever name called shall be deposited in the Escrow Account opened with _____ Bank in the name and style of ' _____ Limited Escrow a/c' bearing account no. _____ and all the



  <p>Issuer</p>	 <p>Debenture Trustee</p>
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cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account".

(ii) Payment Advice

"The amount referred to in this Payment Advice shall be deposited in the Escrow Account opened up with _____ Bank in the name and style of '_____ Limited Escrow a/c' bearing account no. _____ and all the cheques/demand drafts shall be drawn in favour of the aforesaid Escrow Account."

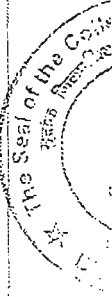
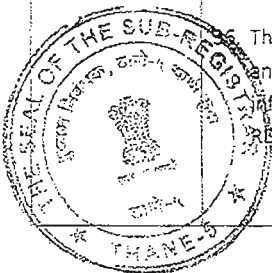
(iii) Sale Agreement




"The Project has been mortgaged to Debenture Trustee and the sale is subject to the terms of the conditional no objection (NoC) issued by Debenture Trustee. All the sale consideration (other than GST & Sale Tax), by whatsoever name called, shall be deposited in the Escrow Account opened with _____ Bank in the name and style of '_____ Limited Escrow a/c' bearing account no. _____ and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. This flat/unit shall remain mortgaged to Debenture Trustee till deposit of sale consideration in full in the Escrow Account."

34. The issuer/Security Providers(s), as the case may be, shall route all the Receivables of the Project/Mortgaged Properties through the Escrow Account only and not otherwise.

35. The issuer shall file Form PAS - 3 with the concerned ROC with the prescribed fees alongwith a complete list of Debentureholders in relation to allotment of Debentures within a period of 30 (thirty) days of the each Date of Allotment.

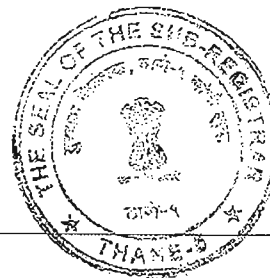
The issuer and the Security Providers shall provide such deeds and documents, certificates, affidavits, approvals and information to its banks, may be required under the provisions of the Act and the Regulations.

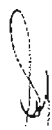




  <p>Issuer</p>	 <p>Debenture Trustee</p>
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	<p>37. Upon occurrence of an Event of Default, if required by the Trustee/Debenture Holders, the Issuer shall handover original copies of all the Project Documents, certificates and approvals etc. to the Trustee/Debenture Holders in order to enable the Trustee/Debenture Holders to complete the Project. The Issuer shall extend such support as may be required by the Trustee/Debenture Holders for completion of the Project.</p> <p>38. Non-compliance of any of the provisions of RERA by the Issuer and the Security Providers or non-opening of bank accounts, as stated earlier, non-appointment of Professionals or failure of the Issuer and the Security Providers to ensure deposit of all Project receivables in the respective Master Escrow A/cs shall amount to Event of Default. Any other special conditions which may be deemed necessary by the Debentureholders/Debenture Trustee after completing the due diligence.</p>
Record Date	Any payments in respect of the Debentures shall be made to the Debentureholders whose names are recorded in the register of Debentureholders of the Issuer or in the depository system as of the record date, which shall be a date that is seven (7) Business Days prior to the proposed date of payment.



  Issuer	 Debenture Trustee
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THE FOURTH SCHEDULE

(Form of Debenture Certificate)

This Certificate is exempt from payment of Stamp Duty under Proviso to Article 27 of Schedule - I to the Indian Stamp Act, 1899

(Registered under The Companies Act, 1956)

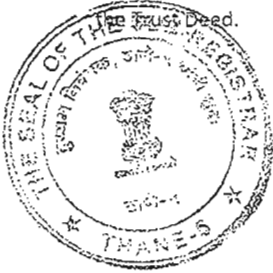
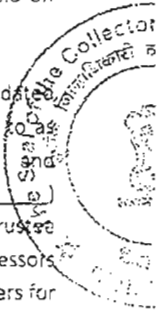
Registered Office :

SHARE CAPITAL :

AUTHORISED ISSUED SUBSCRIBED AND PAID-UP :-

Issue of _____ % Redeemable Secured Non- Convertible Debentures of Rs. _____ each of the aggregate nominal value of Rs. _____ (Rupees _____ only) carrying interest at the rate of _____ % per annum, all ranking pari passu inter se and numbered _____ to _____ (both inclusive) made under the authority of the Memorandum and Articles of Association of the Issuer and Resolutions passed by the Board of Directors of the Issuer at their meetings held on _____ and the issuer at its Annual General Meeting held on _____.

This Debenture is issued in terms of the Debenture Trust Deed of the _____ day of _____ (hereinafter referred to as "the Trust Deed") entered into between the Issuer and _____ Ltd. _____ as Trustee (hereinafter referred to as "the Trustee") (which expression includes its successors and assigns under the Trust Deed). The Trustee will act as Trustee for the holders for the time being of the Debentures (hereinafter referred to as "the Debentureholders") in accordance with the provisions of the Trust Deed whereby all remedies for the recovery of the principal amount and interest are vested in the Trustee on behalf of the Debentureholders. The Debentureholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of



Redeemable Secured Non-Convertible Debentures of
 Rs. _____ each. Amount paid up per Debenture
 Rs. _____

  Issuer	 Debenture Trustee
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Regd. Folio No. :
 Certificate No. :
 Name(s) of the Holder(s)
 No. of Debenture(s)
 Distinctive No.(s)

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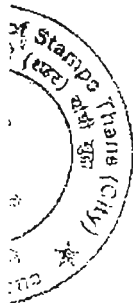
This Debenture is issued subject to and with the benefit of the Financial Covenants and Conditions endorsed hereon which shall be binding on the Issuer, the Trustee, the Debentureholders and all persons claiming, by through or under any of them. The Issuer hereby agrees and undertakes to duly and punctually pay, observe and perform the Financial Covenants and Conditions endorsed hereon.

Given under the Common Seal of the Issuer this _____ day of _____

DIRECTOR

DIRECTOR



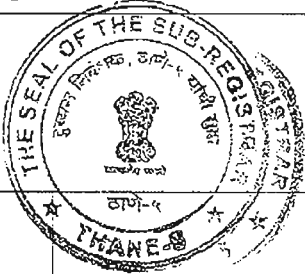

Secretary/Authorised Signatory
 Financial Covenants and Conditions
 (Copy from Fourth Schedule).



Issuer No.

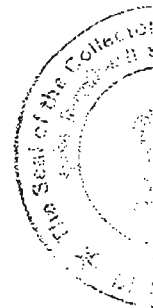
REGISTRATION OF CHARGES




Under Section 77 of The Companies Act, 2013

Particulars	Regn. No.	Date of Regn.
  Issuer	  Debenture Trustee	

Debenture Trust Deed

dated _____
of favour of _____ as
Debenture Trustee
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 	 Debenture Trustee
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THE FIFTH SCHEDULE

PROVISIONS FOR THE MEETINGS OF THE DEBENTUREHOLDERS




The following provisions shall apply to the meetings of the Debentureholders:-

1. The Trustee or the Issuer may, at any time, and the Trustee shall at the request in writing of the holder(s) of Debentures representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, convene a meeting of the holders of the Debentures. Any such meeting shall be held at such place in the city where the registered office of the Issuer is situate or at such other place as the Trustee shall determine.
2.
 - a. A meeting of the Debentureholders may be called by giving not less than twenty-one days' notice in writing.
 - b. A meeting may be called after giving shorter notice than that specified in sub-clause (a), if consent is accorded thereto by holders of Debentures representing not less than 95% of the Debentures for the time being outstanding.
3.
 - a. Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
 - b. Notice of every meeting shall be given to :-
 - i. every Debentureholder in the manner provided in the Trustee Agreement;
 - ii. the persons entitled to a Debenture in consequence of death or insolvency of a Debentureholder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and c) the Auditor

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or Auditors for the time being of the issuer in the manner
 authorised by Section 20 of the Companies Act, 2013 (the Act)
 in the case of any members of the Issuer.

4. The accidental omission to give notice to, or the non- receipt of notice by, any
 Debentureholder or other person to whom it should be given shall not
 invalidate the proceedings at the meeting.

5.

a. There shall be annexed to the notice of the meeting a statement
 setting out all material facts concerning each such item of business,
 including in particular the nature of the concern or interest, if any,
 therein of every Director and the Manager, if any. Provided that where
 any item of business as aforesaid to be transacted at a meeting of the
 Debentureholders relates to, or affects, any other company, the extent
 of shareholding interest in that company of every Director, and the
 Manager, if any, of the first mentioned company shall also be set out in
 the statement if the extent of such shareholding interest is not less
 than twenty per cent of the paid up share capital of that other
 company.

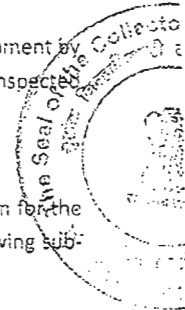
b. Where any item of business relates to the approval of any document by the Collector
 the meeting, the time and place where the document can be inspected shall
 shall be specified in the statement aforesaid.




6.

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a. ^{Five} ~~Five~~ Debentureholders, personally present shall be the quorum for the
 meeting of the Debentureholders and the provisions of following sub-
 clause (b) shall apply with respect thereto.

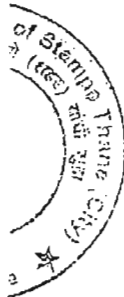
b. If, within half an hour from the time appointed for holding a meeting of
 the Debentureholders, a quorum is not present, the meeting, if called
 upon the requisition of the Debentureholders shall stand dissolved but
 in any other case the meeting shall stand adjourned to the same day in
 the next week, at the same time and place, or to such other day and at
 such other time and place as the Trustee may determine and if at the
 adjourned meeting also a quorum is not present within half an hour
 from the time appointed for holding the meeting, the
 Debentureholders present shall be the quorum.



  issuer	 Debenture Trustee
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- a. The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Debentureholders personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.
- b. If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act, the Chairman elected on a show of hands exercising (for the time being) all the powers of the Chairman under the said provisions.
- c. If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
8. The Trustee and the Directors of the Issuer and their respective Solicitors may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
10. Before or on the declaration of the result of voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by at least five Debentureholders or by holder(s) of Debentures representing not less than one-tenth of the nominal amount of the Debentures for the time being outstanding, whichever is less, present in person or by proxy.
- 11.
- a. A poll demanded on a question of adjournment shall be taken forthwith.
- b. A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made, as the Chairman may direct.



  Issuer	 Debenture Trustee
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12. At every such meeting each Debentureholder shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.

13.

- a. Any Debentureholder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debentureholder or not) as his proxy to attend and vote instead of himself.
- b. In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debentureholder entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Debentureholder.
- c. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of attorney shall be deposited at the Registered Office of the Issuer not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default of such deposit the instrument of proxy shall not be treated as valid.
- d. The instrument appointing a proxy shall :-
 - i. be in writing; and
 - ii. be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- e. The instrument appointing a proxy shall be in any of the forms set out at the foot of Annexure "D" to The Companies (Central Government's) General Rules and Forms, 1956, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles.



Every Debentureholder entitled to vote at a meeting of the Debentureholders of the Issuer on any resolution to be moved thereat shall be entitled during the period beginning twenty four hours before

  Issuer	 Debenture Trustee
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ट न न - ५
 दिनांक ०९.०८.१९ / २०१३
 मंगल पत्र

the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Issuer, provided not less than three days' notice in writing of the intention so to inspect is given to the Issuer.

g. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Issuer at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

14. On a poll taken at any meeting of the Debentureholders a Debentureholder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.

15.

a. When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.

b. The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.

c. Of the two scrutineers appointed under this Clause, one shall always be a Debentureholder (not being an officer or employee of the Issuer) present at the meeting, provided such a Debentureholder is available and willing to be appointed.




16.

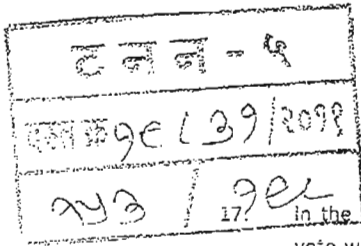
(i) Subject to the provisions of the said Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

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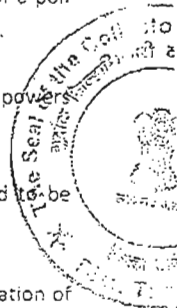
THE REGISTRAR
 COMPANY ACT, 1956
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  Issuer	 Debenture Trustee
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in the case of joint Debentureholders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other jointholder or holders.

18. The Chairman of a meeting of the Debentureholders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
19. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debentureholder.
20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
21. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
22. A meeting of the Debentureholders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in Clause 23 hereof :-
 - (ii) Power to sanction any compromise or arrangement proposed to be made between the Issuer and the Debentureholders.
 - (iii) Power to assent to any scheme for reconstruction or amalgamation of or by the Issuer whether by sale or transfer of assets under any power in the Issuer's Memorandum of Association or otherwise under the Act or provisions of any law.
 - (iii) Power to remove the existing Trustee and to appoint new Trustee in respect of the Trust Securities.



23. The powers set out in Clause 22 hereof shall be exercisable by a Special Resolution passed at a meeting of the Debentureholders duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a

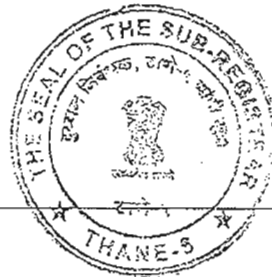
  Issuer	 Debenture Trustee
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show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution is herein called "Special Resolution".

दस्तावेज - १
 दस्तावेज क्र १६६३१/२०१९
 १६/१२/२०१९

24. Save and except the power of Debentureholders contained in clause 22 above which require Special Resolutions, all other powers of the Debentureholders shall be exercised by the simple majority of Debentureholder representing not less than 51% in value of the nominal amount of the Debentures for the time being outstanding.
25. A Resolution, passed at a general meeting of the Debentureholders duly convened and held in accordance with these presents shall be binding upon all the Debentureholders, whether present or not at such meeting, and each of the Debentureholders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such Resolution.
26. Minutes of all Resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Issuer and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such Resolutions were passed or proceeding held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all Resolutions passed thereat or proceedings taken, to have been duly passed and taken.
27. Notwithstanding anything herein contained, it shall be competent to all the Debentureholders to exercise the rights, powers and authorities of the Debentureholders under the said Deed by a letter or letters signed by or on behalf of the Debentureholders without convening a meeting of the Debentureholders as if such letter or letters constituted a Resolution or a Special Resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

of Stamps Thane (City)
 (250)



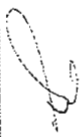


  Issuer	 Debenture Trustee
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क न न - ५
 १५५/१९८
 १५५/१९८

ANNEXURE A
 DETAILS OF SOLD UNITS

sr.no.	flat_no	Floor	wing	Proposed Aggregate Carpet Area of the Flat (sq Fts)	Proposed Aggregate Saleable Area of the Flat (sq Fts)	Total Consideration without GST
1	103	1	D5	675	1,114	9,838,888
2	107	1	D5	675	1,114	9,032,000
3	108	1	D5	675	1,114	9,138,888
4	203	2	D5	675	1,114	8,953,704
5	204	2	D5	675	1,114	9,009,000
6	205	2	D5	675	1,114	9,722,000
7	206	2	D5	675	1,114	9,231,481
8	207	2	D5	675	1,114	9,838,888
9	208	2	D5	675	1,114	9,138,888
10	301	3	D5	693	1,144	8,953,704
11	302	3	D5	693	1,144	9,138,889
12	303	3	D5	675	1,114	9,838,888
13	304	3	D5	675	1,114	9,838,888
14	305	3	D5	675	1,114	9,138,888
15	306	3	D5	675	1,114	9,653,704
16	307	3	D5	675	1,114	9,653,704
		3	D5	675	1,114	8,953,704
		4	D5	693	1,144	9,136,567
		4	D5	693	1,144	9,972,222



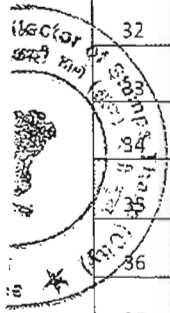
  Issuer	 Debenture Trustee
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टनन-५

वस्तु क्र ९६७९/२०१९

1,114 9,015,741

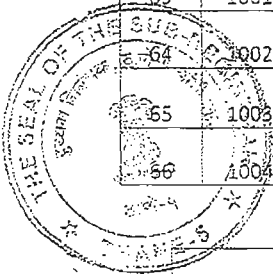
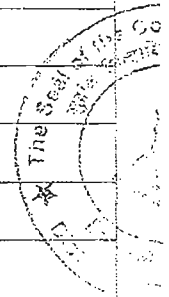
20	403	4	D5	675	1,114	9,015,741
21	404	4	D5	675	1,114	9,653,704
22	405	4	D5	675	1,114	8,953,704
23	406	4	D5	675	1,114	8,953,704
24	407	4	D5	675	1,114	8,953,704
25	408	4	D5	675	1,114	8,953,704
26	501	5	D5	693	1,144	9,381,371
27	502	5	D5	693	1,144	9,381,371
28	503	5	D5	675	1,114	9,653,704
29	504	5	D5	675	1,114	9,138,888
30	505	5	D5	675	1,114	8,953,704
31	506	5	D5	675	1,114	9,653,704
32	507	5	D5	675	1,114	9,653,704
33	508	5	D5	675	1,114	8,953,704
34	601	6	D5	693	1,144	9,879,630
35	602	5	D5	693	1,144	9,601,852
36	603	6	D5	675	1,114	8,265,800
37	604	6	D5	675	1,114	8,953,704
38	605	6	D5	675	1,114	9,653,704
39	606	6	D5	675	1,114	8,453,703
40	607	6	D5	675	1,114	8,953,704
41	608	6	D5	675	1,114	8,953,704
42	701	7	D5	693	1,144	9,601,852
43	703	7	D5	693	1,144	9,416,630






 	 Debenture Trustee
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टनन - ५
 १५०१६७ / २०१९
 १५०१६७

				675	1,114	
44	704	7	D5	675	1,114	8,200,000
45	707	7	D5	675	1,114	9,416,667
46	708	7	D5	675	1,114	9,416,667
47	801	8	D5	693	1,144	9,078,000
48	802	8	D5	693	1,144	9,078,000
49	803	8	D5	675	1,114	10,301,851
50	804	8	D5	675	1,114	10,301,851
51	805	8	D5	675	1,114	9,601,851
52	806	8	D5	675	1,114	9,416,667
53	807	8	D5	675	1,114	9,416,667
54	808	8	D5	675	1,114	9,416,667
55	901	9	D5	693	1,144	9,601,852
56	902	9	D5	693	1,144	9,446,000
57	903	9	D5	675	1,114	9,416,667
58	904	9	D5	675	1,114	9,416,667
59	905	9	D5	675	1,114	9,601,851
60	906	9	D5	675	1,114	9,416,667
61	907	9	D5	675	1,114	9,416,667
62	908	9	D5	675	1,114	9,416,667
63	1001	10	D5	693	1,144	9,416,667
64	1002	10	D5	693	1,144	9,087,000
65	1003	10	D5	675	1,114	9,416,667
66	1004	10	D5	675	1,114	9,416,667



Issuer Debenture Trustee

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67	1005	10	D5	675	1,114	9,601,851
68	1006	10	D5	675	1,114	9,416,667
69	1007	10	D5	675	1,114	9,324,074
70	1008	10	D5	675	1,114	9,601,851
71	1101	11	D5	693	1,144	9,694,444
72	1102	11	D5	693	1,144	8,583,333
73	1103	11	D5	675	1,114	10,250,000
74	1104	11	D5	675	1,114	9,848,333
75	1107	11	D5	675	1,114	9,622,807
76	1108	11	D5	675	1,114	9,622,807
77	1201	12	D5	675	1,114	9,694,444
78	1204	12	D5	675	1,114	10,342,592
79	1205	12	D5	675	1,114	9,555,556
80	1206	12	D5	675	1,114	9,416,667
81	1207	12	D5	675	1,114	10,157,407
82	1208	12	D5	675	1,114	9,416,667
83	1303	13	D5	675	1,114	9,622,807
84	1304	13	D5	675	1,114	9,879,630
85	1306	13	D5	675	1,114	10,250,000
86	1307	13	D5	675	1,114	10,250,000
87	1403	14	D5	675	1,114	9,622,807
88	1404	14	D5	675	1,114	9,184,200
89	1405	14	D5	675	1,114	10,228,000
90	1406	14	D5			

Director of State
 ११११ / १ॡॡ

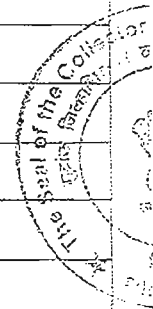
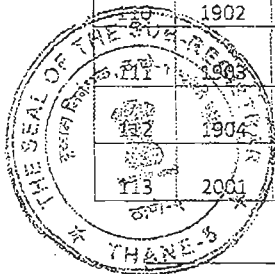
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 1,114
 9,184,200
 1,114
 10,228,000
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 Issuer	 Debenture Trustee
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टनन-५
 का.क्र.१८७१/२०१९
 ०५२/१८८

				675	1,114	9,622,807
91	1407	14	D5	675	1,114	9,622,807
92	1503	15	D5	675	1,114	10,435,185
93	1506	15	D5	675	1,114	9,184,211
94	1507	15	D5	675	1,114	9,510,402
95	1508	15	D5	675	1,114	10,157,407
96	1603	16	D5	675	1,114	9,622,807
97	1604	16	D5	675	1,114	9,622,807
98	1607	16	D5	675	1,114	9,622,807
99	1608	16	D5	675	1,114	10,487,037
100	1704	17	D5	675	1,114	10,157,407
101	1706	17	D5	675	1,114	9,000,000
102	1707	17	D5	675	1,114	9,622,807
103	1802	18	D5	693	1,144	10,342,593
104	1803	18	D5	675	1,114	10,157,407
105	1804	18	D5	675	1,114	10,157,407
106	1805	18	D5	675	1,114	10,857,407
107	1807	18	D5	675	1,114	10,157,407
108	1808	18	D5	675	1,114	10,061,404
109	1901	19	D5	693	1,144	11,042,593
	1902	19	D5	693	1,144	10,342,593
	1903	19	D5	675	1,114	10,061,404
	1904	19	D5	675	1,114	9,510,402
	2001	20	D5	693	1,144	10,342,593



Issuer

Debenture Trustee

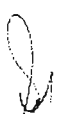


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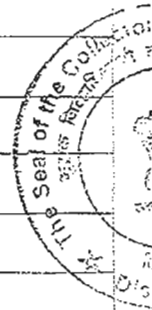
114	2002	20	D5	693	1,144	9,342,593
115	2003	20	D5	675	1,114	9,184,200
116	2004	20	D5	675	1,114	10,061,404
117	2005	20	D5	675	1,114	9,184,200
118	2006	20	D5	675	1,114	10,857,407
119	2007	20	D5	675	1,114	9,510,402
120	2008	20	D5	675	1,114	10,061,404
121	2103	21	D5	675	1,114	9,403,519
122	2104	21	D5	675	1,114	9,403,519
123	2107	21	D5	675	1,114	9,710,526
124	2108	21	D5	675	1,114	9,510,402
125	2202	22	D5	693	1,144	10,620,370
126	2203	22	D5	675	1,114	9,447,368
127	2206	22	D5	675	1,114	10,620,370
128	2207	22	D5	675	1,114	10,568,519
129	2208	22	D5	675	1,114	10,250,000
130	2306	23	D5	675	1,114	10,435,185
131	2307	23	D5	675	1,114	10,435,185
132	2308	23	D5	675	1,114	11,135,185
133	2403	24	D5	675	1,114	9,622,807
134	2404	24	D5	675	1,114	9,622,807
135	2405	24	D5	675	1,114	10,435,185
136	2406	24	D5	675	1,114	10,435,185
137	2407	24	D5	675	1,114	10,435,185




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1,114 9,622,807
1,114 9,622,807
1,114 10,435,185
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  Issuer	 Debenture Trustee
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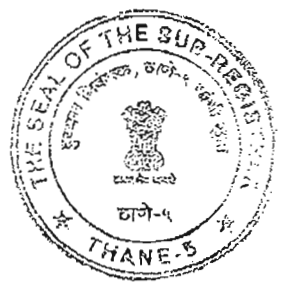
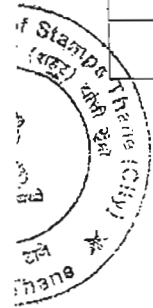
				675	1,114	
138	2408	24	D5	675	1,114	10,712,963
139	2502	25	D5	693	1,144	10,898,148
140	2503	25	D5	675	1,114	8,570,200
141	2505	25	D5	675	1,114	9,622,807
142	2506	25	D5	675	1,114	9,622,807
143	2603	26	D5	675	1,114	9,510,402
144	2604	26	D5	675	1,114	9,510,402
145	2607	26	D5	675	1,114	10,712,963
146	2703	27	D5	675	1,114	9,447,400
147	2706	27	D5	675	1,114	10,061,404
148	2707	27	D5	675	1,114	10,620,370
149	2708	27	D5	675	1,114	8,131,580
150	2803	28	D5	675	1,114	10,712,963
151	2804	28	D5	675	1,114	10,712,963
152	2805	28	D5	675	1,114	8,570,200
153	2806	28	D5	675	1,114	8,570,200
154	2807	28	D5	675	1,114	9,447,000
155	2902	29	D5	693	1,144	10,936,400
156	2903	29	D5	675	1,114	9,510,402
157	2905	29	D5	675	1,114	8,833,412
158	2906	29	D5	675	1,114	9,510,402
159	2907	29	D5	675	1,114	11,083,333
160	2908	29	D5	675	1,114	9,510,402






  Issuer	 Debenture Trustee
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161	3007	30	D5	675	1,114	ॡ,ॡॡ,ॡॡ
162	3107	31	D5	675	1,114	8,921,053
163	3108	31	D5	675	1,114	8,921,053
164	3205	32	D5	675	1,114	8,131,580
165	3206	32	D5	675	1,114	8,131,580
166	3207	32	D5	675	1,114	8,131,580
167	3208	32	D5	675	1,114	8,131,580
168	3303	33	D5	675	1,114	9,510,402
169	3405	34	D5	675	1,114	9,510,402
170	3406	34	D5	675	1,114	9,510,402
171	3505	35	D5	675	1,114	9,510,402
172	3506	35	D5	675	1,114	8,100,000
				116,543.44	192,296.68	1,650,907,784.00



 	 Debenture Trustee
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ANNEXURE C

ढनन - ५
 रररर १९६३१/२०१९
 १९४/१६६

Sr. No.	Names of the Companies /LLPs/	Shareholding
1.	D B Realty Limited	-
2.	DB Tele Wimax Private Limited	5000 (50%)
3.	BD&P Hotels (India) Pvt Ltd	4100 (0.37%)

Sr. No.	Names of the Companies/ LLPs	Shareholding	Remarks
1	Aassma Realtors Pvt Ltd	5000 (50%)	Shabana Balwa
2	Mystical Constructions Pvt Ltd	72390 (9.15%)	Shabana Balwa
3	Yadgar Hotels Pvt Ltd	165 (16.50%) 170 (17%)	Shabana Balwa Sakina Balwa
4	Pony Infrastructure & Contractors Ltd	4599999(49.99%)	Shabana Balwa
	Marine Drive Hospitality & Realty Pvt Ltd	10000 (0.04%)	Shabana Balwa
5	Neelkamal City Shopping Mall India Ltd	584 (00.23%) 584 (00.23%) 584 (00.23%)	Shabana Balwa Usman Balwa Salim Balwa
6	Hotel Balwas Pvt Ltd	5100 (51%)	Usman Balwa
7	Neelkamal Realtors & Builders Pvt Ltd	375000 (5%) 1500000 (20%)	Sakina Balwa Salim Balwa
8	Arja Student Housing Pvt Ltd	5000 (50%)	Arshad Balwa
9	Arja Ventures Pvt Ltd	500 (50%)	Arshad Balwa
10	Success Inn Hotels Pvt Ltd	5000 (50%)	Salim Balwa
11	Thanks Inn Hotels Pvt Ltd	5000 (50%)	Salim Balwa
12	Sunday Inn Hotels Pvt Ltd	6100 (61%)	Salim Balwa
13	SB Gemini Hotels Pvt Ltd	5000 (50%)	Salim Balwa
14	SB Fortune Realty Pvt Ltd	5000 (50%)	Salim Balwa
15	SB Lodge LLP	85,500(85.50%)	Salim Balwa
16	Neelkamal Central Apartment LLP	30655 (30.35%) 9000 (8.91%) 8500 (8.42%) 9000 (8.91%)	Shabana Balwa Usman Balwa Sakina Balwa Salim Balwa
17	Neelkamal Tower Construction LLP	39340 (39.34%) 9330 (9.33%) 9330 (9.33%)	Shabana Balwa Usman Balwa Salim Balwa

Stamps Thane (City)
 १९४/१६६



8
 Debenture Trustee

एनन-५
 १९५/१९८
 १९५/१९८

IN WITNESS WHEREOF the Common Seal of the Issuer has been hereunto affixed and the Trustee has caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

The common seal of Aniline Construction Company Private Limited, the Issuer, has been hereunto affixed pursuant to the resolution passed by its Board of Directors at their meeting held on October 14, 2019 in the presence of Sanika Goenka Director, Supriya Lakshmi Authorised Person who has signed these presents in token thereof.

For Aniline Construction Co. Pvt. Ltd.

[Signature]

Director



Witness:

- [Signature]*
- [Signature]*



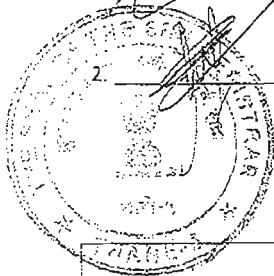
SIGNED AND DELIVERED by Catalyst Trusteeship Limited the withinnamed Trustee by the hand of Ms. Sujata Shinde its authorised signatory.

FOR CATALYST TRUSTEESHIP LIMITED

[Signature]

Witness:

- [Signature]*
- [Signature]*



 Issuer	 Debenture Trustee
----------------	-----------------------

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

ANILINE CONSTRUCTION COMPANY
PRIVATE LIMITED



25/06/1983

Permanent Account Number

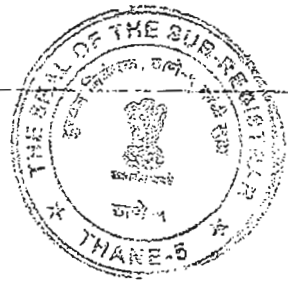
AAACA3479100

8502/009

आयकर विभाग, अहमदाबाद
आयकर विभाग, अहमदाबाद
आयकर विभाग, अहमदाबाद
आयकर विभाग, अहमदाबाद

दन न - ५
दस्तावेज क्र. ६६३७/२०११
१९६६/१९६६

Income Tax Deptt. Ahmedabad
Income Tax Deptt. Ahmedabad
Income Tax Deptt. Ahmedabad
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Income Tax Deptt. Ahmedabad





Aniline Construction Co. Pvt. Ltd.
DB House, Yashodham, Gen. A. K. Vaidya Marg,
Goregaon (E), Mumbai 400 063, India
Tel: +91 22 42460500 / 28402304
dynamixgroup.co.in
CIN: U24239MH1959PTC011443

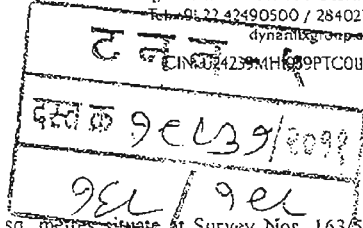
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED, HELD ON MONDAY, 14TH OCTOBER, 2019 AT THE REGISTERED OFFICE OF THE COMPANY AT DB HOUSE, GEN. A.K. VAIDYA MARG, GOREGAON (EAST), MUMBAI - 400 063.

The Chairman of the Board of Directors informed the Board that with a view to augmenting the resources of the Company to meet its Project related expenses and repayment of existing dues, the Company proposes an issue by way of private placement of secured, redeemable, non-convertible debentures for an aggregate amount not exceeding Rs.190,00,00,000/- (Rupees One Hundred Ninety Crores only).
After some discussions, the following resolutions were passed:

"RESOLVED

1. That the Company do approve the draft of the Disclosure Document placed before the Board and issue secured, redeemable, non-convertible debentures with a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each aggregating to Rs. 190,00,00,000/- (Rupees One Hundred Ninety Crores only) (hereinafter referred as the "Debentures/ NCDs") for raising resources for the Company and the following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathni or Mr. T. S. Venkatesh or Mr Sunil Ialwani be and are hereby authorized severally to finalise and sign the same and further authorized to forward the disclosure documents to the investors who shall not be more than 50.
2. That the Company do appoint Catalyst Trusteeship Limited, Debenture Trustee for the benefit of the Debenture holders and the following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathni or Mr. T. S. Venkatesh or Mr Sunil Ialwani be and are hereby authorized severally to take all necessary steps to appoint the Debenture Trustee, fix their remuneration, do all such act and deeds as may be required to in connection therewith.
3. That the Company do create mortgage and charge in favour of the Debenture Trustee for the benefit of the debentureholders to secure the Debentures together with interest, cost, charges and expenses over the immovable and movable properties being:
 - (i) All the right, title and interest of the Company on all the piece and parcel of land admeasuring 7072.73 sq. mtrs. situate at Survey Nos. 163/5 to 8B/1, 163/9A/1, 165/1A, 166/6A, 166/8A, 166/12A, 166/13A in Village Kavesar, District Thane, Thane in the State of Maharashtra and in the residential housing buildings/structures being "D5" and D6" to be constructed thereon in Phase - II of the entire residential and commercial complex named as "PARKWOODS" on a

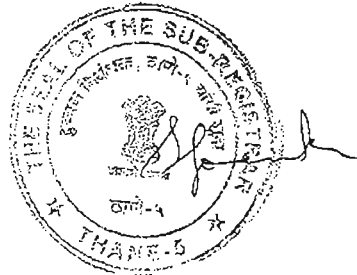




-2-

larger piece and parcel of land admeasuring 45700 sq. metres situate at Survey Nos. 163/5 to 8B/1, 163/5 to 8B/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 in Village Kavesar, District Thane, Thane in the State of Maharashtra together with all buildings, structures, erections, and constructions of every description including the flats/units which are erected, constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto, AND ALL the present and future FSI (floor space index) available to the aforesaid land and balance available FSI on the piece and parcel of land admeasuring 45700 sq. metres situate at Survey Nos. 163/5 to 8B/1, 163/5 to 8B/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 in Village Kavesar, District Thane, Thane in the State of Maharashtra or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Company into and upon the same ("Project" and "Project Land")

- (ii) or any part thereof and all the estate, right, title, interest, property, claim and demand whatsoever of the Company in respect of the said land.
- (iii) All the receivables arising out of the aforesaid Projects implemented/to be implemented on the said properties described in clause 1 (i) above, including but not limited to sale proceeds, development charges, parking charges, preference location charges, club house membership, booking amount, earnest money, rentals, any other receivables of any nature and all right, title, interest, benefits, claims and demands whatsoever of the Company in, to and in respect of all present and future receivables, commissions, revenues, claims and chooses-in-action of whatsoever nature and howsoever and wherever arising due to or owing to or become due or owing to, or acquired by the Company and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of all amounts owing to, and received and/or receivable by, the Company pertaining to the aforementioned Project, both present and future;
- (iv) the escrow account and monies lying thereunder from time to time;
- (v) all approvals, permission, project documents/contract in respect of the Project, both present and future; and all the insurance policies obtained/to be obtained in respect of the project both present and future.





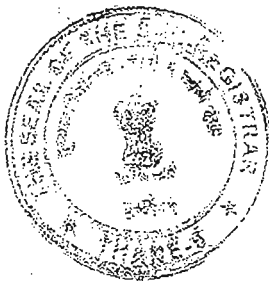
Aniline Construction Co. Pvt. Ltd.
DB House, Yeshodham, Gen. A. K. Vaidya Marg
Coreszon (E), Mumbai 400 063, India
Tel: +91 22 42490500 / 28402304
dynamixgroup.co.in
CIN: U24239MH1959PTC011443

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३९८/३९८

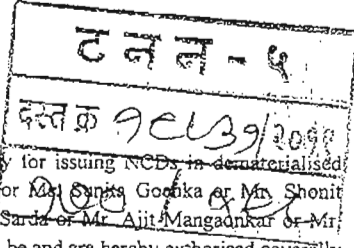
The draft of the Debenture Trustee Agreement, Debenture Trust Deed, Security Documents, Escrow Agreement, undertakings, special power of attorney, indentures of mortgage/ mortgage deeds and letters etc. (Collectively the "Debenture Documents") received is hereby approved and the following Director viz. Mr. Ashish Vaid, or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr. Sunil Lalwani are hereby authorised severally to accept the draft/ any modification, amendments etc as suggested by the Debenture Trustee, finalise and execute the same, as may be required, on behalf of the Company.

5. The following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr. Sunil Lalwani be and are hereby authorised severally to appear before the Sub Registrar of Assurances, stamp authorities and submit and admit the execution of the debenture trust deed, deeds and documents etc. and take all such steps which may be required/necessary for the purpose of registration and/or stamping of documents, and generally to appear before stamp authorities, office of the Sub Registrar, governmental authorities, various local and government authorities, Ministry of Environment and Forests, Municipal Corporation Authorities, Housing Development Authority and generally to do all the acts and deeds on behalf of the company, as may be necessary for giving effect to this resolution.
6. The Common Seal of the Company shall be affixed on such of the Debenture Documents or any other document/s as are required to be executed under common seal in the presence of any two of the following Directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia OR any one of the Director and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr. Sunil Lalwani who shall sign the same in token thereof as required by the Articles of Association of the Company.
7. That the Company do appoint, arrangers and other intermediary as may be required by the Debentureholders/Debenture Trustee in respect of the Debentures and the following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr. Sunil Lalwani be and are hereby authorised severally to take all necessary steps to appoint the aforesaid intermediaries, fix their remuneration and do all such act and deeds as may be required to be done in connection therewith.



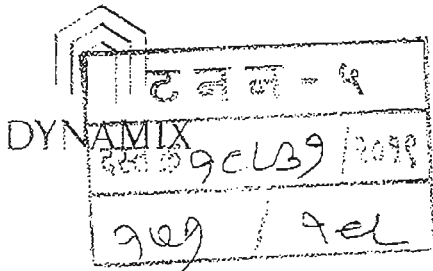
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8. That the Company do make arrangement with Depository for issuing NCDs in dematerialised form and the following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr Sunil Lalwani be and are hereby authorised severally to take all necessary steps and do all such act and deeds as may be required for the said purpose.
9. That the Company do open a segregated non-lien bank account with a bank acceptable to the Debenture Trustee, inter alia, for making interest payment, redemption payment, receiving to the Debentureholders and the following directors viz. Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr Sunil Lalwani be and are hereby authorised severally to take all necessary steps and do all such act and deeds as may be required for the purpose.
10. The Company do request the shareholders of the Company, viz. 1) Ashish Estates & Properties Pvt. Ltd.2.) Mr. Ashish Vaid, 3.) Conwood Construction & Developers Pvt. Ltd. 4.) Mr. V. K. Goenka , Karta- HUF, 5) Ms. Sunita Goenka , 6) Mrs. Shanita Jain 7) Mr. Shonit Dalmia, 8) Konark Realtech Pvt. Ltd. and 9) Aseela Goenka- Managing Trustee of Goenka Family Trust, to pledge in favour of Debenture Trustee, for the benefit of the debenture holders, the equity shares held by them in the Company as security for the Debentures/NCDs and execute the necessary deeds/documents to the satisfaction of Debenture Trustee.
11. The Company do request to Mr Vinod Goenka ,Mr Ashish Vaid ,Mr Shonit Dalima to execute unconditional and irrevocable guarantee in favour of Debentureholders and/or Debenture Trustee, for the benefit of the Debentureholders, guaranteeing the redemption by the Company of the above Debentures together with interest, and all other moneys payable by the Company to the Debenture Trustee/ Debenture holders in terms of the Debenture Documents; the Guarantee to be executed in such form and manner as may be required by the Debenture Trustee.
12. The Company do request to Ms Eversmile Construction Co Pvt Ltd, Ashish estate & Properties Pvt Ltd to execute unconditional and irrevocable guarantee in favour of Debentureholders and/or Debenture Trustee, for the benefit of the Debentureholders, guaranteeing the redemption by the Company of the above Debentures together with interest, and all other moneys payable by the Company to the Debenture Trustee/ Debenture holders in terms of the Debenture Documents; the Guarantee to be executed in such form and manner as may be required by the Debenture Trustee
13. That the following Director of the Company, Mr. Ashish Vaid or Ms. Sunita Goenka or Mr. Shonit Dalmia and the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr Sunil Lalwani be and are hereby severally authorised





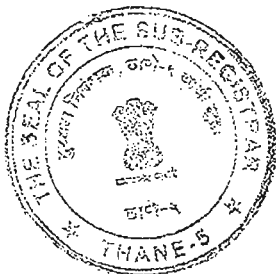
Aniline Construction Co. Pvt. Ltd.
DB House, Yashodham, Gen. A. K. Vaidya Marg,
Goregaon (E), Mumbai 400 061, India
Tel: +91 22 42490300 / 28402304
dynamixgroup.co.in
CIN: U24239MH1959PTC019443

-5-

to accept any modification in the executed Debenture Documents and sign any deed, documents, letter and writing as may be necessary in connection with subscription of NCDs and the common seal of the company shall be affixed, wherever necessary, in presence of any two of the following Directors of the Company viz. Mr. Ashish Vaid, Ms. Sunita Goenka, Mr. Shonit Dalmia OR any one of the aforesaid Directors and any one of the following Authorised Person Mr. Samar Sarda or Mr. Ajit Mangaonkar or Mr. Jitendra Rathi or Mr. T. S. Venkatesh or Mr. Sunil Lalwani who shall sign the same in token thereof.

CERTIFIED TRUE COPY
FOR ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED

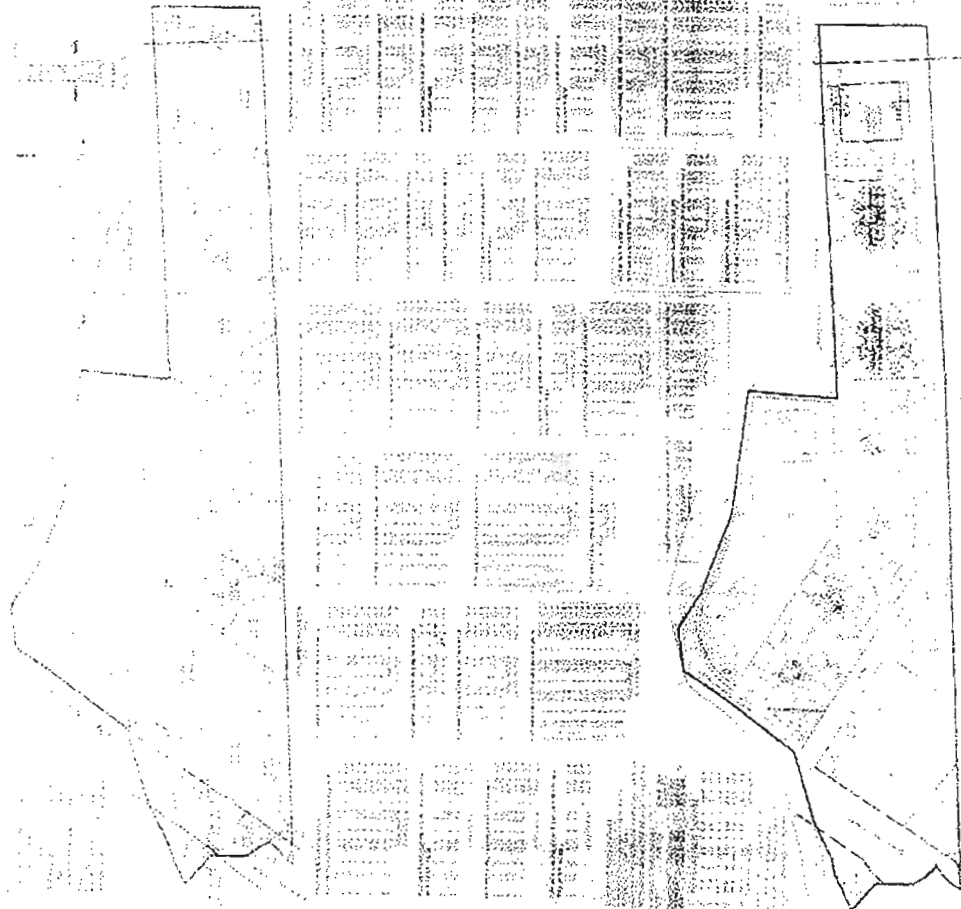
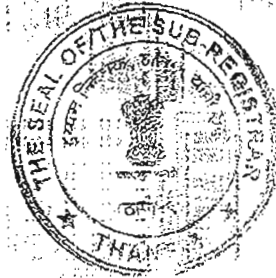
Aniline Construction Co. Pvt. Ltd.
Gen. A. K. Vaidya Marg, Goregaon (East)
Mumbai - 400061
Sunita Goenka
Sunita Goenka
Director
DIN: 01010145
Address: 1001, Woodlands,
Upper Govind Nagar,
Malad East Mumbai: 400097



ढनन-९

दस्तक्र १९८३/२०१९

१८६/१८६

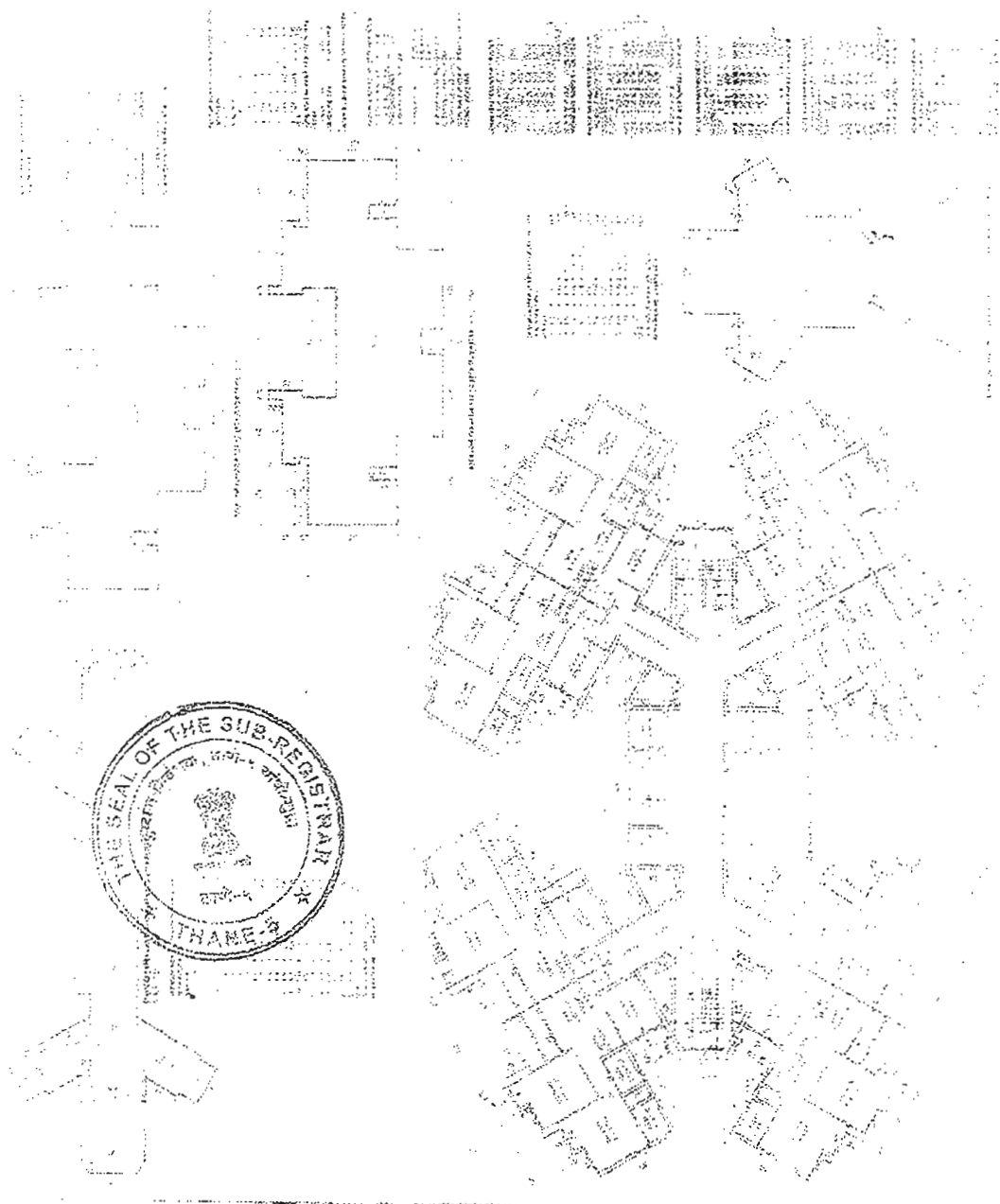


अमेर-
(S.D.)

टनन-६
 १६८३९/१९९९
 १५०/१६६



THE SEAL OF THE SUB-REGISTRAR
 THANE-3



टनन - ५

दस्तावेज १९६३१/२०१९

१६६/१६६



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51700007024

Project: Parkwoods D5, Plot Bearing / CTS / Survey / Final Plot No.: 165/1A(pt), 166/6A(pt), 166/8A(pt) at Thane (M Corp.), Thane, Thane, 400602;

1. Aniline Construction Company Private Limited having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban, Pin: 400063.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

 - The Registration shall be valid for a period commencing from 17/08/2017 and ending with 31/03/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 01-11-2019 18:36:04

Dated: 17/08/2017
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



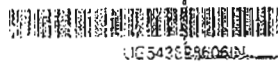
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविवरण / Enrollment No 2006/00269/29916

To
रहित प्रकाश प्रजापती
Rohit Prakash Prajapati
A-402, ATLAS BUILDING, LODHA PARADISE
NEAR MUMBAI PUNE HIGHWAY MAJIWADA, THANE
WEST
Thane Thane
Maharashtra 400801

22/04/2012

Ref: 2LS/006 / 141193 / 14157



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ट न न - ५

दस्त क १९८७१/२०



आधार क्रमांक / Your Aadhaar No. :

5466 1543 9318

आधार - सामान्य नागरिकांचा अधिकार

भारत सरकार
GOVERNMENT OF INDIA

रहित प्रकाश प्रजापती
Rohit Prakash Prajapati
जन्म वर्ष / Year of Birth : 1984
लिंग / Male

5466 1543 9348

आधार - सामान्य नागरिकांचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

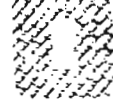
AAKPB1531D

नाम / Name
SUNITA GOENKA

पिता का नाम / Father's Name
KRISHNAMURARI ANGAMLAL GOENKA

जन्म की तारीख / Date of Birth
28/01/1962

हस्ताक्षर / Signature
Spenka



17022018

Spenka

Self Attested

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

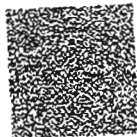
BLAPP2108N

नाम / Name
SUNITA VIKAS SHINDE

पिता का नाम / Father's Name
SABAI KUNDEK PASHANKAR

जन्म की तारीख / Date of Birth
12/01/1990

हस्ताक्षर / Signature
Sankar



07112018

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUNIL NARANDAS LALWANI
N O LALWANI

15/06/1969
Permanent Account Number
AAAPL5136G

हस्ताक्षर / Signature



Lalwani

Self Attested



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MURLI HARISH SALIAN
HARISH GIRIYA SALIAN

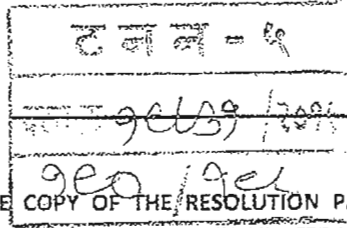
15/01/1989
Permanent Account Number
SQIPS9319E

हस्ताक्षर / Signature



Murl Salian

Self Attested




CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF CATALYST TRUSTEESHIP LIMITED HELD ON FRIDAY, 28TH DECEMBER, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT GDA HOUSE, FIRST FLOOR, PLOT NO. 85, S. NO. 94 & 95, BHUSARI COLONY (RIGHT), KOTHRUD, PUNE-411038 AT 4.00 P.M.

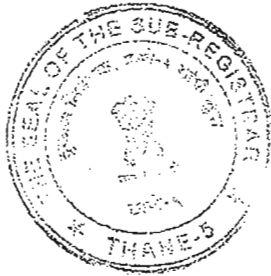
Authority for execution of documents on behalf of the Company:

"RESOLVED THAT in supersession of earlier resolution in this behalf, Mrs. Sujata Vikas Shinde, be and is hereby authorized to sign, execute and register with the office of Sub-Registrar of Assurances, Registrar of Companies, CERSA or any other authority as may be required, Debenture Trust Deeds, Trustee Agreements, Escrow Agreements, Trust & Retention (TRA) Agreements, Security Trusteeship Agreements, other documents for accepting charge by way of hypothecation / mortgage / lien / pledge and acceptance of guarantee in favour of Catalyst Trustee Limited (the "Company") or any other documents in connection with debenture trusteeship, security trusteeship, securitization activities or any other trusteeship assignments, for and on behalf of the Company.

RESOLVED FURTHER THAT any one of the Directors of the Company or Mr. Umesh Salvi, Business Head of the Company, be and is hereby authorized to submit a certified true copy of this resolution to the concerned authority for the purpose of giving effect to this resolution."

CERTIFIED TRUE COPY
FOR CATALYST TRUSTEESHIP LIMITED


R.K. KULKARNI
DIRECTOR
DIN: 01159378



Summary I (GoshwaraBhag-1)

335-19831

मंगळवार 26 नोव्हेंबर 2019 8:33 म.नं.

दम्न गोश्वारा भाग-1

दम्न क्रमांक 5

26/11/2019

दम्न क्रमांक: 19831/2019

दम्न क्रमांक: दम्न5 /19831/2019

वाजार मूल्य: रु. 00/-

मोबदला: रु. 1,90,00,00,000/-

भरविलेले मुद्रांक शुल्क: रु.10,01,000/-

दु. नि. मह. दु. नि. दम्न5 यांचे कार्यालयवात

पावती: 23198

पावती दिनांक: 26/11/2019

अ. क्र. 19831 वर दि. 26-11-2019

मादरकारणादार्चे नाव: कर्ज देणार - कर्जोविस्तृत इन्व्हीशिय
लिमिटेड तर्फे अधिकृत मन्त्री कार्यालय मुळावा थिडे -

गोती 8:17 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दम्न हाताळणी फी

रु. 3960.00

पृष्ठांची संख्या: 198

एकूण: 33960.00

दम्न हजर करणाऱ्याची मही:

Jashankar
Joint Sub Registrar, Thane 5

Jashankar
Joint Sub Registrar, Thane 5

दम्नाचा प्रकार: गहायाखन

मुद्रांक शुल्क: व) जेव्हा उपोक्त प्रमाणे कळवा दिलेला नसेल किंवा देण्याचे कळविलेले नसेल तेव्हा

शिद्धा क्रं. 1 26 / 11 / 2019 08 : 17 : 11 PM ची वेळ: (मादरीकरण)

शिद्धा क्रं. 2 26 / 11 / 2019 08 : 20 : 23 PM ची वेळ: (फी)

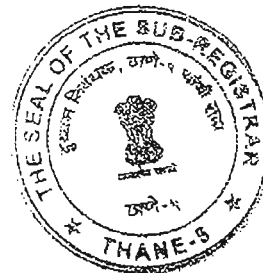
-प्रतिज्ञा पत्र -

सदर दस्तावेज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीत दाखल केला आहे. दस्तावेजील संपुर्ण अजकुर विषयादक व्यक्ती, साक्षीदार व सोदत जोडलेले कागदपत्रे दस्तावेजी राखता कायदेशीर बायी साठी खालील विषयादक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरन दस्तावेजे राजस्वशासन / केंद्रशासन यांच्या कोणताही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही.

Jashankar
लिठुन देणार सरी

Jashankar
लिठुन देणार सरी

Jashankar





26/11/2019 8:40:41 PM

दस्त क्रमांक : दस्तन5/19831/2019

दस्ताचा प्रकार :- गहाणखत

दस्त गोपवारा भाग-2

दस्तन5 9el/9el
दस्त क्रमांक:19831/2019

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: कर्ज देणार - कर्जोलिन्ट ट्रस्टीशिप लिमिटेड तर्फे अधिकृत सही करणार सुजाता शिंदे - - पत्ता: ऑफीस नं. 604, 6वा मजला, बिडसर, नी.एस.टी रोड कलिना, सांताक्रुझ मुंबई, विद्यानगरी, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर: AACCG4147R	कर्ज देणार वय :-30 स्वाधरी:-		
2	नाव: कर्ज घेणार - एनिलाईन कंस्ट्रक्शन कंपनी प्रा. लि. चे संचालक सुनीता गोवंका - - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: डी.बी.हाउस, ब्लॉक नं: जनरल जी.के.बैद्य मार्ग , , रोड नं: गोरगाव पूर्व मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर: AAACA3479J	कर्ज घेणार वय :-57 स्वाधरी:-		
3	नाव: कर्ज घेणार - एनिलाईन कंस्ट्रक्शन कंपनी प्रा. लि. चे अधिकृत सही करणार सुनिल लालवाणी - - पत्ता: -, डी.बी.हाउस, जनरल जी.के.बैद्य मार्ग , , गोरगाव पूर्व मुंबई, महाराष्ट्र, मुंबई. MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर: AAACA3479J	कर्ज घेणार वय :-50 स्वाधरी:-		

वरील दस्तऐवज करून देणार तयारकथीत गहाणखत चा दस्त ऐवज करून दिल्याचे कडुल करतात.
शिक्का क्र.3 ची वेळ: 26 / 11 / 2019 08 : 25 : 16 PM

ओळख:-
खालील इनम अमे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: रोहित प्रजापति - - वय: 25 पत्ता: देवीदर्शन सोसायटी टेम्पीनाका ठाणे पिन कोड: 400601		
2	नाव: मुरली सगलियन - - वय: 30 पत्ता: डी.बी.हाउस जनरल जी.के.बैद्य मार्ग, गोरगाव पूर्व मुंबई पिन कोड: 400063		

शिक्का क्र.4 ची वेळ: 26 / 11 / 2019 08 : 26 : 40 PM

शिक्का क्र.5 ची वेळ: 26 / 11 / 2019 08 : 27 : 55 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar, Thane 5

EPayment Details.

Sr.	EPayment Number	Defacement Number
1	MHC08792115201920E	0004507651201920

प्रमाणित करण्यात येते की,
सदर दस्तऐवज 9el पावे असून
सदर दस्तऐवजक ल...? दे
दस्त क्रमांक 9el39... वर नोंदवला.
पुस्तक क्रमांक निबंधक वर्ग-२ ठाणे ल ५
वेनांक :- 26/11/2019

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For feedback, please write to us at: feedback.isanta@gmail.com

