

14031344808046

Bank/Branch: PNB/FORESHORE RD NARIMAN  
POINT(1232)

Int Txn id : 300415M116182  
Pmt DtTime : 30-04-2015@10:55:20  
ChallanIdNo: 03006172015042950750  
District : 7101/MUMBAI

Stationery No: 14031344808046  
Print DtTime: 30-04-2015@15:10:33  
GRAS GRN : MH000610149201516S  
Office Name : IGR182/BOM1\_MUMBAI CITY 1

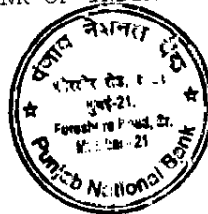
StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS  
StDuty Amt : R 10,00,500/- (Rs One Zero, Zero Zero, Five Zero Zero only)

RgnFee Schm:  
RgnFee Amt :

Article : 6(1).2/Equitable Mortgage  
Prop Mvblty: Immovable  
Prop Descr : EQUITABLE, MORTGAGE, Maharashtra  
Consideration: R 17,30,59,00,000/-

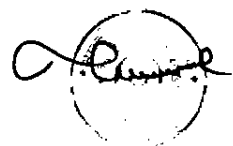
Duty Payer: (PAN-AACCT0878L) TOPWORTH STEELS AND POWER PVT LTD  
Other Party: (PAN-AAACS8577K) STATE BANK OF INDIA

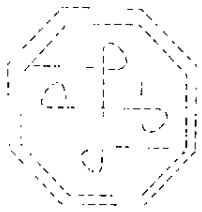
Bank official1 Name & Signature



Bank official2 Name & Signature

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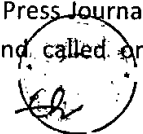
**MEMORANDUM OF ENTRY**

(Recording extension of equitable mortgages by giving oral assent for constructive delivery of title deeds already deposited and deposit of additional title deeds)

On the 30<sup>th</sup> day of April, 2015,

1. **MR. ASHWIN NARENDRA LODHA** Director of **TOPWORTH STEELS AND POWER PRIVATE LIMITED**, a Company incorporated and registered under the Companies Act, 1956 and a company within the meaning of Companies Act, 2013 and having its CIN No. U51420MH2004PTC146381 and Registered Office at 206, 2<sup>nd</sup> floor, Raheja Centre, 214, Free Press Journal Marg, Nariman Point, Mumbai 400 021 (hereinafter called "**the Borrower**") duly authorized by a Resolution passed by the Board of Directors of the Borrower on 27<sup>th</sup> March, 2015
2. **MR. ABHAY NARENDRA LODHA (PAN No. AAKPL7249L)**, , residing at 602, Vaitarna Building, Sir Pochkhanwala Road, Worli Sea face, Worli, Mumbai 400 030, as Guarantor of the Borrower;
3. **Mr. Abhay N. Lodha**, Director of **AKSHATA REALTORS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956 and a company within the meaning of Companies Act, 2013 and having its CIN No. U70102MH2005PTC150548 and Registered Office at 206, 2<sup>nd</sup> Raheja Centre, 214, Free Press Journal Marg, Nariman Point, Mumbai, 400021, a Corporate Guarantor (hereinafter called "**ARPL**") duly authorized by a Resolution passed by the Board of Directors of ARPL on 27<sup>th</sup> March, 2015; and
4. **MR. SURENDRA CHAMPALAL LODHA (PAN No. AAFPL4505J) AND MRS. SHARMISHTHA SURENDRA LODHA (PAN No. AAXPL6087F)** both residing at 126-128 Shriram Tower, Kingsway, Sadar, Nagpur-440 001,

attended together the office of **State Bank of India (SBI)** a statutory corporation constituted under the State Bank of India Act 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400 021 at its Backbay Reclamator: Branch at Ground Floor, Tulsiani Chambers, First Floor, Free Press Journal Road, Nariman Point, Mumbai - 400 021 (hereinafter called "**SBI**"), and called on





\_\_\_\_\_, Chief Manager and Authorised Officer of SBI, SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written (hereinafter collectively called "the Lenders").

Mr. Ashwin Narendra Lodha, Director of the Borrower, stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in Part-I, Part-II, Part-III and Part-IV of the First Schedule hereunder written, was created originally on 30<sup>th</sup> September 2013 (Date of Original Deposit) with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written and extended on 23<sup>rd</sup> May, 2014 by constructive delivery of title deeds with SBI, SBI acting as "Lead Bank" and/or "Lenders Agent" for the benefit of the Lenders named in the Third Schedule hereunder written, in respect of:

- (i) the Borrower's immovable properties being the lands admeasuring 2,36,640 sq. mtrs. (23.664 Hectors) situated at HEG Sector "B", Industrial Grows Centre, Borai, Mouza Ramada, Tehsil and District Durg in the State of Chhatisgarh together with the buildings and structures constructed/to be constructed thereon and all the plant and machineries attached to the earth or permanently fastened to anything attached to the earth, both present and future, and more particularly described in Part-I of the Second Schedule hereunder written (hereinafter referred to as "the Borrower's Durg properties");
- (ii) the Borrower's additional immovable properties being the lands admeasuring 33.60 acres and 32.84 acres respectively all at Village Joratarai, Tehsil and District Rajnandgaon in the State of Chattisgarh together with the buildings and structures constructed/to be constructed thereon and all the plant and machineries attached to the earth or permanently fastened to anything attached to the earth, both present and future, more particularly described in Part-II and Part-III of the Second Schedule hereunder written (hereinafter collectively referred to as "the Borrower's Rajnandgaon properties");
- (iii) the Borrower's additional immovable properties being the lands admeasuring 25.49 Acres at Village Joratarai, P. H. No.16, R. I. Circle Ghumka, Tehsil and District Rajnandgaon in the State of Chattisgarh. together with the buildings and structures constructed/to be constructed thereon and all the plant and machineries attached to the earth or permanently fastened to anything attached to the earth, both present and future, and more particularly described in Part-IV of the Second Schedule hereunder written (hereinafter collectively referred to as "the Borrower's Additional Rajnandgaon properties");

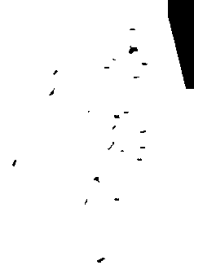
as a security for the Term Loan Facilities of Rs.239.00 Crores (currently outstanding at Rs.58.38 Crores) in the proportion as set out in Part-I of the Third Schedule hereunder written (hereinafter referred to as the "Existing Term Loan Facilities"), the Working Capital Facilities of Rs.1120.00 Crores, in the proportion as set out in Part-II of the Third Schedule hereunder written (hereinafter referred to as the "Existing Working Capital Facilities") and Corporate Loan of Rs.175.00 Crores, in the proportion as set out in Part-III of the Third Schedule hereunder written (hereinafter referred to as the "Corporate Loans"), together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or



payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Term Loan Facilities, Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

**Mr. Abhay Narendra Lodha, Guarantor,** stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-V of the First Schedule** hereunder written, was created originally on **30<sup>th</sup> September 2013 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written and extended on **23<sup>rd</sup> May, 2014** by constructive delivery of title deeds with SBI, SBI acting as "Lead Bank" and/or "Lenders Agent" for the benefit of the Lenders named in the Third Schedule hereunder written, in respect of the immoveable property being Survey No.125, Hissa No.1-2, admeasuring about 7 Acres 2 Gunthas at Village Kune (Nama), Taluka Maval, District Pune in the State of Maharashtra, and more particularly described in **Part-V of the Second Schedule** hereunder written (hereinafter referred to as the "**Guarantor's Pune land**") as a security for the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

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**Mr. Abhay N. Lodha**, Director of ARPL, stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-VI of the First Schedule** hereunder written, was created originally on **30<sup>th</sup> September 2013 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written and extended on **23<sup>rd</sup> May, 2014** by constructive delivery of title deeds with SBI, SBI acting as "Lead Bank" and/or "Lenders Agent" for the benefit of the Lenders named in the Third Schedule hereunder written, in respect of the immoveable property of ARPL being the residential plot of land bearing Plot No.153 admeasuring 200 sq. yards (167.225 sq.mts.) in Block "A-2" situated at Residential Colony known as Safdarjung Enclave, New Delhi, together with super-structure/building standing thereon, and more particularly described in **Part-VI of the Second Schedule** hereunder written (hereinafter for brevity's sake referred to as "**ARPL's Delhi property**"), as a security for the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.



Mr. Abhay N. Lodha, Director of ARPL, further stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-VII of the First Schedule** hereunder written, was created originally on **30<sup>th</sup> September 2013 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written and extended on **23<sup>rd</sup> May, 2014** by constructive delivery of title deeds with SBI, SBI acting as "Lead Bank" and/or "Lenders Agent" for the benefit of the Lenders named in the Third Schedule hereunder written, in respect of the ARPL's property being Flat No. 401, 4<sup>th</sup> Floor, Shivraj Heights, constructed on land admeasuring 690 sq. yards bearing Plot No. 394-A, City Survey No. E/268, 14<sup>th</sup> Road, Khar (West), Mumbai - 400 052 admeasuring 1193.50 sq. ft. (built up area), carpet area 994.60 sq. ft. and more particularly described in **Part-VII of the Second Schedule** hereunder written (hereinafter for brevity's sake referred to as "**ARPL's Mumbai Flat**"), as a security for the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

Mr. Surendra Champalal Lodha and Mrs. Sharmishtha Surendra Lodha, Guarantors, stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-VIII of the First Schedule** hereunder written, was originally created on **30<sup>th</sup> September 2013 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written and extended on **23<sup>rd</sup> May, 2014** by constructive delivery of title deeds with SBI, SBI acting as "Lead Bank" and/or "Lenders Agent" for the benefit of the Lenders named in the Third Schedule hereunder written, in respect of the Guarantors' property being the plots of land and house No. 591/A and 591/B standing thereon, Bumapan No. 134-D and No. 134-C respectively, Sheet No. 4/18, Chalta No. 226, in ward No. 70, situated at Gorepath of Mauza Gadga Taluq, District Nagpur, admeasuring 505.90 sq. mtrs., together with super-structure/building standing thereon, and more particularly described in **Part-VIII of the Second Schedule** hereunder written (hereinafter for brevity's sake referred to as "**Guarantors' Nagpur property**"), as a security for the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

Mr. Ashwin Narendra Lodha, Director of the Borrower, stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-IX of the First Schedule** hereunder written, was created originally on





**9<sup>th</sup> January, 2015 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written, in respect of the immoveable properties of the Borrower being open un-diverted lands of the Borrower situate at Village Joratarai, Patwari Halka (P.H.) No.16, R. I. Circle – Ghumka, Tehsil and District Rajnandgaon in the State of Chhatisgarh and more particularly described in **Part-IX of the Second Schedule** hereunder written (hereinafter for brevity's sake referred to as "**Borrower's Joratrai properties**"), as a security for the Existing Term Loan Facilities, the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-I, Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Term Loan Facilities, Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

**Mr. Abhay Narendra Lodha, Guarantor**, stated that the mortgage by deposit of the documents of title, evidences, deeds and writings, more particularly described in **Part-X of the First Schedule** hereunder written, was created originally on **9<sup>th</sup> January, 2015 (Date of Original Deposit)** with State Bank of India (SBI), SBI acting for itself and in its capacity as Lead Bank/Lenders' Agent for the Lenders named in the Third and Fourth Schedule hereunder written, in respect of the immoveable property being undiverted lands admeasuring 16.88 Acres at Village Kopedih, Patwari Halka No. 34, R. I. Circle – Raj-2, Tehsil and District Rajnandgaon in the State of Chhatisgarh, and more particularly described in **Part-X of the Second Schedule** hereunder written (hereinafter referred to as the "**Guarantor's Kopedih land**") as a security for the Existing Working Capital Facilities and the Corporate Loans, in the proportion as set out in Part-II and Part-III respectively of the Third Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreement, Lenders Agent Agreement and other documents in respect of the Existing Working Capital Facilities and Corporate Loans, as amended, modified or supplemented from time to time.

**Mr. Ashwin Narendra Lodha, Director of the Borrower**, further stated that, by and under the Master Restructuring Agreement dated 30<sup>th</sup> March, 2015 executed among the Borrower, State Bank of India as Monitoring Institution and the Lenders (hereinafter referred to as the "**Master Restructuring Agreement**"), the Lenders have agreed to :

- a) restructure the Existing Term Loan Facilities currently outstanding at **Rs.58.38 Crores**, in the proportion set out in Part-I of the Third Schedule hereunder written, by rescheduling the repayment and constituting Existing Term Loan Facilities into Term Loan-I (hereinafter referred to as the "**Term Loan-I**");
- b) restructure the Corporate Loans currently outstanding at **Rs.168.34 Crores**, in the proportion set out in Part-III of the Third Schedule hereunder written, by rescheduling the repayment and constituting Corporate Loans into Term Loan-II (hereinafter referred to as the "**Term Loan-II**");

- c) fund future interest on the Term Loan-I for a period of 24 months from December 1, 2014 to November 30, 2016 by agreeing to grant funded interest term loan of **Rs.12.84 Crores (Rupees Twelve Crores Eighty Four Lacs only)**, in the proportion set out in Part-I of the Fourth Schedule hereunder written (hereinafter referred to as the "Funded Interest Term Loan-I" or "FITL-I"); and
- d) fund future interest on the Term Loan-II for a period of 24 months from December 1, 2014 to November 30, 2016 by agreeing to grant funded interest term loan of **Rs.37.04 Crores (Rupees Thirty Seven Crores Four Lacs only)**, in the proportion set out in Part-II of the Fourth Schedule hereunder written (hereinafter referred to as the "Funded Interest Term Loan-II" or "FITL-II")

(hereinafter collectively referred to as the "Restructured Facilities"), inter alia on the condition that the Term Loan-I and Term Loan-II shall continue to be secured under the mortgage created as aforesaid and the said mortgage/charges on the mortgaged properties shall be extended to secure the Funded Interest Term Loan-I and Funded Interest Term Loan-II to the Borrower.

**Mr. Ashwin Narendra Lodha**, Director of the Borrower, further stated that, the Lenders have agreed to grant to the Borrower additional working capital facilities of **Rs.200.00 Crores (Rupees Two Hundred Crores only)**, in the proportion set out in **Part-III of the Fourth Schedule** hereunder written (hereinafter collectively referred to as the "Additional Working Capital Facilities") thereby enhancing the Existing Working Capital Facilities of the Lenders named in the Third and Fourth Schedule hereunder written to the Borrower from **Rs.1120.00 Crores to Rs.1320.00 Crores (Rupees One Thousand Three Hundred And Twenty Crores only)**, in the proportion set out in **Part-III of the Fourth Schedule** hereunder written, inter alia on the condition that the said mortgage/charges on the mortgaged properties be extended to secure the Lenders' said Additional Working Capital Facilities to the Borrower.

**Mr. Ashwin Narendra Lodha**, Director of the Borrower, further stated that, to set up the expansion project envisaging setting up of 180,000 TPA of Electric Arc Furnace and related facilities, at the request of the Borrower, the Lenders have granted / agreed to grant to the Borrower the credit facilities in the form of Term Loan aggregating to **Rs.134.00 Crores (Rupees One Hundred Thirty Four Crores only)** in the proportion as set out in **Part-IV of the Fourth Schedule** hereunder written (hereinafter collectively referred to as the "Project Loan"), which expression shall, unless it be repugnant to the subject or context thereof, include each such facility or any one or more of them, on the terms and conditions set out herein and in the Common Loan Agreement dated 30<sup>th</sup> April 2015 executed by and between the Borrower and the Lenders mentioned hereinabove (hereinafter referred to as the "Common Loan Agreement"), and such other conditions as may be stipulated by the Lenders from time to time.

On the same day i.e. 30<sup>th</sup> April 2015, **Mr. Ashwin Lodha**, Director of the Borrower, **Mr. Abhay Narendra Lodha**, Guarantor, **Mr. Abhay N. Lodha** Director of ARPL and **Mr. Surendra Champalal Lodha** and **Mrs. Sharmishtha Surendra Lodha**, Guarantors (hereinafter collectively called the "Mortgagors"), gave oral assent to the said **Mr. Bharat Keswani**, Asst. <sup>General</sup> Chief Manager and Authorised Officer of SBI, SBI acting for itself and as the Lead Bank/Lenders' Agent for the benefit of the Lenders named in the Third and Fourth Schedule hereunder written, to continue to hold and retain the said title deeds, more particularly described in the First Schedule

hereunder written as and by way of constructive delivery of the said title deeds already deposited with SBI as aforesaid and stated that the said oral assent was made **with an intent to extend the:**

- a) **mortgage/charge on the Borrower's properties, more particularly described in Part-I, Part-II, Part-III, Part-IV and Part-IX respectively of the Second Schedule hereunder written,**
- (i) as and by way of **second pari passu charge, as a security for the Additional Working Capital Facilities** of the Lenders named in Part-III of the Fourth Schedule hereunder written, aggregating to **Rs.200.00 Crores, thereby extending the said second pari passu charge thereon** for the Working Capital Facilities of the Lenders named in Part-III of the Fourth Schedule hereunder written, from **Rs.1120.00 Crores to Rs.1320.00 Crores** in the proportion as shown in Part-III of the Fourth Schedule hereunder written;
  - (ii) as and by way of **first pari passu charge, as a security for the Funded Interest Term Loan-I** of the Lenders named in Part-I of the Fourth Schedule hereunder written, aggregating to **Rs.12.84 Crores;**
  - (iii) as and by way of **first pari passu charge thereon, as a security for the Funded Interest Term Loan-II** of the Lenders named in Part-II of the Fourth Schedule hereunder written, aggregating to **Rs.37.04 Crores;** and
  - (iv) as and by way of **first pari passu charge thereon, as a security for the Project Loan** of the Lenders named in Part-IV of the Fourth Schedule hereunder written, aggregating to **Rs.134.00 Crores,**
- b) **mortgage/charge on the Guarantor's Pune Land, ARPL's Delhi property, ARPL's Mumbai Flat, Guarantors' Nagpur Property and Guarantor's Kopedih Lands, more particularly described in Part-V, Part-VI, Part-VII, Part-VIII and Part X respectively of the Second Schedule hereunder written,**
- (i) as and by way of **first pari passu charge, as a security for the Additional Working Capital Facilities** of the Lenders named in Part-III of the Fourth Schedule hereunder written, aggregating to **Rs.200.00 Crores, thereby extending the said second pari passu charge thereon** for the Working Capital Facilities of the Lenders named in Part-III of the Fourth Schedule hereunder written, from **Rs.1120.00 Crores to Rs.1320.00 Crores** in the proportion as shown in Part-III of the Fourth Schedule hereunder written; and
  - (ii) as and by way of **first pari passu charge thereon, as a security for the Funded Interest Term Loan-II** of the Lenders named in Part-II of the Fourth Schedule hereunder written, aggregating to **Rs.37.04 Crores,**

together with all interest, penal and compound interest in case of default, commission, fees payable to the Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Facility/Loan Agreements, Working Capital Consortium Agreements, Common



Loan Agreement, Master Restructuring Agreement and Lenders' Agent Agreement and in respect of the Existing Term Loan Facilities, Working Capital Facilities, Corporate Loans, Term Loan-I, Term Loan-II, Funded Interest Term Loan-I, Funded Interest Term Loan-II and Project Loan, as amended, modified or supplemented from time to time.

✓ On the same day i.e. 30<sup>th</sup> April, 2015, Mr. Abhay Narendra Lodha, Guarantor, delivered and deposited with Mr. Bharat Keswani, Asst. <sup>General</sup> Chief Manager and Authorised Officer of SBI, SBI acting for itself and as the Lead Bank/Lenders' Agent for the benefit of the Lenders named in the Third and Fourth Schedule hereunder written, the documents of title, evidences, deeds and writings, more particularly described in **Part-XI of the First Schedule** hereunder written in respect of the immoveable properties of the Guarantor being plot of Industrial Land bearing Gat No. 97, 98, 99, 101, 102, 120 & 121 admeasuring about 96,038 sq. mtrs. at Rajguru Nagar, Village Savardari, Taluka Khed, District Pune (Maharashtra) and more particularly described in **Part-XI of the Second Schedule** hereunder written (hereinafter for brevity's sake referred to as "**Guarantor's Khed Lands**"), with an intent to create mortgage by deposit of title deeds on the Guarantor's Khed Land, as and by way of **first pari passu charge**, as a security for the Working Capital Facilities of the Lenders aggregating to **Rs.1320.00 Crores**, in the proportion as set out in Part-III of the Fourth Schedule hereunder written, together with all interest, penal and compound interest in case of default, fees and/or remuneration payable to the Lenders and/or Lenders' Agent and all the costs, charges, expenses and other monies and all other amounts whatsoever stipulated in or payable to all or any of them under the Working Capital Consortium Agreement, Lenders' Agent Agreement and other documents in respect of the Working Capital Facilities, as amended, modified or supplemented from time to time.

**The Mortgagors** further stated that the said mortgage/charges on the immovable properties, more particularly described in Part-I to Part XI of the Second Schedule hereunder written, created/extended from time to time as aforesaid ranks as follows:

- (i) **first pari passu charge on the Borrower's properties**, more particularly described in Part-I, Part II, Part-III, Part-IV and Part-IX respectively of the Second Schedule hereunder written, for the **Term Loan-I of Rs.58.38 Crores**, as set out in Part-I of the Third Schedule hereunder written, **Term Loan-II of Rs.168.34 Crores**, as set out in Part-III of the Third Schedule hereunder written, **Funded Interest Term Loan-I of Rs.12.84 Crores**, as set out in Part-I of the Fourth Schedule hereunder written, **Funded Interest Term Loan-II of Rs.37.04 Crores**, as set out in Part-II of the Fourth Schedule hereunder written and **Project Loan of Rs.134.00 Crores**, as set out in Part-IV of the Fourth Schedule hereunder written
- (ii) **second pari passu charge on the Borrower's properties**, more particularly described in Part-I, Part II, Part-III, Part-IV and Part-IX respectively of the Second Schedule hereunder written for the **Working Capital Facilities of Rs.1320.00 Crores** as shown in Part-III of the Fourth Schedule hereunder written;
- (iii) **first pari passu charge on the Guarantor's Pune Land, ARPL's Delhi property, ARPL's Mumbai Flat, Guarantors' Nagpur Property and Guarantor's Kopedih Lands**, more particularly described in Part-V, Part-VI, Part-VII, Part-VIII and Part-X respectively of the Second Schedule hereunder written, as a security for the **enhanced Working Capital Facilities of Rs.1320.00 Crores**, as shown in Part-III of

the Fourth Schedule hereunder written, **Corporate Loans of Rs.175.00 Crores (reconstituted as Term Loan-II of Rs.168.34 Crores)**, as shown in Part-III of the Third Schedule hereunder written and **Funded Interest Term Loan-II of Rs.37.04 Crores**, as set out in Part-II of the Fourth Schedule hereunder written; and

- (iv) **first pari passu charge on the Guarantor's Khed Lands**, more particularly described in Part-XI of the Second Schedule hereunder written, **as a security for the Working Capital Facilities of Rs.1320.00 Crores**, as shown in Part-III of the Fourth Schedule hereunder written.

The Term Loan-I of Rs.58.38 Crores, Term Loan-II of Rs.168.34 Crores, Funded Interest Term Loan-I of Rs.12.84 Crores, Funded Interest Term Loan-II of Rs.37.04 Crores, Working Capital Facilities of Rs.1320.00 Crores and Project Loan of Rs.134.00 Crores, aggregating to **Rs.1730.60 Crores (Rupees One Thousand Seven Hundred Thirty Crores Sixty Lacs only)** are hereinafter collectively referred to as the **"said Facilities"**.

**The Mortgagors** further stated that the said title deeds, more particularly described in Part-I to Part-XI of the First Schedule hereunder written (hereinafter collectively referred to as **"the said title deeds"**) in respect of the mortgaged properties, more particularly described in Part-I to Part-XI of the Second Schedule hereunder written (hereinafter collectively referred to as the **"said immovable properties"**), shall continue to remain deposited with SBI, SBI acting as the Lead Bank/Lenders' Agent for the benefit of the Lenders, named in the Third Schedule and Fourth Schedule hereunder written, and shall not be redelivered or released until the whole of the moneys, indebtedness and liability of the Borrower to the said Lenders, intended to be secured by the mortgage/charges by original deposit of the title deeds on 30<sup>th</sup> September 2013, 9<sup>th</sup> January, 2015 and hereunder and oral assent on 23<sup>rd</sup> May, 2014 and hereunder and also all other indebtedness or liabilities of the Borrower to the Lenders shall have been fully paid and satisfied.

**Mr. Ashwin Narendra Lodha, Director of the Borrower**, acknowledged that the maximum amount intended to be secured by the said mortgage created on the **Borrower's properties**, more particularly described in Part-I, Part-III, Part-IV and Part-V respectively of the Second Schedule hereunder written, as aforesaid, was, for the purpose of Section 79 of the Transfer of Property Act, 1 882, and for no other purpose and without prejudice to the Borrower's full liability to the Bank, under the said mortgage, fixed at **Rs.1730.60 Crores (Rupees One Thousand Seven Hundred Thirty Crores Sixty Lacs only)** (comprising of Term Loan-I of Rs.58.38 Crores, Term Loan-II of Rs.168.34 Crores, Funded Interest Term Loan-I of Rs.12.84 Crores, Funded Interest Term Loan-II of Rs.37.04 Crores, Working Capital Facilities of Rs.1320.00 Crores and Project Loan of Rs.134.00 Crores) together with interest thereon and all costs, charges and expenses.

**Mr. Abhay Narendra Lodha, Guarantor, Mr. Abhay N. Lodha, Director of ARPL and Mr. Surendra Champalal Lodha and Mrs. Sharmishtha Surendra Lodha, Guarantors**, also acknowledged that the maximum amount intended to be secured by the said mortgage created on the **Guarantors' properties**, more particularly described in Part-II, Part-VI, Part-VII and Part-VIII respectively of the Second Schedule hereunder written, as aforesaid, was, for the purpose of Section 79 of the Transfer of Property Act, 1 882, and for no other purpose and without prejudice to the Borrower's full liability to the Bank, under the said mortgage, fixed at **Rs.1525.38 Crores** (comprising of enhanced

Working Capital Facilities of Rs.1320.00 Crores, Term Loan-II of Rs.168.34 Crores and Funded Interest Term Loan-II of Rs.37.04 Crores) together with interest thereon and all costs, charges and expenses.

**The Mortgagors** stated and assured SBI that the said title deeds deposited with SBI, SBI acting for itself and as the agent of the Lenders named in the Third and Fourth Schedules hereunder written (hereinafter collectively referred to as "the Lenders") were the only documents of title in possession of the Mortgagors in respect of the said immovable properties and further stated and assured that the Mortgagors are seized and possessed of the said immovable properties since the respective dates of acquisition thereof and that the Mortgagors have clear and marketable title thereto and that save the mortgage/charges created thereon in favour of SBI, SBI acting for itself and as Agent of the Lenders as aforesaid, there is no other mortgage, charge, lien or other encumbrance or attachment on the said immovable properties or any part or parts thereof in favour of any Government or the Income-tax Department or any other Government Department or any person, firm or company, body corporate or society or entity whatsoever and that the Mortgagors have not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the said immovable properties or any part or parts thereof in favour of or on behalf of any Government or Government Department or any person, firm, company, body corporate or society or entity whatsoever except with the prior permission of the Lenders so long as the Borrower continues to be indebted to or liable to the Lenders on any account or in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Borrower under the Income-tax Act or any other law in force for the time being and that no notice has been issued and/or served on the Borrower or any of the other Mortgagors under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law.

**Mr. Ashwin Narendra Lodha, Director of Borrower and Mr. Abhay N. Lodha, Director of ARPL**, further stated that they are duly authorised to give oral assent for constructive delivery of the respective title deeds of the Borrower's and ARPL's respective immovable properties as aforesaid, pursuant to the Resolutions passed by the respective Boards of Directors of the Borrower and ARPL at their meetings held both on 27<sup>th</sup> March, 2015 and he furnished a certified true copy of each of the said Resolutions to the said authorized officer of SBI and stated that the said Resolutions are in full force and effect.

The oral assent and the declarations as aforesaid were made by the said **Mr. Ashwin Lodha, Director of the Borrower, Mr. Abhay Narendra Lodha, Guarantor, Mr. Abhay N. Lodha, Director of ARPL and Mr. Surendra Champalal Lodha and Mrs. Sharmishtha Surendra Lodha, Guarantors, before Mr. Bharat Keswani, Chief Manager and Authorised Officer of SBI, SBI acting for itself and as Agent of the Lenders as aforesaid, in the presence of Mr. Chetan D. Kolekar, Deputy Manager of SBI.**

**FIRST SCHEDULE ABOVE REFERRED TO**  
**List of documents of title, evidences, deeds and writings**

**Part-I - Title Deeds in respect of Borrower's Durg properties**

1. Lease deed dated 31<sup>st</sup> day of March, 2005 duly registered with the Sub-Registrar of Assurances at Durg, District Treasury Durg executed between Chhattisgarh State Industrial Development Corporation Ltd., Raipur therein referred to as the Lessor of the One Part and Topworth Steels Pvt. Ltd. therein referred to as the Lessee of the Other Part.
2. Consent Letter dated 15<sup>th</sup> November, 2005 from Chhattisgarh State Industrial Development Corporation Ltd. for creating Equitable Mortgage of the above land in favour of State Bank of India.

**✓Part-II - Title Deeds in respect of Borrower's Rajnandgaon properties**

1. **21 ORIGINAL SALE DEEDS REGISTERED WITH THE SUB-REGISTRAR OF RAJNANDGAON (CHHATTISGARH) AS FOLLOWS:-**

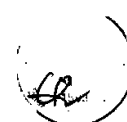
Sl. No.	DATE	Vendor(s)	LAND			Regn.No.
			Khasra No.	Acres	Hectors	
1.	07.05.08	Mr. Nitin Golchha S/o. Mr. Jaskaran Golchha	✓1234	1.82	0.737	688
			✓1236	0.34	0.138	
			✓1237	1.14	0.461	
			1255	2.25	0.910	
			1238	1.14	0.461	
			✓1235	<u>1.03</u>	<u>0.417</u>	
			<b>7.72</b>	<b>3.124</b>		
2.	14.05.08	Smt. Dayabai Sahu W/o. Late Mukat Sahu	1397/5	0.18	0.073	821
			1402/5	0.12	0.048	
			1409/5	<u>0.07</u>	<u>0.028</u>	
			<b>0.37</b>	<b>0.149</b>		
3.	14.05.08	Mr. Ratan Sahu S/o. Late Mukat Sahu	1397/3	0.20	0.081	820
			1402/3	0.13	0.053	
			1409/3	<u>0.08</u>	<u>0.032</u>	
			<b>0.41</b>	<b>0.166</b>		
4.	14.05.08	Mr. Bharat Sahu S/o. Late Mukat Sahu	1397/2	0.20	0.081	819
			1402/2	0.13	0.053	
			1409/2	<u>0.08</u>	<u>0.032</u>	
			<b>0.41</b>	<b>0.166</b>		
5.	14.05.08	Mr. Manohar S/o. Dhularu Sahu	1404/2	0.20	0.081	822
			1404/9	<u>0.40</u>	<u>0.162</u>	
			<b>0.60</b>	<b>0.243</b>		
6.	15.05.08	Mr. Dhansingh Sahu S/o Late Chovaram Sahu	✓1020	0.81	0.327	838
			✓1021	0.82	0.333	





			1024 1025	1.27 <u>1.27</u> 4.17	0.514 <u>0.514</u> 1.688	
7.	16.05.08	Mr. Khomlal Sahu S/o Kanhiya sahu	1096 1138 1140	0.51 1.00 <u>0.18</u> 1.69	0.207 0.405 <u>0.073</u> 0.685	884
8.	16.05.08	(1) Mr. Umeshkumar S/o. Khomlal Sahu (2) Mr.Nathuprasad S/o. Mr. Khomlal Sahu	1141/3	1.10	0.446	887
9.	16.05.08	Mr. Narendra Kumar Deshmukh S/o. Dashrathlal Deshmukh	1411/1	2.22	0.899	886
10.	16.05.08	Mr.Dasrathlal Deshmukh S/o. Late Shri Ankalu	1165/2	3.00	1.214	885
11.	21.05.08	(1)Mr. Prakash S/o Late Shyamlal Sahu (2) Ms. Bela D/o Late Shyamlal Sahu (3) Smt. Kamla Sahu w/o Late Shyamlal Sahu (4)Smt. Sansara Sahu w/o. Late Dularu Sahu	1404/3 1404/5	0.20 <u>0.25</u> 0.45	0.081 <u>0.101</u> 0.182	984
12.	21.05.08	(1)Mr. Vishal s/o Late Paharu (2) Mr. Latel s/o Late Paharu (3) Mr. Samaru s/o Late Paharu (4) Sukvaruau Bai D/o Late Paharu	1166	0.35	0.142	983
13.	21.05.08	Mr. Shivkumar S/o.Thanuram Sahu	1153/4	0.27	0.108	985
14.	23.05.08	(1)Mr. Rachandra S/o. Keju (2) Urmila D/o Keju (3)Kaushalya D/o Keju (4) Chinta Ram S/o Ledu Sahu	1132	0.45	0.182	1061

		(5) Pusauram S/o Ledu Sahu (6) Gasneen D/o Ledu Sahu				
15.	23.05.08	Mr. Ghansinya Prasad S/o Shri Mohan Prasad	1390/1	0.49	0.198	1054
16.	23.05.08	(1)Mr. Arjun Sahu S/o Jageshar Sahu (2) Mansharam S/o Jageshar Sahu (3)Hiraundibai D/o Jageshar Sahu	1153/5	0.27	0.108	1060
17.	27.05.08	Mr. Bisamber Sahu S/o Kartik Sahu	1301/1	0.04	0.016	1176
18.	27.05.08	(1)Mr. Kishore Kumar S/o Hariram Sahu (2)Madan S/o Hariram Sahu (3)Tekram S/o Hariram Sahu (4) Dulari D/o Hariram Sahu (5)Anusuiya D/o Hariram Sahu	1153/2	0.26	0.108	1178
19.	27.05.08	(1)Mr. Kishore Sahu S/o Hariram Sahu (2)Madan S/o Hariram Sahu (3)Tekram S/o Hariram Sahu	1153/1 1153/3	0.82 <u>0.63</u> 1.45	0.332 <u>0.254</u> 0.586	1177
20.	29.05.08	Mr. Biyas Narayan S/o Late Shri Hajar	1094/1 1095/1 1095/2	2.65 0.65 <u>0.63</u> 3.93	1.072 0.262 <u>0.256</u> 1.590	1241
21.	12.06.08	Mrs. Kavita Jain W/o Mr. Rajesh Jain	1199/2 1226 1239	1.30 1.88 <u>0.77</u> 3.95	0.526 0.762 <u>0.312</u> 1.600	1601
		<b>TOTAL</b>		<b>33.60</b>	<b>13.6</b>	



3. Tax Receipt or Bank Challan dated 8/08/08
4. Present-NEW-B/1/Khasra dated 19.8.08

✓ **Part-III - Title Deeds in respect of Borrower's Rajnandgaon properties**

**1. 05 ORIGINAL SALE DEEDS REGISTERED WITH THE SUB-REGISTRAR OF RAJNANDGAON (CHHHATTISGARH) AS FOLLOWS :-**

Sl. No.	DATE	Vendor(s)	LAND AREA			Regn. No
			Khasra No.	Acres	Hectors	
1.	26.05.06	Mr. Rajesh Jain S/o Prakash Chand Jain	1219/1	0.70	0.282	1185
			1219/2	1.03	0.413	
			1219/3	0.35	0.142	
				<b>2.08</b>	<b>0.837</b>	
2.	22.06.06	Mr. Nitin Golcha S/o Jaskaran Golcha	1202	0.25	0.101	1823
			1205	0.74	0.299	
			1207/2	0.50	0.202	
			1207/1	0.67	0.272	
			1212/3	1.07	0.433	
			1212/5	0.32	0.130	
			1212/6	0.08	0.032	
				<b>3.63</b>	<b>1.469</b>	
3.	31.07.06	Mr. Abhay Jain S/o. Prakash Chand Jain	1200	2.16	0.874	2479
			1227	0.83	0.336	
			1212/1	0.59	0.239	
			1212/2	1.08	0.437	
			1212/4	0.73	0.295	
			1257/8	0.50	0.202	
			1213	1.00	0.405	
			1217	1.00	0.405	
			1221/4	1.00	0.405	
				<b>8.89</b>	<b>3.598</b>	
4.	02.08.06	Mrs. Kavita Jain W/o Rajesh Jain	1218	2.06	0.833	2501
			1220	0.62	0.251	
			1221/2	3.00	1.214	
			1214	2.06	0.833	
			1221/6	0.90	0.365	
			1221/1	1.48	0.597	
			1257/3	2.00	0.809	
				<b>12.12</b>	<b>4.902</b>	
5.	02.08.06	Mr. Rajesh Jain S/o Prakash Chand Jain	1221/3	2.12	0.858	2502
			1257/7	1.00	0.405	
			1221/5	3.00	1.214	
				<b>6.12</b>	<b>2.477</b>	

					<b>32.84</b>	<b>13.28</b>
		<b>Total</b>				

2. Original Kisan Kitab No. 0357013 dated 14.10.2006
3. Copy of B-1 Kisht Bandi from P.H. 16 dated 08.02.2008
4. Copy of Khasra Panchsala from P.H. 16 dated 08.02.2008
5. Copy of Diversion Order from S.D.O. Rajnandgaon dated 05.02.2008
6. Affidavit of the Borrower Company dated 25.02.2008

**Part-IV - Title Deeds in respect of Borrower's additional Rajnandgaon properties**

1. **22 ORIGINAL SALE DEEDS REGISTERED WITH THE SUB-REGISTRAR OF RAJNANDGAON (CHHATTISGARH) AS FOLLOWS:-**

Sr. No.	DATE	Vendor(s)	LAND AREA			Regn. No
			Khasra No.	Acres	Hectors	
1.	08/09/2008	Shri Ramchandra S/o Late Shri Mukut	1030/1	0.24	0.097	3210
			1043	0.26	0.105	
			1397/1	0.20	0.081	
			1402/1	0.13	0.053	
			1409/1	0.08	<u>0.032</u>	
					<b>0.368</b>	
2.	08/09/2008	Shri Ramchandra S/o Shri Keju Ram Sahu	1131/1	0.36	0.146	3211
3.	10/12/2008	Asha Sahu D/o Shri. Mukut Sahu	1397/4	0.18	0.073	4374
			1402/4	0.13	0.052	
			1409/4	0.07	<u>0.028</u>	
					<b>0.153</b>	
4.	11/12/2008	Mrs. Kavita w/o Rajesh Jain	415	0.40	0.162	4394
			416	0.40	0.162	
			418	<u>0.25</u>	<u>0.101</u>	
				<b>1.05</b>	<b>0.425</b>	
5.	03/02/2009	Shankar S/o Kripal Sahu	1107/3	1.23	0.499	5333





6.	03/02/2009	Gangasagar s/o Kripal Sahu	1098/4 1098/5 1098/6 1107/1 <u>1107/5</u> <b>1.17</b>	0.03 0.30 0.09 0.25 <u>0.50</u> <b>0.472</b>	0.012 0.121 0.036 0.101 <u>0.202</u> <b>0.472</b>	5334
7.	03/02/2009	Ramu s/o Kripal Sahu	1098/1 1098/3 1107/4	1.22 0.50 <u>0.06</u> <b>1.78</b>	0.495 0.202 <u>0.024</u> <b>0.721</b>	5335
8.	03/02/2009	Shaymlal s/o Sitaram Sahu	1108/1	0.33	0.134	5336
9.	03/02/2009	Shri.Bhagwat Gadariya S/o shri Agnu Gadariya	1080/1	0.69	0.279	5337
10.	03/02/2009	Nehru s/o Paltan Sahu	1098/2	0.35	0.141	5338
11.	03/02/2009	Jagdishwar s/o Balbhader Sahu	1110/2 1135/1	0.50 <u>0.66</u> <b>1.16</b>	0.202 <u>0.267</u> <b>0.469</b>	5339
12.	07/02/2009	Shriram s/o Bisheshwar	904/2	2.50	1.011	5421
13.	10/02/2009	Bhojbal d/o Bhuvanlal	1148/2	0.58	0.235	5471
14.	10/02/2009	Amarnath s/o Balbhader Sahu s/o Shri. Balbhaddar Sahu	1135/4 1148/1	0.30	0.121	5472
15.	10/02/2009	Narsing Patel s/o Gangram	1099/2	0.78	0.316	5473
16.	10/02/2009	Rambai w/o Gangram Sahu	1101/3	0.50	0.202	5474
17.	10/02/2009	ShriLedgaram Raut S/o Shri. Mittu Ram Raut	905/1	0.50	0.202	5475
			1330* *(wrongly typed in Sale as Deed as 1130 and corrected by letter dated 24.4.09)	0.99	0.400	
18.	16/02/2009	Vijaykumar &	1136	1.07	0.433	5580

		Brothers s/o Mehatru Sahu	1144/2 1147/1 1149	0.60 0.57 <u>1.01</u> <b>3.25</b>	0.243 0.231 <u>0.408</u> <b>1.315</b>	
19.	16/02/2009	Kavita w/o Rajesh Jain	1097 1098/7 1101/1 1107/2 1107/6 1137 1139	0.50 0.40 0.55 0.60 0.63 0.35 <u>0.88</u> <b>3.91</b>	0.202 0.162 0.223 0.243 0.254 0.142 <u>0.355</u> <b>1.581</b>	5590
20.	17/02/2009	Shri. Manthir & Others (PC of 891/6 New Kh.No.891/10)	891/6	0.26	0.105	5619
21.	17/02/2009	Ghasiya Prasad s/o Mohan Prasad Dubey	392/1 410/1	0.55 <u>0.14</u> <b>0.69</b>	0.223 <u>0.056</u> <b>0.279</b>	5620
22.	17/02/2009	Shri. Rewaram Nishad s/o Shri Sukhnandan Nishad	1303/2	1.40	0.566	5621
		<b>TOTAL</b>		<b>25.49</b>	<b>10.309</b>	

2. Original Kisan Kitab No.0357013 dated 14.20.2006
3. Copy of B-1 Kisht Bandi from P. H. 16 dated 08.05.2009
4. Copy of Diversion Order dated 08.05.2009
5. Copy of Details of Registered Sale Deeds
6. Affidavit dated 12.05.2009 of the Borrower Company.

✓ **Part-V - Title Deeds in respect of Pune Land of Mr. Abhay Narendra Lodha**

1. Deed of Conveyance dated 9<sup>th</sup> February, 2005 registered with the Sub-Registrar of Assurances at Maval at its Serial No. 1249 of 2005 executed between Mr. Noshir Darabshaw Talati and Mrs. Rashna Noshir Talati therein referred to as the Vendors of the One Part and Mr. Abhay Narendra Lodha therein referred to as the Purchaser of the Other Part.
2. 7/12 Extracts
3. N. A. Order issued from the Office of the Collector, Pune in respect of the said property.

✓ **Part-VI - Title Deeds in respect of Delhi property of ARPL**





1. Perpetual Lease Deed, dated 16.06.1967 duly registered as Document No. 5024, in Additional Book No. 1, Valume No. 1812, on pages 9 to 14, on 09.08.1967, in the office of the Sub-Registrar, New Delhi, executed between the President of India and Mr. Anil Gupta son of Mr. H. Gupta.
2. Conveyance Deed, dated 25.09.2000 duly registered as Document No. 14112, in Additional Book No. 1, Valume No. 363, on Pages 21 to 22, on 29.09.2000 in the office of the Sub-Registrar, New Delhi between President of India, through Delhi Development Authority and 1) One, Mrs. Ila Gupta Widow of Anil Gupta, 2) Mr. Abhijit Gupta son of Anil Gupta and 3) Mrs. Mala Ray Chaudhary.
3. Sale Deed dated 22/01/2007 duly registered as Document No. 470, in Additional Book No. 1, Valume No. 3396, on Pages 86 to 149, on 22.01.2007 in the office of the Sub-Registrar, New Delhi between 1) Mrs. Ila Gupta Widow of Anil Gupta, 2) Mr. Abhijit Gupta son of Anil Gupta and 3) Mrs. Mala Ray Chaudhary and Mr. Arvind Kumar Khurana and Mr. Devinder Salwan.
4. Sale Deed dated 21/08/2008 duly registered as Document No. 8283 in Additional Book No.1, Volume No. 4544, on Pages 153 to 169, on 22/08/2008 in the office of the Sub-Registrar, New Delhi between Mr. Arvind Kumar Khurana and Mr. Devinder Salwan and M/s. Akshata Realtor Pvt. Ltd.
5. Resolution dated 20/12/2010.
6. Sanctioned Plan.

**Part-VII - Title Deeds in respect of the ARPL's Mumbai Flat**

1. Original Registered Agreement for Sale dated 22<sup>nd</sup> May 2012 executed between M/s. Shivraj & Dhondu Builders Private Limited as the Promoters of the One Part and M/s. Akshata Realtors Private Limited as the Purchaser of the Other Part, duly stamped and document registered under Sr. No.BDR-4/4503/2012 dated 23<sup>rd</sup> May 2012 by Sub-Registrar, Andheri-2 (Andheri).
2. Original Stamp Duty Receipt dated 16<sup>th</sup> May 2012 for Rs.12,25,000/- in the name of M/s. Akshata Realtors Pvt. Ltd.
3. Original Registration Receipt No.4549 (document registered under Sr. No.BDR-4/4503/2012) dated 23<sup>rd</sup> May 2012 for Rs.31,040/- in the name of M/s. Akshata Realtors Pvt. Ltd. by Sub-Registrar, Andheri-2 (Andheri).
4. Copy of fresh certificate of incorporation on change of name from Veena Mercantiles Pvt. Ltd. to Shivraj & Dhondu Builders Private Limited.

**Part-VIII - Title Deeds in respect of the Nagpur Property of Mr. Surendra Champalal Lodha and Mrs. Sharmishtha Surendra Lodha**



1. Original Sale Deed dated 14<sup>th</sup> December 2010 in favour of Shri Surendra Champalal Lodha and Smt. Sharmishtha Surendra Lodha, registered with the Sub-Registrar, Nagpur City-2 under Sr. No.NGN-2/6462/2010 ;
2. Certified copy of record of rights/ferfar/property register (malmata patrak)
3. Tax Receipt of House No.591/A
4. Original Sale Deed dated 14<sup>th</sup> December 2010 in favour of Shri Surendra Champalal Lodha and Smt. Sharmishtha Surendra Lodha, registered with the Sub-Registrar, Nagpur City-2 under Sr. No.NGN-2/6463/2010 ;
5. Certified copy of record of rights/ferfar/property register (malmata patrak)
6. Tax Receipt of House No.591/B

**Part-IX - Title Deeds in respect of the Borrower's Joratrai properties**

1. Four Original Registered Sale Deeds registered with the Sub-Registrar, Rajnandagaon as follows:

Sr. No.	Date	Vendor(s)	Land Area			Regn. No
			Khasra No.	Acres	Hectors	
1.	01.06.2009	Shri Suk Lal S/o Toran Sahu	1000/5	0.14	0.057	982
			1000/10	0.35	0.141	
			1054/2	0.50	0.202	
			1134/7	0.29	0.118	
2.	18.06.2009	Shri Kumara S/o Gangaram Sahu and Others	1061/6	0.21	0.085	1346
			1061/8	0.20	0.081	
			1087/3	0.38	0.154	
3.	01.06.2009	Shri Ram Chandra S/o Late Shri Keju and Others	1048/2	0.76	0.308	983
			1132/1	0.53	0.215	
			841	0.03	0.012	
4.	01.06.2009	Shri Ankala S/o Sitaram Sahu	1108/3	0.34	0.138	981
<b>Total</b>				<b>3.73</b>	<b>1.511</b>	

2. Photocopy of Kisan Kitab No. 0357013 dated 14.10.2006
3. Copy of B-1 Kisht Bandi dated 14.10.2014
4. Copy of Khasra Panchsala dated 14.10.2014

**Part-X - Title Deeds in respect of the Kopedih Land of the Guarantor viz. Mr. Abhay Narendra Lodha**



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1. Original Registered Sale Deed dated 24<sup>th</sup> April 2012 made between Mahaveer Steel & Power Pvt. Ltd. as Vendor and Mr. Abhay Lodha (through POA holder Mr. Nirmal Kumar Jain) registered with the Sub-Registrar of Rajnandgaon under Sr. No.447.
2. Original Kisan Kitab No. 1506569 dated 15.07.2012.
3. Copy of B-1 Kishit Bandi from P.H. 34 dated 14.02.2012.
4. Copy of Khasra Panchsala from P.H. 34 dated 14.02.2012.

**Part XI – Title Deeds in respect of the Khed Lands of the Guarantor viz. Mr. Abhay Narendra Lodha**

**A. Title Deeds in relation to Gat No. 97**

- (a) Original Registered Sale Deed dated June 30, 2007 executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchasers" of the one part and Shri Tukaram Dagdu Pinjan, Shri Nivrutti Dagdu Pinjan, Shri Dattatray Dagdu Pinjan, Smt. Baydabai Balasaheb Bandal, Smt. Shantabai Dashrath Raut, Smt. Sulabai Baburao Rakshe, Smt. Baysabai Shantaram Limbhore, Smt. Janabai Balasaheb Gavhane, Smt. Manisha Santosh Varude, Smt. Laxmibai Tukaram Pinjan, Smt. Parvatibai Dattatray Pinjan, Shri Kisan Dattatray Pinjan, Shri Kaluram Nivrutti Pinjan as the "Sellers" of the second part and M/s. Omsai Estate Developers through its authorized person Shri Avinash Kisan Nanekar as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-05742-2007 dated June 30, 2007, by Sub-Registrar Khed
- (b) Original Stamp Duty Receipt dated February 28, 2007 for Rs.1,84,500/- in the name of **Shri Abhay Narendra Lodha**
- (c) Original Registration Receipt No.5874 (Document registered under serial No. KDP-05742-2007) dated June 30, 2007 for Rs.31,020/- in the name of **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha**, by Sub-Registrar Khed.
- (d) Original Memorandum of Understanding (Visarpavati) dated October 18, 2006 executed between M/s. Omsai Estate Developers through its Mr. Avinash Kisan Nanekar "Purchaser" of the one part and Shri Dagdu Raghu Pinjan, Shri Dattatray Dagdu Pinjan, Shri Tukaram Dagdu Pinjan, Mr. Popat Dagdu Pinjan, Mr. Nivrutti Dagdu Pinjan, Smt. Baydabai Balasaheb Bandal, Smt. Shantabai Dashrath Raut, Smt. Sulabai Baburao Rakshe as the "Sellers" of the other part, duly stamped.
- (e) Original Undertaking executed by Abhay Narendra Lodha, in lieu of submission of Industrial Zone Order, as and when issued.
- (f) Latest Property Tax Receipt.
- (g) Latest 7/12 extracts in respect of captioned property showing in the name of Shri Abhay Narendra Lodha.
- (h) An affidavit should be obtained from the borrower before disbursing the loan, duly engrossed on the non-judicial stamp paper of Rs.100/- (as per Bank's



format) sworn before a First Class Magistrate or a Notary Public recording to the effect.

**B. Title Deeds in relation to Gat No. 98 and 101**

- (a) Original Registered Sale Deed dated March 9, 2007 executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchasers" of the one part and Smt. Bhagubai Sopan Buchade, Shri Tukaram Sopan Buchade, Shri Ramesh Sopan Buchade, Smt. Bayjabai Tukaram Nanekar, Smt. Hirabai Babu Kalokhe, Shri Ankush Tukaram Buchade, Shri Pandit Tukaram Buchade, Smt. Shobha Suresh Thakur, Smt. Mirabai Ankush Kadam, Shri Ravindra Ramesh Buchade, Ku. Sagar Ramesh Buchade & Shri Balasaheb Ramesh Buchade as the "Sellers" of the second part and M/s. Omsai Estate Developers through its authorized person Shri Avinash Kisan Nanekar as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02330-2007 dated March 9, 2007, by Sub-Registrar Khed
- (b) Original Stamp Duty Receipt dated February 28, 2007 for Rs.2,80,160/- in the name of **Shri Abhay Narendra Lodha**
- (c) Original Registration Receipt No.2379 (Document registered under serial No. KDP-02330-2007) dated March 9, 2007 for Rs.30,820/- in the name of **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha**, by Sub-Registrar Khed.
- (d) Original Memorandum of Understanding (Visarpavati) dated October 18, 2006 executed between M/s. Omsai Estate Developers through its Mr. Avinash Kisan Nanekar "Purchaser" of the one part and Smt. Bhagubai Sopan Buchade, Shri Tukaram Sopan Buchade, Shri Ramesh Sopan Buchade, Smt. Bayjabai Tukaram Nanekar & Smt. Hirabai Babu Kalokhe as the "Sellers" of the other part, duly stamped.
- (e) Original Undertaking executed by Abhay Narendra Lodha, in lieu of submission of Industrial Zone Order, as and when issued.
- (f) Latest Property Tax Receipt.
- (g) Latest 7/12 extracts in respect of captioned property showing in the name of Shri Abhay Narendra Lodha.
- (h) An affidavit should be obtained from the borrower before disbursing the loan duly engrossed on the non-judicial stamp paper of Rs.100/- (as per Bank's format) sworn before a First Class Magistrate or a Notary Public recording to the effect.

**C. Title Deeds in relation to Gat No. 99 and 102**

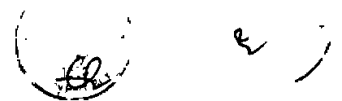
- (a) Original Registered Sale Deed dated March 9, 2007 executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchaser" of the one part and **Shri Anandrao Narayan Bhuchade & others** as the "Sellers" of the second part and **M/s. Omsai Estate Developers through Shri Avinash Kisan Nanekar** as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02323-2007 dated March 9, 2007, by Sub-Registrar Khed



- (b) Original Stamp Duty Receipt dated February 28, 2007 for Rs.4,50,400/- in the name of **Shri Abhay Narendra Lodha**
- (c) Original Registration Receipt No.2372 (Document registered under serial No. KDP-02323-2007) dated March 9, 2007 for Rs.31,020/- in the name of **Shri. Abhay Narendra Lodha**, by Sub-Registrar Khed.
- (d) Original Registered Correction Deed dated March 26, 2007 executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchaser" of the one part and **Shri Anandrao Narayan Bhuchade & others** as the "Sellers" of the second part and **M/s. Omsai Estate Developers through Shri Avinash Kisan Nanekar** as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02816-2007 dated March 26, 2007, by Sub-Registrar Khed.
- (e) Original Registration Receipt (Document registered under serial No.KDP-02816-2007) dated March 26, 2007 for Rs.780/- in the name of **Shri Abhay Narendra Lodha**, by Sub-Registrar Khed.
- (f) Original Registered Correction Deed dated June 9, 2009 executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchaser" of the one part and **Smt. Gangubai Anandrao Bhuchade & others** as the "Sellers" of the second part and **M/s. Omsai Estate Developers through Shri Avinash Kisan Nanekar** as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02584-2009 dated June 26, 2009, by Sub-Registrar Khed (Pune).
- (g) Original Memorandum of Understanding (Visarpavati) dated October 18, 2006 executed between M/s. Omsai Estate Developers through its Mr. Avinash Kisan Nanekar "Purchaser" of the one part and **Shri Anandrao Narayan Bhuchade & others** as the "Sellers" of the other part, duly stamped.
- (h) Original Undertaking executed by Abhay Narendra Lodha, in lieu of submission of Industrial Zone Order, as and when issued.
- (i) Latest Property Tax Receipt.
- (j) Latest 7/12 extracts in respect of captioned property showing in the name of **Shri Abhay Narendra Lodha**.
- (k) An affidavit should be obtained from the borrower before disbursing the loan duly engrossed on the non-judicial stamp paper of Rs.100/- (as per Bank's format) sworn before a First Class Magistrate or a Notary Public recording to the effect.

**D. Title Deeds in relation to Gat No. 120**

- (a) Original Registered Sale Deed executed between **Shri. Abhay Narendra Lodha** through his POA holder **Shri Narendra Champalal Lodha** as the "Purchasers" of the one part and **Smt. Bayjabai Dattu Buchade, Shri Dattu Baburao Buchade, Shri Kailash Dattu Buchade, Shri Vilas Dattu Buchade & Smt. Vishakha Shantaram Pachpute** as the "Sellers" of the second part and **M/s. Omsai Estate Developers** through its authorized person **Shri Avinash Kisan Nanekar** as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02332-2007 dated March 9, 2007, by Sub-Registrar Khed





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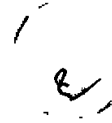
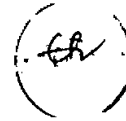
- (b) Original Stamp Duty Receipt dated February 28, 2007 for Rs.85,500/- in the name of **Shri Abhay Narendra Lodha**
- (c) Original Registration Receipt No.2381 (Document registered under serial No. KDP-02332-2007) dated March 9, 2007 for Rs.22,060/- in the name of **Shri. Abhay Narendra Lodha through his POA holder Shri Narendra Champalal Lodha**, by Sub-Registrar Khed.
- (d) Original Memorandum of Understanding (Visarpavati) dated October 18, 2006 executed between M/s. Omsai Estate Developers through its Mr. Avinash Kisan Nanekar "Purchaser" of the one part and Smt. Bayjabai Dattu Buchade & Shri Dattu Baburao Buchade as the "Sellers" of the other part, duly stamped.
- (e) Original Undertaking executed by Abhay Narendra Lodha, in lieu of submission of Industrial Zone Order, as and when issued.
- (f) Latest Property Tax Receipt.
- (g) Latest 7/12 extracts in respect of captioned property showing in the name of Shri Abhay Narendra Lodha.
- (h) An affidavit should be obtained from the borrower before disbursing the loan duly engrossed on the non-judicial stamp paper of Rs.100/- (as per Bank's format) sworn before a First Class Magistrate or a Notary Public recording to the effect.

**E. Title Deeds in relation to Gat No. 121**

- (a) Original Registered Sale Deed dated March 9, 2007 executed between **Shri. Abhay Narendra Lodha through his POA holder Shri Narendra Champalal Lodha** as the "Purchasers" of the one part and Shri Dattu Baburao Buchade, Shri Kailash Dattu Buchade, Shri Vilas Dattu Buchade, Smt. Vatsalabai Yeshwant Pawar, Smt. Barkabai Ananda Pawar and Smt. Vishakha Shantaram Pachpute as the "Sellers" of the second part and M/s. Omsai Estate Developers through its authorized person Shri Avinash Kisan Nanekar as the "Confirming Party" of the third part, duly stamped and document registered under serial No.KDP-02331-2007 dated March 9, 2007, by Sub-Registrar Khed
- (b) Original Stamp Duty Receipt dated February 28, 2007 for Rs.1,26,000/- in the name of **Shri Abhay Narendra Lodha**
- (c) Original Registration Receipt No.2380 (Document registered under serial No. KDP-02331-2007) dated March 9, 2007 for Rs.30,780/- in the name of **Shri. Abhay Narendra Lodha through his POA holder Shri Narendra Champalal Lodha**, by Sub-Registrar Khed.
- (d) Original Memorandum of Understanding (Visarpavati) dated October 18, 2006 executed between M/s. Omsai Estate Developers through its Mr. Avinash Kisan Nanekar "Purchaser" of the one part and Shri Dattu Baburao Buchade, Shri Kailash Dattu Buchade, Shri Vilas Dattu Buchade and Smt. Vishakha Shantaram Pachpute as the "Sellers" of the other part duly stamped.
- (e) Original Undertaking executed by Abhay Narendra Lodha, in lieu of submission of Industrial Zone Order, as and when issued.
- (f) Latest Property Tax Receipt.



- (g) Latest 7/12 extracts in respect of captioned property showing in the name of Shri Abhay Narendra Lodha.
- (h) An affidavit should be obtained from the borrower before disbursing the loan duly engrossed on the non-judicial stamp paper of Rs.100/- (as per Bank's format) sworn before a First Class Magistrate or a Notary Public recording to the effect.





**SECOND SCHEDULE ABOVE REFERRED TO**  
**Description of the mortgaged properties**

**Part-I - Description of Borrower's Durg properties**

ALL THAT land admeasuring 236640 sq.meters (23.664 Hectors) situated at HEG Sector "B", at Industrial Growth Centre, Borai, Moula Rasmada Tehsil & District Durg (Chhattisgarh) together with Factory Building standing thereon and plant and machinery attached to the earth and bounded as follows:

On or towards the North : M/s. HEG Ltd.  
On or towards the South : Bypass Road (National Highway)  
On or towards the East : Green belt, By Pass Road  
On or towards the West : Private Land, area of proposed food park

**Part-II - Description of Borrower's Rajnandgaon properties**

Lands admeasuring 33.60 acres at Village Joratarai, Patwari Halka No. 16, Gumka, Tehsil & District Rajnandgaon in the State Of Chhattisgarh, bearing:

Khasra No.	Acres	Hectors
1234	1.82	0.737
1236	0.34	0.138
1237	1.14	0.461
1255	2.25	0.910
1238	1.14	0.461
1235	1.03	0.417
1397/05	0.18	0.073
1402/05	0.12	0.048
1409/05	0.07	0.028
1397/03	0.20	0.081
1402/03	0.13	0.053
1409/03	0.08	0.032
1397/02	0.20	0.081
1402/02	0.13	0.053
1409/02	0.08	0.032
1404/02	0.20	0.081
1404/09	0.40	0.162
1020	0.81	0.327
1021	0.82	0.333
1024	1.27	0.514
1025	1.27	0.514
1096	0.51	0.207
1138	1.00	0.405
1140	0.18	0.073
1141/03	1.10	0.446
1411/01	2.22	0.899
1165/02	3.00	1.214
1404/03	0.20	0.081
1404/05	0.25	0.101
1166	0.35	0.142

1153/04	0.27	0.108
1132	0.45	0.182
1390/01	0.49	0.198
1153/05	0.27	0.108
1301/01	0.04	0.016
1153/02	0.26	0.108
1153/01	0.82	0.332
1153/03	0.63	0.254
1094/01	2.65	1.072
1095/01	0.64	0.262
1095/02	0.65	0.256
1199/02	1.30	0.526
1226	1.88	0.762
1239	0.77	0.312
<b>Total</b>	<b>33.60</b>	<b>13.612</b>

together with all the buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

**Part-III - Description of Borrower's Rajnandgaon properties**

Lands admeasuring 32.84 acres at Village Joratarai, Patwari Halka No. 16, Gumka, Tehsil & District Rajnandgaon in the State Of Chhattisgarh, bearing:

LAND AREA		
Khasra No.	Acres	Hectors
1219/1	0.70	0.283
1219/2	1.03	0.413
1219/3	0.35	0.142
	<b>2.08</b>	<b>0.838</b>
1202	0.25	0.101
1205	0.74	0.299
1207/2	0.50	0.202
1207/1	0.67	0.272
1212/3	1.07	0.433
1212/5	0.32	0.130
1212/6	0.08	0.032
	<b>3.63</b>	<b>1.469</b>
1200	2.16	0.874
1227	0.83	0.336
1212/1	0.59	0.239
1212/2	1.08	0.437
1212/4	0.73	0.295
1257/8	0.50	0.202
1213	1.00	0.405
1217	1.00	0.405
1221/4	1.00	0.405
	<b>8.89</b>	<b>3.598</b>





1218	2.06	0.833
1220	0.62	0.251
1221/2	3.00	1.214
1214	2.06	0.833
1221/6	0.90	0.365
1221/1	1.48	0.597
1257/3	2.00	0.809
	<b>12.12</b>	<b>4.902</b>
1221/3	2.12	0.858
1257/7	1.00	0.405
1221/5	3.00	1.214
	<b>6.12</b>	<b>2.477</b>
<b>Total</b>	<b>32.84</b>	<b>13.302</b>

together with all the buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

**Part-IV - Description of Borrower's additional Rajnandgaon properties**

Lands admeasuring 25.49 acres at Village Joratarai, Patwari Halka No. 16, R. I. Circle Ghumka, Tehsil & District Rajnandgaon in the State Of Chhattisgarh, bearing:

Khasra No.	Acres	Hectors
1030/1	0.24	0.097
1043	0.26	0.105
1397/1	0.20	0.081
1402/1	0.13	0.053
1409/1	0.08	0.032
1131/1	0.36	0.146
1397/4	0.18	0.073
1402/4	0.13	0.052
1409/4	0.07	0.028
415	0.40	0.162
416	0.40	0.162
418	0.25	0.101
1107/3	1.23	0.499
1098/4	0.03	0.012
1098/5	0.30	0.121
1098/6	0.09	0.036
1107/1	0.25	0.101
1107/5	0.50	0.202
1098/1	1.22	0.495
1098/3	0.50	0.202
1107/4	0.06	0.024
1108/1	0.33	0.134
1080/1	0.69	0.279
1098/2	0.35	0.141



1110/2	0.50	0.202
1135/1	0.66	0.267
904/2	2.50	1.011
1148/2	0.58	0.235
1135/4	0.30	0.121
1148/1		
1099/2	0.78	0.316
1101/3	0.50	0.202
905/1	0.50	0.202
1330	0.99	0.400
1136	1.07	0.433
1144/2	0.60	0.243
1147/1	0.57	0.231
1149	1.01	0.408
1097	0.50	0.202
1098/7	0.40	0.162
1101/1	0.55	0.223
1107/2	0.60	0.243
1107/6	0.63	0.254
1137	0.35	0.142
1139	0.88	0.355
891/6	0.26	0.105
392/1	0.55	0.223
410/1	0.14	0.056
1303/2	1.40	0.566
<b>Total</b>	<b>25.49</b>	<b>10.309</b>

together with all the buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

✓ **Part-V - Description of Pune Land of Guarantor viz. Mr. Abhay Narendra Lodha**

All that piece or parcel of land bearing Survey No. 125, Hissa No. 1-2, admeasuring about 7 Acres 2 Gunthas situate, lying and being at Village: Kune (Nama), Taluka: Maval, District: Pune, in the Registration District Pune and Sub-District Vadgaon Maval, within the jurisdiction of Gram Panchayat Vaksai, Taluka Panchayat, Vadgaon Maval, Zilla Parishad Pune and bounded as follows:

On or towards the East by : S. No. 98A and Forest  
On or towards the South by : S. No.128 and S. No. 118  
On or towards the West by : S. No. 121 and S. No.124  
On or towards the North by : Forest and Boundary of village Pangololi

✓ **Part-VI - Description of ARPL's Delhi property**

All that piece and parcel of land admeasuring 200 sq. yards (167.225 sq.mts.) i. e. residential plot of land bearing No.153, in Block "A-2" situated at Residential Colony known as Safdarjung Enclave, New Delhi, within the limits of Municipal Corporation of



New Delhi together with Super-structure constructed/Building standing thereon and bounded as follows;

On or towards the North : Road 30' Wide  
On or towards the South : Service Road 15' Wide  
On or towards the East : Plot No. 154  
On or towards the West : Road 15' Wide

**Part-VII - Description of the ARPL's Mumbai Flat**

Residential Flat bearing Flat No.401 admeasuring about 1193.50 sq. ft. i.e. 110.92 sq. mtrs. built up area i.e. equivalent to 994.60 sq. ft. i.e. 92.45 sq. mtrs. carpet area on the 4<sup>th</sup> floor of the building known as "Shivraj Heights" constructed on all that piece or parcel of land admeasuring about 690 sq. yds., bearing Plot No.394-A. bearing City Survey No. E/268, lying, being and situate at 14<sup>th</sup> Road, Khar (West), Mumbai, in the Registration Sub-District of Bandra and Registration District of Mumbai Suburban and assessed under Municipal "H" Ward.

**Part-VIII - Description of the Nagpur Property of Mr. Surendra Champalal Lodha and Mrs. Sharmishtha Surendra Lodha**

A. All that piece and parcel of property i.e. Corporation House No.591/A having open land admeasuring about 252.95 sq. mtrs. together with Kachha construction admeasuring about 200 sq. ft. thereon, Sheet No.4/18, City Survey No.134/D, Chalta No.226, Ward No.70 situated at Gorepeth, Mouza Gadga, Tehsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, and bounded as under:

On or towards the East by : City Survey No.137/2  
On or towards the West by : Road  
On or towards the North by : City Survey No.134/A  
On or towards the South by : City Survey No.135

B. All that piece and parcel of property i.e. Corporation House No.591/B having open land admeasuring about 252.95 sq. mtrs. together with Kachha construction admeasuring about 200 sq. ft. thereon, Sheet No.4/18, City Survey No.134/C, Chalta No.226, Ward No.70 situated at Gorepeth, Mouza Gadga, Tehsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, and bounded as under:

On or towards the East by : City Survey No.134/D  
On or towards the West by : Road  
On or towards the North by : City Survey No.134/B  
On or towards the South by : City Survey No.135

**Part-IX - Description of Borrower's Joratrai properties**

Open un-diverted lands admeasuring 3.73 Acres at Village Joratarai, Patwari Halka No. 16, R. I. Circle - Ghumka, Tehsil & District Rajnandgaon in the State Of Chhattisgarh, bearing:

Khasra No.	Acres	Hectors
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100

1000/5	0.14	0.057
1000/10	0.35	0.141
1054/2	0.50	0.202
1134/7	0.29	0.118
1061/6	0.21	0.085
1061/8	0.20	0.081
1087/3	0.38	0.154
1048/2	0.76	0.308
1132/1	0.53	0.215
841	0.03	0.012
1108/3	0.34	0.138
<b>Total</b>	<b>3.73</b>	<b>1.511</b>

together with all the buildings and structures constructed or that may be constructed thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

**Part-X - Description of Guarantor's Kopedih Lands**

Undiverted lands admeasuring 16.88 Acres at Village Kopedih, Patwari Halka No. 34, R. I. Circle – Raj-2, Tehsil & District Rajnandgaon in the State Of Chhattisgarh, bearing:

<b>Khasra No.</b>	<b>Acres</b>	<b>Hectors</b>
164/2	1.00	0.405
308/1	0.12	0.049
165/3	0.50	0.202
300/2	0.50	0.202
325/2	0.25	0.101
322/2	0.38	0.154
367/5	0.22	0.089
367/7	0.10	0.040
165/5	0.32	0.129
365/1	0.22	0.089
295/3	0.01	0.004
302/1	0.14	0.057
308/3	0.08	0.032
316/2	0.27	0.109
356/5	0.20	0.081
260/4	0.31	0.125
368	0.45	0.182
356/1	0.22	0.089
355/3	0.06	0.024
369/1	0.20	0.081
375/2	0.02	0.008
364	0.64	0.259
353/5	0.28	0.112
356/2	0.20	0.081
321/3	0.30	0.121
178/2	0.12	0.049
273	0.28	0.113





325/4	0.30	0.121
367/1	0.21	0.085
367/2	0.35	0.142
353/3	0.28	0.113
369/2	0.25	0.101
322/1	0.37	0.150
154/3	0.28	0.113
167/2	0.43	0.174
325/1	0.43	0.174
332/1	1.00	0.405
355/2	0.30	0.121
325/5	0.57	0.230
182/1	0.17	0.069
325/6	0.30	0.121
315/2	0.50	0.202
382/2	0.01	0.004
367/3	0.22	0.089
367/6	0.18	0.073
317/2	0.64	0.259
346/2	0.12	0.049
380/3	0.01	0.004
422/2	0.01	0.004
320/1	0.90	0.364
320/3	0.06	0.024
172/1	0.60	0.243
348/1	0.40	0.162
172/2	0.25	0.101
172/3	0.35	0.142
<b>Total</b>	<b>16.88</b>	<b>6.828</b>

together with all the buildings and structures constructed or that may be constructed thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

**Part XI – Description of the Guarantor’s Khed Lands**

**A. Gat No. 97**

All that piece or parcel of land bearing **Gat No.97. admeasuring about 1H. 23R out of the total land admeasuring about 1H. 64R** together with structure standing thereon situated at Village Savardari, Taluka Khed (Rajgurunagar), District Pune, in the registration District and Sub-District of Khed and bounded as follows:

On or towards the East by Gat No.122;  
On or towards the South by Gat No.98;  
On or towards the West by Gat No.96  
On or towards the North by boundary of Bhamboli Village & Road

**B. Gat No. 98 and 101**

*(Handwritten signature)*



All that piece or parcel of land bearing **Gat No.98** admeasuring about **1H. 34R & Gat No.101** admeasuring about **1H. 15R**, both aggregating to **2H. 49R.** together with structure standing thereon situated at Village Savardari, Taluka Khed (Rajgurunagar), District Pune, in the registration District and Sub-District of Khed and bounded as follows:

**Boundary of Gat No.98 :-**

On or towards the East by Gat No.121;  
On or towards the South by Gat No.19;  
On or towards the West by Gat No.96  
On or towards the North by Gat No.97.

**Boundary of Gat No.101 :-**

On or towards the East by Gat No.102;  
On or towards the South by Gat No.92;  
On or towards the West by Gat No.96  
On or towards the North by Gat No.100.

**C. Gat No. 99 and 102**

All that piece or parcel of land admeasuring about **2H. 56.5 R** being a part of land **Gat No.99** totally admeasuring about **5H. 66R.** (Pot Kharaba 0H 04R) & another portion admeasuring about **0H.-+** being a part of land **Gat No.102** totally admeasuring about **1H. 69 R.** (Pot Kharaba 0H 10R), **both portion aggregating to 3H.40.5R, both aggregating to 2H.49R.** together with structure standing thereon situated at Village Savardari, Taluka Khed (Rajgurunagar), District Pune, in the registration District and Sub-District of Khed and bounded as follows:

**Boundary of Gat No.99 :-**

On or towards the East by Gat No.120, 121 & 116;  
On or towards the South by Gat No.100, 101, 102;  
On or towards the West by Gat No.96 & 100  
On or towards the North by Gat No.98.

**Boundary of Gat No.102 :-**

On or towards the East by Gat No.115 & 116;  
On or towards the South by Gat No.103;  
On or towards the West by Gat No.101  
On or towards the North by Gat No.99

**D. Gat No. 120**

All that piece or parcel of land bearing **Gat No.120.** admeasuring about **0H. 76R.** together with structure standing thereon situated at Village Savardari, Taluka Khed (Rajgurunagar), District Pune, in the registration District and Sub-District of Khed and bounded as follows:

On or towards the East by Gat No.119 & 116;  
On or towards the South by Gat No.116;  
On or towards the West by Gat No.99  
On or towards the North by Gat No.121

**E. Gat No. 121**

**All that piece or parcel of land bearing Gat No.121. admeasuring about 1H. 12R. together with structure standing thereon situated at Village Savardari, Taluka Khed (Rajgurunagar), District Pune, in the registration District and Sub-District of Khed and bounded as follows:**

On or towards the East by Gat No.124 & 123;

On or towards the South by Gat No.120;

On or towards the West by Gat No. 98 and 99;

On or towards the North by Gat No.122.



**THIRD SCHEDULE ABOVE REFERRED TO**  
**Details of Existing Facilities secured earlier**

**Part-I - Existing Term Loan Facilities (outstanding amount restructured into Term Loan-I)**

Sr. No	Name of the Lender	Sanctioned Amount (Rs. in Crores)	Outstanding Amount (Rs. in Crores)
1.	State Bank of India	65.00	17.00
2.	State Bank of Patiala	10.00	Repaid
3.	Oriental Bank of Commerce	55.00	15.41
4.	Punjab National Bank	58.00	15.79
5.	Canara Bank	22.00	Repaid
6.	Corporation Bank	9.00	Repaid
7.	Dena Bank	20.00	10.18
<b>TOTAL</b>		<b>239.00</b>	<b>58.38</b>

**Part - II - Existing Working Capital Facilities**

Sr. No.	Lender	Facility	Limits (Rs. In Crores)
1.	State Bank of India	Fund Based (MD)	65.00
		Non-Fund Based (MD)	80.00
		Non-Fund Based (TD)	50.00
		<b>Total SBI Facilities</b>	<b>195.00</b>
2.	State Bank of Patiala	Fund Based (MD)	25.00
		Non-Fund Based (MD)	45.00
		Non-Fund Based (TD)	105.00
		<b>Total SBP Facilities</b>	<b>175.00</b>
3.	Oriental Bank of Commerce	Fund Based (MD)	38.00
		Non-Fund Based (MD)	42.00
		Non-Fund Based (TD)	95.00
		<b>Total OBC Facilities</b>	<b>175.00</b>
4.	Punjab National Bank	Fund Based (MD)	20.00
		Non-Fund Based (MD)	40.00
		<b>Total PNB Facilities</b>	<b>60.00</b>
5.	Canara bank	Fund Based (MD)	6.50
		Non-Fund Based (TD)	12.00
		<b>Total CB Facilities</b>	<b>18.50</b>
6.	Corporation Bank	Fund Based (MD)	5.00
		Non-Fund Based (MD)	15.00
		Non-Fund Based (TD)	50.00
		<b>Total CRB Facilities</b>	<b>70.00</b>
7.	Dena Bank	Fund Based (MD)	18.75
		Non-Fund Based (MD)	42.50
		Non-Fund Based (TD)	62.50
		<b>Total DB Facilities</b>	<b>123.75</b>
8.	Indian Bank	Fund Based (MD)	7.50
		Non-Fund Based (TD)	20.00
		<b>Total IB Facilities</b>	<b>27.50</b>
9.	Central Bank of	Fund Based (MD)	6.25



	<b>India</b>	Non-Fund Based (MD)	12.00
		Non-Fund Based (TD)	75.00
		<b>Total CBol Facilities</b>	<b>93.25</b>
<b>10.</b>	<b>Allahabad Bank</b>	Fund Based (MD)	10.00
		Non-Fund Based (TD)	40.00
		<b>Total ALB Facilities</b>	<b>50.00</b>
<b>11.</b>	<b>Union Bank of India</b>	Fund Based (MD)	8.00
		Non-Fund Based (MD)	43.50
		Non-Fund Based (TD)	30.50
		<b>Total UBI Facilities</b>	<b>82.00</b>
<b>12.</b>	<b>IDBI Bank Limited</b>	Non-Fund Based (TD)	50.00
		<b>Total IDBI Facilities</b>	<b>50.00</b>
<b>AGGREGATE</b>			<b>1120.00</b>

MD – Manufacturing Division

TD – Trading Division

**Part III – Corporate Loans (outstanding amount restructured into Term Loan-II)**

<b>Sr. No</b>	<b>Name of the Lender</b>	<b>Sanctioned Amount (Rs. in Crores)</b>	<b>Outstanding Amount (Rs. in Crores)</b>
1.	State Bank of India	100.00	98.00
2.	Allahabad Bank	50.00	45.84
4.	State Bank of Patiala	25.00	24.50
<b>TOTAL</b>		<b>175.00</b>	<b>168.34</b>



100



**FOURTH SCHEDULE ABOVE REFERRED TO**  
**Details of Facilities Secured hereby**

**Part I – Funded Interest Term Loan-I**

Sr. No.	Lender	Amount (Rs. in Crores)
1	DB	2.24
2	OBC	3.39
3	PNB	3.47
4	SBI	3.74
	<b>Total</b>	<b>12.84</b>

**Part II – Funded Interest Term Loan-II**

Sr. No.	Lender	Amount (Rs. in Crores)
1	ALB	10.08
2	SBI	21.56
3	SBP	5.39
	<b>Total</b>	<b>37.04</b>

**Part III – Enhanced Working Capital Facilities**

Sr. No.	Bank	Facility	Limits (Rs. In Crores)		
			Existing	Additional	Total
1.	STATE BANK OF INDIA (SBI)	Fund Based (MD)	65.00	10.00	75.00
		Non-Fund Based (MD)	80.00	10.32	90.32
		Non-Fund Based (TD)	50.00	11.00	61.00
		<b>Total SBI Facilities</b>	<b>195.00</b>	<b>31.32</b>	<b>226.32</b>
2.	STATE BANK OF PATIALA (SBP)	Fund Based (MD)	25.00	3.79	28.70
		Non-Fund Based (MD)	45.00	5.81	50.81
		Non-Fund Based (TD)	105.00	22.71	127.71
		<b>Total SBP Facilities</b>	<b>175.00</b>	<b>32.32</b>	<b>207.22</b>
3.	ORIENTAL BANK OF COMMERCE (OBC)	Fund Based (MD)	38.00	5.63	43.63
		Non-Fund Based (MD)	42.00	4.77	46.77
		Non-Fund Based (TD)	95.00	20.55	115.55
		<b>Total OBC Facilities</b>	<b>175.00</b>	<b>30.95</b>	<b>205.95</b>
4.	PUNJAB NATIONAL BANK (PNB)	Fund Based (MD)	20.00	2.96	22.96
		Non-Fund Based (MD)	40.00	5.16	45.16
		<b>Total PNB Facilities</b>	<b>60.00</b>	<b>8.12</b>	<b>68.12</b>
5.	CANARA BANK (CB)	Fund Based (MD)	6.50	0.96	7.46
		Non-Fund Based (TD)	12.00	2.60	14.60
		<b>Total CB Facilities</b>	<b>18.50</b>	<b>3.56</b>	<b>22.06</b>
6.	CORPORATION BANK (CRB)	Fund Based (MD)	5.00	0.74	5.74
		Non-Fund Based (MD)	15.00	1.94	16.94
		Non-Fund Based (TD)	50.00	10.82	60.82
		<b>Total CRB Facilities</b>	<b>70.00</b>	<b>13.50</b>	<b>83.50</b>
7.	DENA BANK (DB)	Fund Based (MD)	18.75	2.78	21.53

		Non-Fund Based (MD)	42.50	4.84	47.34
		Non-Fund Based (TD)	62.50	13.52	76.02
		<b>Total DB Facilities</b>	<b>123.75</b>	<b>21.14</b>	<b>144.89</b>
8.	INDIAN BANK (IB)	Fund Based (MD)	7.50	--	7.50
		Non-Fund Based (TD)	20.00	--	20.00
		<b>Total IB Facilities</b>	<b>27.50</b>	<b>---</b>	<b>27.50</b>
9.	CENTRAL BANK OF INDIA (CBoI)	Fund Based (MD)	6.25	0.93	7.18
		Non-Fund Based (MD)	12.00	1.55	13.55
		Non-Fund Based (TD)	75.00	16.23	91.23
		<b>Total CBoI Facilities</b>	<b>93.25</b>	<b>18.71</b>	<b>111.96</b>
10.	ALLAHABAD BANK (ALB)	Fund Based (MD)	10.00	-10.00	--
		Non-Fund Based (TD)	40.00	20.82	60.82
		<b>Total ALB Facilities</b>	<b>50.00</b>	<b>10.82</b>	<b>60.82</b>
11.	UNION BANK OF INDIA (UBI)	Fund Based (MD)	8.00	1.19	9.19
		Non-Fund Based (MD)	43.50	5.61	49.11
		Non-Fund Based (TD)	30.50	6.60	37.10
		<b>Total UBI Facilities</b>	<b>82.00</b>	<b>13.40</b>	<b>95.40</b>
12.	IDBI BANK LIMITED (IDBI)	Non-Fund Based (TD)	50.00	10.82	60.82
		<b>Total IDBI Facilities</b>	<b>50.00</b>	<b>10.82</b>	<b>60.82</b>
13.	Untied Limits*	Fund Based (MD)	--	1.11	1.11
		Non-Fund Based (TD)	--	4.33	4.33
		<b>Total Untied Limit</b>	<b>---</b>	<b>5.44</b>	<b>5.44</b>
<b>Aggregate</b>			<b>1120.00</b>	<b>200.00</b>	<b>1320.00</b>

MD – Manufacturing Division

TD – Trading Division

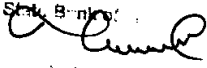
\*Untied Limit shall be tied up upon sanction by Indian Bank for which this mortgage will operate upon execution of the Deed of Accession by Indian Bank as set out in the Lenders' Agent Agreement.

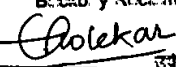
#### Part IV – Project Loan

Sr. No.	Lender	Amount (Rs. in Crores)
1	SBI	30.85
2	SBP	19.85
3	OBC	18.95
4	PNB	7.54
5	CB	1.84
6	CRB	6.97
7	DB	13.33
8	CBoI	9.28
9	ALB	9.54
10	UBI	8.16
11	IDBI	4.98
12	Untied Limit*	2.74
	<b>Total</b>	<b>134.00</b>

\*Untied Limit shall be tied up upon sanction by Indian Bank for which this mortgage will operate upon execution of the Deed of Accession by Indian Bank as set out in the Lenders' Agent Agreement.

for STATE BANK OF INDIA

For State Bank of India  
  
\_\_\_\_\_  
A. C. / CHIEF MANAGER

For State Bank of India  
Back by Redemption Branch  
  
\_\_\_\_\_  
DY. MANAGER (Cred.)

Dated this 30<sup>th</sup> day of April, 2015