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आडगांव

Monday, May 28, 2012 :: 1:37:24 PM

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पावती क्र. : 5506

दिनांक 28/05/2012

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सन्3 - 05493 - 2012

दस्ता ऐवजाचा प्रकार

दस्तऐवजाचा अनुक्रमांक

गावाचे नाव

गहाणखत

सादर करणाराचे नाव: बँक ऑफ बड़ोदा, एम आय डी, कार्पीरेट शाखा सिंहगड टेक्नीकल एज्युकेशन सोसायटी कॅम्पस, एरंडवना, कर्वेरोड समोर, पुणे तर्फ

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (41)

820.00

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30820.00

आपणास हा दस्त अंदाजे 1:52PM ह्या वेळेस मिळेल

सह. दुस्या निबंध

नाशिक **–** 3.

बाजार मुल्य: 0 रु.

कर्जाची रक्कम: 100000000रु.

भरलेले मुद्रांक शुल्क: 500000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; बॅकेचे नाव व पत्ता: राजलक्ष्मी बॅक नाशिक;

डीडी/धनाकर्ष क्रमांक: 109152; रक्कम: 30000 रू.; दिनांक: 28/05/2012

Received Original Document

दस्तक्रमांक व वर्ष: 5493/2012

दुय्यम निबंधक: नाशिक 3

Monday, May 28, 2012

सूची क्र. दोन INDEX NO. II

1:39:42 PM

गावाचे नाव :

आडगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप गहाणखत व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 100,000,000.00

बा.भा. रू. 0.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णनः मौजे आडगांव येथील 1)गट नं.39 क्षेत्र 0हे.08आर म्हणजेच 800.00 चौ.मी. 2)गट नं.40 क्षेत्र 0हे.09आर म्हणजेच 900.00 चौ.मी. 3)गट नं.41 क्षेत्र 0हे.67.8896आर म्हणजेच 6788.96 चौ.मी. 4)गट नं.42 क्षेत्र 0हे.40आर म्हणजेच 4000.00 चौ.मी. 5)गट नं.43 क्षेत्र 0हे.64.9228आर म्हणजेच 6492.28 चौ.मी. 6)गट नं.44 क्षेत्र 0हे.17आर म्हणजेच 1700.00 चौ.मी. 7)गट नं.45 क्षेत्र 0हे.15आर म्हणजेच 1500.00 चौ.मी. 8)गट नं.46 क्षेत्र 0हे.60आर म्हणजेच 6000.00 चौ.मी. 9)गट नं.47 क्षेत्र 0हे.50आर म्हणजेच 5000.00 चौ.मी. 10)गट नं.48 क्षेत्र 0हे.38आर म्हणजेच 3800.00 चौ.मी. 11)गट नं.49 ब क्षेत्र 0हे.39.66आर म्हणजेच 3966 चौ.मी. असे एकूण क्षेत्र 40947.24 चौ.मी.

(1) नंदन बिल्डकॉन प्रा.लि. भारतीय कंपनी कायद्यान्वये नोंदणीकृत कं. जिचे कार्यालय प्लॉट

नं.52, शिवाजी हाऊसिंग सोसायटी, आय सी सी मार्ग, सेनापती बापट मार्ग, पुणे तर्फे संचालक

(1) बँक ऑफ बड़ौदा, एम आय डी, कार्पोरेट शाखा सिंहगड टेक्नीकल एज्युकेशन सोसायटी कॅम्पस, एरंडवना, कर्वेरोड समोर, पुणे तर्फे पिंपळगांव बहुला, नाशिक शाखेतर्फे मॅनेजर श्री.

अरूण काशिनाथ करमुरकर 🚉 घर/फ़्लॅट नं: 🚭 गुल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं:

-; पेठ/वसाहतः -; शहर/गावः नाशिकः; तालुकाः -;पिनः -; पॅन नम्बरः

श्री. शामकांत केशव कोतकर तर्फे वि. मु. म्हणून श्री. संदिप छबन साठे . .; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: पुणे; तालुका: -;

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

A

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचें नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

करून दिल्याचा 28/05/2012

(7) दिनांक (8)

नोंदणीचा

28/05/2012

(९) अनुक्रमांक, खंड व पृष्ठ

5493 /20**12**

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 500000.00

(11) बाजारभावाप्रमाणे नोंदणी

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सुकी क्र. 11 नोंदणी नंतस्वी प्रथम प्रत



अस्सल बरहुकुम नवकल

सह. दुख्यम निबंधक वर्ग-२ नाशिक-३. THDENTURE OF MORTGAGE (WITHOUT POSSESSION)

(Stump Duty affixed as per Article 40(6) of schedule I of the Bombay Stump Ad, 1958)

Indenture of MORTGAGE is made and executed and NayWK

on this 28 th day of may 2012

For RAJLAXMI HRBAN CO-OP. BANK LTD., NASIK

> Authorised Signatory (Mr. Sawant S. D.)

NANDAN BUILDCON PVT. LTD., a Company within the meaning of the Companies Act, 1956 and having its Office at Plot No. 52, Shivaji Housing Society, Behind ICC, Senapati Bapat Road, Pune 411016, hereinafter referred to as "THE MORTGAGOR" or "THE BORROWER" (which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and assigns) of the ONE PART;

(The Mortgagor is represented through its Mr. Shamkant Keshav Kotkar, age Adult, occupation Business, residing/having address at Plot No. 52, Shivaji Housing Society, Behind ICC, Senapati Bapat Road, Pune 411016 (today present at Nashik), the Director, duly authorized under the Resolution dated ___ 2012 passed in the meeting of Board of Directors of the Mortgagor)

IN FAVOUR OF

BANK OF BARODA, a Body Corporate constituted by the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, and having its Head Office at Baroda House Mandvi Baroda -390 006, Gujarat State and one of its branches known as MID CORPORATE BRANCH at SETS Campus, CTS No. 19, Plot No. 15, Khilare Path, Erandavana, Pune 411004, hereinafter referred to as "THE MORTGAGEE" or "THE BANK" (which expression shall include its successor and assigns) of the OTHER PART

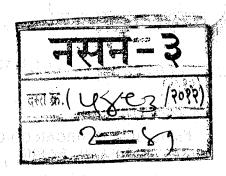
WHEREAS:-

- A) The Mortgagor is seized and possessed of and otherwise well and sufficiently entitled to all those pieces and parcels of land collectively admeasuring 40947 24 sq. mtrs. within the Residential Zone situated at & bearing/being part of Gat Nos. 39 to 48 & 49/B of village Adgaon Tal. & Dist. Nashik together with Buildings and Structures standing thereon and/or to be constructed thereon, both present and future, and fixtures and fittings annexed thereto, both present and future, more particularly & respectively described at the Part I of the Schedule hereunder written.
- The Mortgagor is also seized and possessed of and otherwise well and sufficiently entitled to all Movable Assets of the Mortgagor viz. Movable Machineries, Equipments, Spares, Tools Accessories, Vehicles and other Movables, both present and future, described generally at Sr. 1 in the Part II of the Schedule hereunder written and also to all steels of the schedule hereunder written and also to all steels of the schedule described. 1 in the Part II of the Schedule hereunder written and also to all stocks of raw material, finished and semi finished goods, works in process and all book debts and receivables, both present and future, described generally at Sr. No. 2 in the Part II of the Schedule hereunder written
- The Mortgagor has proposed to construct ownership scheme buildings of the Project "Nandan Carnivals" on the aforesaid lands admeasuring 40947.24 sq. mtrs. within the Residential Zote situated at & bearing/being part of Gat Nos. 39 to 48 & 49/B of village Adgaon Tal. & Dist. Nastak (described in the Schedule hereunder written), hereinafter referred to as the "said Project", and requested the Mortgagee to sanction to the Mortgagor Bridge Loan of Rs. 10.00 crores (PS) To crores only) for meeting part of preliminary expenses pertaining to the said Project "Said Roject". crores only) for meeting part of preliminary expenses pertaining to the said Project "Ganda Carnival" of the Mortgagor, which the Mortgagee has considered favourably on the terms and conditions contained in the letter of sanction No. MIDPUN/ADV/2012 dated 22.05.2012.

उमट मुद्रांक फ्रॅंकिंग अल्ट्रा व्हायलेट लॅम्पखाली तपासले. एस. एम. एस / संबंधित श्राधिकृत अधिका-यांशी दुरध्वनीवरान, संपर्के, साधूप मेळ **यरोयर आढ**ळुन आला.

Rs. U.S. U.D. U.U.U/- PB703/

STAMP DUTY MAHARASHTRA

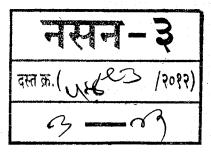


्रे व ह जन्मकार्यकृति इतिहास

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मुद्रांक शुल्काची रक्कम (जक्षरी) Stamp Duty Amt. (in Words)	2,00,000/-		
प्राधिकृत अधिकाऱ्याची पूर्ण स्वाक्षरी व शिक्षा (Authorised Person's full Signature & Sea)	A POL RAJLAXMIL NOU	1 Europe (24 - 25)	
Language and the second	BANK LTO NASIK	ele de valet e ale é	

Authorised Signatory
(Mr. Sawant 8. D.)



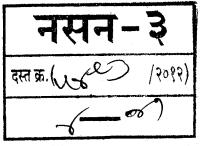


- D) The terms and conditions stipulated by the Mortgagee Bank inter alia requires the Mortgagor as and by way of security to grant, convey, assure, transfer and assign by way First Charge of Mortgagee but retaining the possession with the Mortgagor (i.e. without possession) in favour of the Mortgagee Bank subject to the powers and provisions of the Mortgagee Bank herein contained and subject also to the proviso for repayment hereinafter mentioned, the aforesaid immovable and movable properties of the Mortgagor viz. All those pieces and parcels of land collectively admeasuring 40947.24 sq. mtrs. within the Residential Zone situated at & bearing/being part of Gat Nos. 39 to 48 & 49/B of village Adgaon Tal. & Dist. Nashik together with Buildings and Structures standing thereon and/or to be constructed thereon, both present and future, and fixtures and fittings annexed thereto, both present and future, described at Part I of the Schedule hereunder written, and all movable machineries, equipments, spares, tools and accessories, vehicles and other movables and all stocks and book debts of the Mortgagor described in the Part II of the Schedule hereunder written for securing the due repayment. discharge and redemption by the Mortgagor to the Mortgagee Bank of its said Bridge Loan of Rs. 10.00 (Rs. Ten crores only) to the Mortgagor, together with interest, compound interest, and or additional interest in case of default, penal interest, liquidated damages, commitment charges, premia on prepayment or on redemption, commission, costs, charges, expenses and other monies payable thereon, which the Mortgagor has agreed to do.
- E) Pursuant thereto the Mortgagee Bank has called upon the Mortgagor to create the security as aforesaid by executing the Indenture of Mortgage, being these presents and in the manner hereinafter appearing.

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

- 1) It is hereby expressly agreed by and between the Parties that the obligations of the Mortgagor shall be governed by the provisions contained in the promissory notes, agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank and these presents, and in the event of there being any inconsistency or repugnancy the provisions contained in promissory notes, agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank shall prevail to the extent of such inconsistency or repugnancy.
- Security: In consideration of the Mortgagee Bank having agreed to grant/granted to the Mortgagor Bridge Loan of Rs. 10.00 crores (Rs. Ten crores only) on the Terms and Conditions contained in the letter of sanction dated 22.05.2012 of the Mortgagee Bank recited hereinabove, the Mortgagor doth hereby and as and by way Security grant, convey, assure, transfer and assign by way First Charge of Mortgage but retaining the possession thereof with the Mortgagor (i.e. without possession) in favour of the Mortgagee Bank subject to the powers and provisions of the Mortgagee Bank herein contained and subject also to the proviso for repayment hereinafter mentioned the properties of the Mortgagor viz. All those pieces and parcels of land collectively admeasuring 40947.27 sq. mtrs. within the Residential Zone situated at & bearing/being part of Gat Nos. 39 to 48 & 49/B of village Adgaon Tal. & Dist. Nashik described at the Part I of the Schedule hereunder written, TOGETHER WITH all the Buildings, Constructions, Erections, tenements or any other Constructions of every description which are erected, 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 or any part thereof (both present and future) and fixtures and fittings annexed thereto, both present and future, and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid Lands or any part thereof belonging to or in any wise appurtaining to or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereof AND ALL the Movable Assets of the Mortgagor viz. Movable Machineries, Equipments, Spares, Tools and Accessories, vehicles and other Movables, both present and future, described generally at Sr. No. 1 in the Part II of the Schedule hereunder written AND ALSO all stocks of raw material, finished and semi finished goods, works in process and all book debts and receivable, both present and future, described generally at Sr. No. 2 in the Part II of the Schedule hereunder written AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon all and/or any one more of the aforesaid properties of the Mortgagor TO HAVE AND TO HOLD all and singular all the aforesaid properties unto the Mortgagee Bank absolutely but without possession and subject to the powers and provisions of the Mortgagee Bank herein contained and subject also to the proviso for repayment hereinafter mentioned, For securing the due repayment,





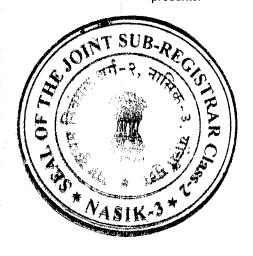
discharge and redemption by the Mortgagor to the Mortgagee Bank of the said Bridge Loan of Rs. 10.00 crores (Rs. Ten crores only) together with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, or on redemption, Commission, costs, charges, expenses, and other moneys whatsoever paid or incurred by the Mortgagee Bank in connection with the insurance, protection, observance, enforcement or realisation or attempted enforcement or realization of the said security and discharge of all indebtedness whatsoever or liability of the Mortgagor to the Mortgagee Bank. (The principal and all such other amounts shall be the "MORTGAGE DEBT" secured by the Mortgage hereby created by the Mortgagor over the properties of the Mortgagor described in the Schedule hereunder written)

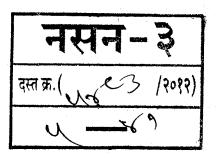
The aforesaid properties of the Mortgagor hereby Mortgaged consisting of lands together with all and Singular the buildings, structures now standing or that may be hereafter created and compounds, yards, areas, ways, passages, sewers, drains, trees, plants, wells, water, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said lands, hereditaments and premises or any part thereof and the fixed plant, machinery and fixtures annexed thereto belonging to or in anywise appertaining or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant thereto and all the right, title, interest, claim and demand whatsoever of the Mortgagor in the said properties, which all the properties / premises of the Mortgagor hereby mortgaged are hereinafter for brevity's sake are referred as 'The Mortgaged Properties/Premises', and are more particularly and fully described in the Schedule hereunder written.

- 3) The Mortgagor (Borrower) hereby further covenants with the Mortgagee Bank
 - a) Repayment: In further pursuance of the above agreement and in consideration of the Mortgagee Bank having agreed to grant / granted to the Mortgagor for meeting part of preliminary expenses pertaining to the said Project "Nandan Carnival" of the Mortgagor recited hereinabove, the Bridge Loan of Rs. 10.00 cores (Rs. Ten crores only) through the loan account of the Mortgagor with Mid Corporate Branch, Pune of the Mortgagee Bank in one or more installments according to the needs of the Mortgagor and as the Mortgagee Bank deems fit, the Mortgagor hereby covenants to repay to the Mortgagee Bank at its Mid Corporate Branch, Pune or wherever demanded the said sum of Rs. 10.00 crores or such sum as may be actually advanced to the Mortgagor, out of disbursement to be made of the Regular Term Loan (to be sanctioned) or within six months from the date of disbursement of the said Bridge Loan, whichever is earlier, together with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, or on redemption, costs, charges, expenses and other monies payable under the Agreement/letter of sanction dated 22.05.2012 and/or provided herein.
 - b) Interest: The Mortgagor further covenants with the Mortgagee Bank to pay the interest on the said sum of Rs. 10.00 crores (Rupees Ten croes only) or such sum as may be actually advanced and/or due @ 3% over the Base Rate i.e. 13.50% p.a. at present with Monthly rests, till the entire amounts due under the said Bridge Loan and interest, costs, charges and expenses thereon is repaid by the Mortgagor to the Mortgagee Bank.

Unless otherwise permitted by the Mortgagee Bank such interest to be paid on last day of each month of each year, whether debited or not, till the entire amounts becoming due under the said Bridge Loan and interest and other costs, charges and expenses thereon is repaid by the Mortgagor.

- c) The Mortgagee Bank shall be entitled to <u>change the rate of interest</u> or the periodicity of debiting interest as may be directed by the Reserve Bank of India or change in Base Rate or as per its policy or otherwise, and the Mortgagor shall be deemed to have consented to such change in the rate or periodicity of debiting interest to the accounts in respect of said Bridge Loan.
- d) The Mortgagor further covenants with the Mortgagee Bank that on default by the Mortgagor (Borrower) to pay any installment of interest on its due date the Mortgagee Bank shall be entitled to <u>capitalize</u> such amount of defaulted Interest and charge interest thereon at the same rate as mentioned above as if such amount was advanced as fresh facility secured by these presents.





The Mortgagor further covenants with the Mortgagee Bank that on default of payment of any one installment of principal or interest payable to the Mortgagee Bank on the respective due dates as provided herein, and/or breach of any of the terms and conditions stipulated in the aforesaid letter of sanction in respect of the said Bridge Loan, the Mortgagee Bank shall be entitled to charge additional/penal interest by way of liquidated damages at the rate not exceeding 2% p.a. on the defaulted amount from the date of default till repayment thereof and/or till breach continues.

The aforesaid provisions contained in clauses (d) & (e) above shall not in any way be deemed to authorize the Mortgagor to avoid to pay any of the installments of principal or interest or allow any interest to fall in arrears or to commit breaches unless specifically permitted to do so by the Mortgagee Bank nor shall it in anywise interfere with, prejudice, limit or affect any of the powers or remedies available to the Mortgagee Bank for recovery of principal amount and interest contained herein or in any other documents separately executed by the Mortgagor in favour of the Mortgagee Bank or those available to the Mortgagee Bank under the provisions of any law for the time being in force.

The Mortgagor (Borrower) shall always maintain in favour of the Mortgagee Bank margin of 36.50% as stipulated in the letter of sanction of the Mortgagee Bank in respect of the said Bridge Loan, over the market value of the Security stipulated/hereby created. This margin shall be maintained in relation to the outstanding under the said Bridge Loan of Rs. 10.00 crores hereby secured.

The Mortgagor covenants that the said Bridge Loan will be utilised for the purpose for which it is sanctioned by the Mortgagee Bank as stipulated in the letter of sanction in respect thereof and for no other purpose and all the terms and conditions of letter of sanction of the Mortgagee

Bank will be duly observed.

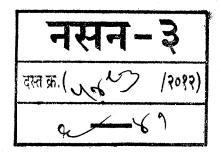
The Mortgagor agrees to accept the statement to be furnished by the Mortgagee Bank as to the quantum of interest debited/to be debited at the end of each month as final and conclusive without claiming any further proof as to the calculation of the amount of interest or otherwise.

- The disbursement of the Bridge Loan agreed to be lent and advanced to the Mortgagor & shall be made by the Mortgagee Bank by making direct payments to Suppliers, Vendors, Consultants, Technicians, Builders, Architects, Engineers against their Invoices or Bills raised by them in connection with the costs/prices of various equipments, spares, tools, materials, goods, items purchased or to be purchased And service or labour charges and all other expenses paid or to be paid in connection with and relating to the purposes for which those are sanctioned AND the Mortgagee Bank being satisfied that all the equipments, spares, tools, materials, goods, items have been installed, erected or received and required works/jobs have been done and services have been availed by the Mortgagor. HOWEVER in genuine circumstances when the Mortgagee Bank is satisfied that the disbursement of the amounts under the said Bridge Loan may be made to the Mortgagor (i.e. On the basis of reimbursement) the Mortgagor shall produce and submit to the Mortgagee Bank Original receipt(s) and / or INVOICE or BILLS for having purchased the equipments, spares, tools, materials, goods, items etc. and availed of services for record of the Mortgagee Bank. The disbursements of the said Bridge Loan shall be made in phases depending upon the progress of the said Project and the Mortgagor expressly agrees and undertakes that it will obtain or avail of the disbursements only for actual expenses which will be incurred exclusively for the purposes set forth in its proposal and for no other purposes and no change shall be made therein without the written sanction of the Mortgagee Bank. It is further agreed that such reimbursement may be permitted by the Mortgagee Bank to the extent and/or subject to the terms and conditions stipulated in that behalf in the letter of sanction of the Mortgagee Bank.
- The Mortgagor hereby further declares, represents and covenants as follows:
 - That the Mortgaged Properties/Premises hereinbefore expressed to be granted, conveyed, assigned, assured, transferred and mortgaged are the sole and absolute properties of the Mortgagor as recited herein above and are free from any mortgage, charge or encumbrances and are not subject to any lien, lis pendens, attachment or other process issued by any Court or other Authority;

That notwithstanding anything by the Mortgagor done or executed or knowingly suffered to the contrary, the Mortgagor now has the power to grant, convey, assign, assure, transfer and Mortgage unto the Mortgagee Bank the Mortgaged Properties/Premises;

That it shall be lawful for the Mortgagee Bank upon entering into or taking possession under the provisions herein contained, of all or any of the properties of the Mortgagor recited





hereinbefore thenceforth to hold and enjoy the same and to receive the rents and profits thereof, without any interruption or disturbance by the Mortgagor or any other person or persons claiming by, through, under or in trust for the Mortgagor and that freed and discharged from or otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever:

- iv) That the Mortgagor shall execute all such deeds, documents and assurances and do all such acts and things as the said Mortgagee Bank may reasonably require for exercising the rights under these presents and/or for effectuating and completing the security 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, assurances, acts and things as the Mortgagee Bank may require for facilitating realization of the Mortgaged Properties/Premises and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagee Bank or any Receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the properties of the Mortgagor recited hereinbefore whether to the Mortgagee Bank or to its nominees and shall give all notices, orders and directions which the Mortgagee Bank may think expedient and shall form 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.
- 6) Negative Covenants: The Mortgagor hereby covenants with the Mortgagee Bank that during the continuance of the said Bridge Loan by the Mortgagee Bank, without the prior written approval of the Mortgagee Bank, the Mortgagor shall not:

[i] pull down or remove any building or structure (except any temporary structure) on the Lands and Premises for the time being forming part of the Mortgaged Properties/Premises or the Fixed Plant or Machinery or any Fixtures or Fittings annexed to the same or any of them 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 Mortgagor and the Mortgagor 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;

[ii] sell or dispose off the Mortgaged Properties/Premises or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever.

7) Events of Default:

[i] If any one or more of the events specified as an Event of Default or construed as such under the terms of sanction and/or under the provisions contained in the documents separately executed by the Mortgagor and/or default in payment of principal, interest, commission, costs, charges and expenses as contained herein and/or breach/es of terms of conditions of letter of sanction and/or:

If the Mortgagor commits default in repayment of the said Bridge Loan as per the repayment programme in respect thereof & terms and conditions as stipulated in the letter of sanction dated 22.05.2012 of the Mortgagee Bank.

If there is any reasonable apprehension that the Mortgagor is unable to pay the debts or proceedings for liquidation of the Mortgagor have commenced or

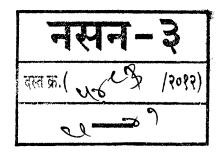
If the properties and assets hereby mortgaged are not insured and kept insured by the Mortgagor to the satisfaction of the Mortgagee Bank or if the security becomes insufficient within the meaning of section 69 of the Transfer of Property Act 1882.

If the lands and buildings hereby mortgaged or any part thereof are acquired by Government or any public body entitled to do so for a public purpose or

If execution or distress is levied against the whole or any part of the mortgaged premises or

If a Receiver is appointed of the Mortgaged Properties/Premises or any part thereof at the instance of any other persons.





If the Mortgagor shall enter into any arrangement or composition with its creditors or commit any act or default which shall render it liable for any legal action.

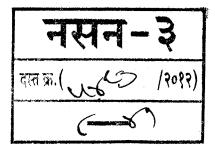
If any circumstances shall occur which shall prejudice or impair or imperil or depreciate the security of the Mortgage

If any circumstances or event shall occur which would or is in the opinion of the Mortgagee Bank likely to prejudicially or adversely affect in any manner the capacity of the Mortgagor to repay the said Bridge Loan to the Mortgagee Bank.

If all or any one or more of the aforesaid events (hereinafter jointly and severally referred to as "EVENTS OF DEFAULT") happen/s, the Mortgagee Bank may by a Notice to in writing to the Mortgagors declare the principal and all accrued interest on the said Bridge Loan to be due and payable forthwith and the security created hereunder shall become enforceable

- [ii] If 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 Mortgagors shall forthwith give notice thereof to the Mortgagee Bank in writing, specifying the nature of such Event of Default, or of such event.
- [iii] All expenses incurred by the Mortgagee Bank after an Event of Default has occurred in connection with :
- (a) preservation of Mortgaged Properties/Premises (whether then or thereafter existing);
- (b) collection of amounts due from the Mortgagor under the said Bridge Loan shall be payable by the Mortgagor
- 8) If "EVENTS OF DEFAULT" happen/s the Mortgagee Bank may by a notice in writing to the Mortgagor declare the principal and all accrued interest on the said Bridge Loan to be due and payable forthwith and the security created hereunder shall become enforceable and the Mortgagee Bank shall have the following rights, relating to or in respect of the Properties of the Mortgagor recited hereinabove and hereby secured namely:
 - (a) to enter into and upon and take possession of the Properties of the Mortgagor recited hereinabove and hereby secured and any Future assets thereto that be comprised in these presents and thenceforth quietly to possess, use and enjoy the same and receive income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any person or persons whosoever and to appropriate the same or the surplus thereof over the outgoings (if any) in reduction of the amount due from time to time to the Mortgagee Bank on account of principal, all interest, other charges and other moneys payable under the said Bridge Loan and to be freed and discharged from or otherwise by the Mortgagor and well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands, charges and encumbrances whatsoever;
 - (b) to personally, or by agents or attorneys, immediately take possession of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof, from the Mortgagor or any other person who then has possession of the whole or any part thereof with or without notice or process of law and, for that purpose, to enter upon the Mortgagor's premises where any of the Properties of the Mortgagor recited hereinabove and hereby secured are located, and use any and all the services, supplies, aids and other facilities of the Mortgagor in connection with such possession;
 - (c) to instruct any person, party of the Agreements to make any payment required by the terms of such agreement or instrument directly to the Mortgagee Bank;
 - (d) to sell, assign or otherwise liquidate, or direct the Mortgagor to sell, assign or otherwise liquidate, any or all of the Properties of the Mortgagor recited hereinabove and hereby secured and take possession of the proceeds of any such sale or liquidation;
 - (e) take possession of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof, by directing the Mortgagor in writing to deliver the same to the Mortgagee Bank at any place or places designated by the Mortgagee Bank, in which event the Mortgagor shall, at its own expenses:
 - (i) forthwith cause the same to be removed and delivered to the place or places so designated by the Mortgagee Bank;





(ii) keep any of Properties of the Mortgagor recited hereinabove and hereby secured so delivered to the Mortgagee Bank (to the extent not physically delivered to the Mortgagee Bank) at such place or places pending further action by the Mortgagee Bank as provided in these presents; and

(iii) while such Properties of the Mortgagor recited hereinabove and hereby secured shall be so kept, provide such guards and maintenance services as shall be necessary to protect the same; it being understood that the Mortgagor's obligation to move, keep or otherwise deliver the Properties of the Mortgagor recited hereinabove and hereby secured is the essence of these presents and that the Mortgagee Bank shall be entitled to request and be eligible to obtain a decree requiring specific performance by the Mortgagor.

(iv) to retain all cash proceeds received or receivable by the Mortgagee Bank in respect of the Properties of the Mortgagor recited hereinabove and hereby secured and use such funds, in whole or in part, towards repayment of the Mortgagor's obligations to the Mortgagee Bank in respect of the said Bridge Loan and all amounts in respect thereof.

(v) to sell, assign or otherwise dispose off any of the Properties of the Mortgagor recited hereinabove and hereby secured repossessed by the Mortgagee Bank under one or more contracts, in such manner, at such time, at such place or places and on such terms as the Mortgagee Bank may, in compliance with any requirements of law, determine in their absolute discretion;

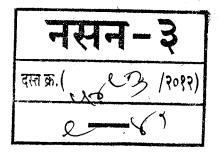
(vi) to transfer the Properties of the Mortgagor recited hereinabove and hereby secured by way of lease, leave and licence or sale or assignment;

(vii) to take all actions and to do all deeds as the Mortgagee Bank is entitled to do to the exclusion of the Mortgagor.

For the consideration aforesaid and in the premises, the Mortgagor doth hereby irrevocably grant full and free right and liberty as and by way of easement to pass, repass and have unfettered access at all times, to the Mortgagee Bank and its successor-in-title over such of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof in common with all persons entitled to like right at all times thereafter.

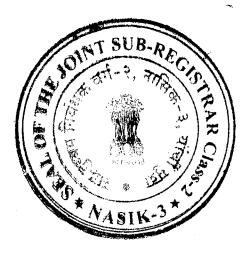
- 9) Any structures, fixtures and fittings, articles and things and other movables which shall from time to time during the continuance of this security be erected or be in or upon or about the Mortgaged Properties/Premises or on the properties which may be comprised in the security of the Mortgagee Bank or fixed or attached to any of the fixtures and fittings now standing or hereafter be brought into the Mortgaged Properties/Premises and/or any part thereof respectively, whether in substitution or replacement of or in addition to any fixtures and fittings now standing or being fixed or attached or used or otherwise, shall be included in the security created by these presents and become and be part of the Mortgaged Properties/Premises.
- 10) PROVIDED THAT if the Mortgagor shall duly pay to the Mortgagee Bank the said principal amounts, all interest, costs, charges, expenses and all other moneys, hereby secured in the manner provided in the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank and all other moneys (if any) by these presents or by law payable by the Mortgagor to the Mortgagee Bank (all of which are herein for brevity's sake collectively referred to as "THE MORTGAGE DEBT") then and in such case the Mortgagee Bank shall at any time thereafter, upon the request and costs of the Mortgagor, re-grant, re-convey, re-assure, re-transfer and release unto the Mortgagor all and singular the Properties of the Mortgagor recited hereinabove and hereby secured expressed to be hereby granted, conveyed, assured, transferred or charged or any other assets which may be comprised in these presents unto the Mortgagor or as the Mortgagor shall direct.
- 11) PROVIDED ALSO AND IT IS HEREBY AGREED AND DECLARED THAT if the Mortgagor shall fail to pay to the Mortgagee Bank the Mortgage Debt or any part thereof in the manner provided herein or in the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank, then and in that event the Properties of the Mortgagor recited hereinabove and hereby secured & hereby assured, transferred and charged or expressed to be, shall not be redeemed or be redeemable by the Mortgagor or any other person or persons

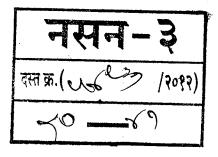




interested in the equity of redemption thereof at any time thereafter and the Mortgagee Bank shall be entitled to refuse to accept payment of the Mortgage Debt unless the Mortgagor or such persons or person shall have given to the Mortgagee Bank previous notice in writing, making an appointment to pay off the Mortgage Debt on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice, the Mortgagor or such person or persons shall pay to the Mortgagee Bank in addition to the Mortgage Debt, further interest on the Mortgage Debt at the rate stipulated for the defaults calculated from the date of default as aforesaid until payment and every failure on the part of the Mortgagor or such person or persons to pay off the Mortgage Debt strictly in accordance with such notice as aforesaid and on the day thereby appointed, shall entitle the Mortgagee Bank to a fresh notice of the same part of the default thereof and to three months' further interest till payment as aforesaid.

- 12) THE MORTGAGOR DOTH HEREBY DECLARE, ASSURE, CONFIRM AND UNDERTAKE TO THE MORTGAGEE BANK AS FOLLOWS:
 - (a) The Mortgaged Properties are the absolute properties of the Mortgagor as recited hereinabove, free from any mortgage, charge or encumbrance and are not subject to any lis pendens, attachment or other process issued by any Court or Authority;
 - (b) The Mortgagor and its Directors have the powers to grant, convey, assure, assign and transfer the Properties of the Mortgagor recited hereinabove and hereby secured in the manner hereinbefore expressed.
- 13) THE MORTGAGOR HEREBY COVENANTS WITH THE BANK AS UNDER:
 - (a) If default shall be made in the payment by the Mortgagor of all or any part of the said Principal sum and/or interest, or any other moneys under the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank, and/or these presents or in the performance or observance of any of the covenants, conditions and provisions in the said Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank, and/or in these presents contained, on the part of the Mortgagor to be performed or observed, then and in any such case, it shall be lawful for the Mortgagee Bank to enter into and upon and take possession of the Properties of the Mortgagor recited hereinabove and hereby secured and any future assets thereof that be comprised in these presents and henceforth quietly to possess, use and enjoy the same and receive the income, profits and benefits thereof, without interruption or hindrance by the Mortgagor or by any person or persons whomsoever and to appropriate the same or the surplus thereof over the outgoings (if any) in reduction of the amount due from time to time to the Mortgagee Bank on account of principal, all interest and all other moneys payable by the Mortgagor to the Mortgagee Bank under the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Mortgagee Bank and/or hereunder, and that to be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands, charges and encumbrances whatsoever;
 - (b) The Mortgagor and all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Mortgaged Properties/Premises or any of them or any part thereof respectively, shall and will from time to time and at all times at the cost of the Mortgagors until sale and thereafter of the person or persons requiring the same execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties/Premises unto and to the use of the Mortgagee Bank as shall be reasonably required; the moneys received in or towards substantially rebuilding, reinstating and repairing the Mortgaged Properties/Premises or any part thereof or in or towards the payment of the principal, interest and all other moneys for the time remaining due under the security of these presents;
 - (c) The Mortgagor will at all times during the continuance of these presents and the security hereby created, pay all rents, rates, cesses, taxes, revenues and assessments, present as well as future and all dues, duties and outgoings whatsoever payable in respect of the Mortgaged Properties/Premises and any future assets that may be comprised in these presents immediately upon the same having become due and will keep the same and every part thereof in a good and substantial state of repair and working order and also keep the same insured in and upto the replacement value thereof as approved by the Mortgagee Bank (including Surveyor's and

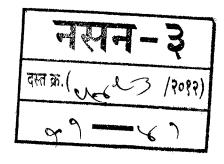




Architect's fees) the Mortgaged Properties/Premises charged/to be charged to the Mortgagee Bank and such of its other properties as are of insurable nature, in the joint names of the Mortgagor and the Mortgagee Bank and any other person having an insurable interest in the Mortgaged Properties/Premises and acceptable to the Mortgagee Bank, against loss or damage by fire, theft, cyclone, tempest, flood, typhoon, hurricane, lightening, explosion, earthquake and storm or other civil commotion or revolution, flood, marine risk, erection risk, war risks and such other risks as may be specified by the Mortgagee Bank from time to time, in a manner and on the basis satisfactory to the Mortgagee Bank and shall duly pay all premia and other sums payable for that purpose with insurance companies approved by the Mortgagee Bank, for the value determined by the Mortgagee Bank and the value so determined as aforesaid to be apportioned between the Mortgaged Properties/Premises and any further assets that may be comprised in these presents, in such manner as the Mortgagee Bank may prescribe or approve of and the Mortgagors shall duly pay all premia and other sums payable for that purpose and/or for renewal of such insurance AND shall deliver to and leave with the Mortgagee Bank all policies of such insurance and all receipts of premia therefore, AND all the moneys to be received under such policies shall be upon trust for better securing to the Mortgagee Bank the payment of all moneys hereby secured and subject thereto in trust for the Mortgagors; in case the Mortgagors shall neglect to keep all and singular the Mortgaged Properties/Premises or any part thereof in good and substantial repair and working order, or to pay the rents, rates, cesses, taxes, revenues, assessments, outgoings, dues and duties as aforesaid or to insure the same as aforesaid or to effect and keep up such insurance as aforesaid or pay the renewal premia therefor in the manner aforesaid, it shall lawful but not obligatory on the part of the Mortgagee Bank to repair and keep in good and substantial repair and condition and working order the Mortgaged Properties/Premises or any part thereof and pay any such rents, rates, cesses, taxes, revenues, assessments, outgoings, dues and duties and insure and keep insured all and singular the Mortgaged Properties/Premises on the basis of their replacement cost or such other basis satisfactory to the Bank and for such time as the Bank shall think proper and to pay renewal premia therefor or such repair, the payment of such rents, rates, cesses, taxes, revenues, assessments, and making and continuing of such insurance by the Bank as aforesaid and the payment as renewal premia therefor shall also be secured by these presents and further all sums of moneys received under or by virtue of any such insurance aforesaid shall, at the option of the Bank, either be forthwith applied to the extent of the moneys received in or towards substantially rebuilding, reinstating and repairing the Mortgaged Properties/Premises or any part thereof or in or towards payment of the said principal, interest and all other moneys for the time being remaining due under the security of these presents;

- (d) The Mortgagor will at own costs, satisfy the Bank that the Mortgagor's title to the said properties is clear and marketable and free from encumbrances and reasonable doubts and will, from time to time, inform the Bank of the steps taken by the Mortgagor in that behalf;
- (e) Nothing herein contained shall be deemed to affect or prejudice the rights and the powers of the Bank under these presents including the right to call for the whole of the Mortgage Debt in default of payment of the said principal, any amount of interest or other moneys or any breach by the Mortgagor of the terms of sanction of the said Bridge Loan and/or contained herein;
- (f) The Mortgagor shall permit the Bank and its servants and agents, either alone or with workmen and others, from time to time and at all reasonable times, to enter into and upon the Mortgaged Properties/Premises and any future assets that may be comprised in these presents and to inspect the same and if on such inspection it appears to the Bank that the Mortgaged Properties/Premises or any future assets that may be comprised in these presents require any replacements, the Bank shall give notice thereof to the Mortgagor calling upon the Mortgagor to repair or replace the same and upon the failure of the Mortgagor to take steps to do so within one month of the date of the notice, it shall be lawful but not obligatory on the part of the Bank to repair or replace the same or any part thereof at the expenses in all respects of the Mortgagor and such expenses together with interest thereon at the applicable rate for the facilities, shall be payable by the Mortgagor on demand and shall until repayment of the same, shall be secured by these presents and carry interest at the rate stipulated for the said Bridge Loan.
- (g) The Mortgagor shall permit the Bank and its Authorised Representatives to inspect all records, registers and accounts of the Mortgagor. Any such representative of the Bank shall have free access at all reasonable times to any part of the Mortgagor's properties and to its records, registers and accounts and to all plans and specifications relating to the Mortgaged Properties/Premises and chall society full co-operation and assistance from the employees of the Mortgagors. The cost of

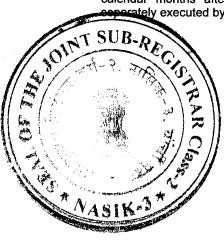


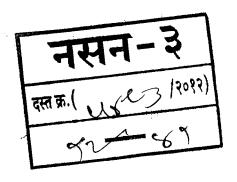


inspection, including travelling and all other expenses, shall be payable by the Mortgagor to the Bank in this behalf, together with interest thereon at the applicable rate to the said Bridge Loan

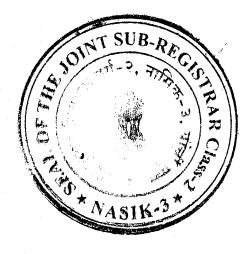
- (h) The Mortgagor shall not, without the written consent of the Bank, remove any equipment or any other assets forming part of the Mortgaged Properties/Premises or any part thereof hereby assigned and secured by these presents and in case of such removal, shall replace the same by equipment or other assets of equivalent nature or value provided that in the event of the Bank agreeing that any such part of the equipment or other assets be so removed as aforesaid is redundant or has become worn out or obsolete and need not be replaced, the same may be sold and the sale proceeds utilized towards satisfaction or repayment of the Mortgage Debt or for acquiring fresh Fixed assets
- (i) The Bank shall have the right to appoint, whenever they consider necessary, any person, firm, company or association of persons, engaged in technical, management and/or any other consultancy business to inspect and examine the working of the Mortgagor and to report to the Bank. The Mortgagor shall give full co-operation and provide the necessary assistance to the Consultants so appointed in carrying out such examination. The costs, charges and expenses of the examination by the consultants including their professional fees and travelling and other expenses shall be payable by the Mortgagor, together with interest thereon at the same rate as applicable to said Bridge Loan with monthly rests from the date of payment and until such reimbursements, the same shall stand secured hereunder.
- 14) PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything contained herein and without prejudice to all other rights of the Bank according to law or under the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Bank or under these presents:
 - (a) it shall be lawful for the Bank at any time without any further consent of the Mortgagors to sell or concur with any other person in selling/further assigning the Properties of the Mortgagor recited hereinabove and hereby secured and any future assets that may be comprised in these presents or any part thereof either by public auction or private contract with liberty also to make such conditions and stipulations respecting title or evidence of title or other matter as the Bank may deem proper with power to buy the Properties of the Mortgagor recited hereinabove and hereby secured and any future assets or any part thereof that may be comprised in these presents at any sale by auction/assignment or rescind or vary any contract for sale/assignment and to resell/reassign the Properties of the Mortgagor recited hereinabove and hereby secured or any future assets that may be comprised in these presents or any part thereof, without being answerable or accountable for any loss or remuneration occasioned thereby and to make any such sale/assignment as aforesaid freed and discharged or provided out of the purchase money or by payment in Court or otherwise and with power also for the purpose aforesaid to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper and the aforesaid power shall be deemed to be power to sell and concur in selling also the Mortgaged Properties/Premises Assets or any future assets that may be comprised in these presents under the SARFAESI Act and/or without the intervention of the Court and/or within the meaning of Section 69 of the Transfer of Property Act, 1882
 - (b) The power of sale/assignment hereinbefore contained a shall not be exercised by the Bank unless and until :-
 - [i] an event of default shall have occurred and/or default shall have been made by the Mortgagor in payment of any monies in respect of the said Bridge Loan or any part thereof on the days appointed for the payment thereof under the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Bank, and for 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 and/or expiry of stipulated period under Section 13 (2) of the SARFAESI Act requiring the payment of any instalment of the Bridge Loan or such part thereof as may for the time being be due and remain unpaid and shall have been served on the Mortgagor; or

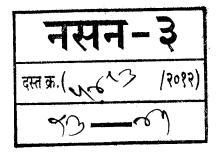
[ii] interest amounting at least to Rs. 500/- shall be in arrears and remaining unpaid for three calendar months after becoming due under the Agreements, documents and undertakings separately executed by the Mortgagors in favour of the Bank, or these presents;





- (c) No purchaser upon any sale/assignment 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 the last preceding 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 shall have been made or otherwise as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall, as far 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 Mortgagors 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 shall be in damages only;
- (d) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882 and the SARFAESI Act, shall apply to this security as if the same were incorporated herein;
- (e) Upon any such sale/assignment as aforesaid, the receipt of the Bank for the purchase money shall effectually discharge the Purchaser or Purchasers there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof;
- (f) The provision of Section 67A of the Transfer of Property Act, 1882 shall not apply to these presents;
- (g) It shall be lawful for the Mortgagor to remain in possession of and use the Properties of the Mortgagor recited hereinabove (though hereby granted/transferred) and hereby secured and any future assets that may be comprised in these presents only until the Mortgagee Bank shall take possession thereof under these presents;
- (h) The Mortgagor while in lawful possession of the Mortgaged Properties/Premises and any future assets that may be comprised in these presents, have no power to make leases thereof save and except with the consent in writing of the Bank first obtained on such terms and conditions as the Bank in its absolute discretion may think fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply to these presents.
- 15) 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 Bank, at any time after the security hereby constituted becomes enforceable and whether or not the Bank shall then have entered into or taken possession of the Properties of the Mortgagor recited hereinabove and hereby secured and in addition to the power hereinbefore conferred upon the Bank after such entry into or taking possession may, in writing, appoint Director of the Bank or any other Officer(s) of the Bank or any other person as the Bank deem fit as Receiver(s) of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Bank shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Bank. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Bank after entering into or taking possession by the Bank of Properties of the Mortgagor recited hereinabove and hereby secured shall apply to a Receiver appointed before entering into or taking possession by the Bank and in particular such Receiver shall be deemed to be the agent of the Mortgagor 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
 - (a) such appointment may be made either before or after the Bank shall have entered into or taken possession of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof that are comprised in these presents;
 - (b) Such Receiver may from time to time be vested with such of the rights, powers, authorities and discretions exercisable by the Bank hereunder or under law as the Bank may think expedient;
 - (c) Unless otherwise directed by the Bank such Receiver may exercise all the rights, powers, directions and authorities herein or by law vested in the Bank;





- (d) Such Receiver shall, in the exercise of his rights, powers, discretions and authorities conform to the regulations and discretions from time to time made and given by the Bank;
- (e) the Bank may from time to time fix the remuneration of such Receiver and direct payment thereof out of the Properties of the Mortgagor recited hereinabove and hereby secured comprised in these presents but the Mortgagor alone shall be liable for the payment of such remuneration;
- (f) the Bank may from time to time and at any time require any such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be so given but the Bank shall not be bound in any case to require any such security;
- (g) unless otherwise directed by the Bank all monies from time to time received by such Receiver shall be paid over to the Bank to be held by the Bank;
- (h) the Bank may pay over to the Receiver any monies constituting part of the Properties of the Mortgagor recited hereinabove and hereby secured to the intent that the same may be applied for the purposes hereof by such Receiver and the Bank may, from time to time, 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
- (i) Subject as provided herein the Receiver may for the purpose of exercising the powers in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the purposes raise and borrow monies on the security of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof, 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 Bank but the Bank shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent, whether absolutely or subject to any limitation or conditions;
- (j) Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and omissions resulting in losses and be liable on any contract or engagement made or entered into by him and for his remuneration and the Bank shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver;
- (k) Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on the Bank or Receiver shall, so far as applicable, apply to such Receiver.

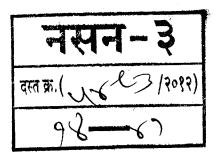
The Bank shall not be answerable or accountable for any involuntary losses which may happen in or about the exercise or execution of any of the rights, powers, authorities, discretions and trusts which may be vested in the Bank by virtue of these presents or by any provisions of law.

16) IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO that no delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default by the Mortgagor in repayment of the said Bridge Loan and/or interest, costs, charges and expenses thereon under these presents or any other Agreements or document shall impair any such right, power or remedy or shall be construed to be waiver thereof or any acquiescence in such default, nor shall the inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.

The Mortgagor doth hereby expressly agree with the Bank that neither the Bank nor any Receiver appointed as aforesaid by reason of the Bank or such Receiver entering into or taking possession of the Properties of the Mortgagor recited hereinabove and hereby secured or any part thereof shall be liable to the Mortgagor to account as the Bank in possession for any amount or thing except for the actual receipts or be liable for any loss or for any default or omission for which the Bank as the Bank in possession might be liable.

(7) Over and above any other provisions herein contained and without prejudice thereto in the event of the Mortgagor making any default in the repayment of the Mortgage Debt or any part thereof

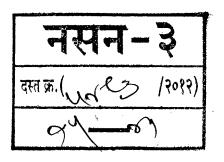




hereby secured or in the event of the Mortgagor failing to comply with any of the terms and provisions of these presents or the Agreements, documents and undertakings separately executed by the Mortgagor in favour of the Bank, the Bank shall, subject to the laws for the time being in force, after giving at least fifteen days' previous notice in writing in that behalf to the Mortgagor and/or the Mortgagor has the right to take over or transfer by way of lease, sublease or sale or assignment or otherwise Properties of the Mortgagor recited hereinabove and secured hereunder and the Mortgagor shall in such event forthwith on demand by the Bank hand over and transfer the charge and management of the whole of the Properties of the Mortgagor recited hereinabove and hereby secured. Upon exercise by the Bank of any of the powers of sale and realization under the foregoing provisions, all rights in or to the Properties of the Mortgagor recited hereinabove and hereby secured and transferred by the Bank in exercise of powers herein contained shall vest in the Transferee as if the sale had been made by the Mortgagor itself. Further, if and when the Bank shall take over the Properties of the Mortgagor recited hereinabove and hereby secured under the foregoing provisions, the Bank shall be deemed to be the owner of the said properties, assets, undertaking and concern of the Mortgagor in respect thereof for the purpose of all suits by or against the Mortgagor and shall sue and be sued in the case of the Mortgagor, provided that if any property comprised in the Properties of the Mortgagor recited hereinabove and hereby secured & shall be transferred or realised by the Bank as aforesaid all costs, charges and expenses, incurred by the Bank incidental to such transfer and realization shall be held by the Bank in trust to be applied first in payment of all costs, charges and expenses of transfer and realization of any such property and secondly in the discharge of the Mortgage Debt by the Mortgagor to the Bank and the residue of such moneys shall be paid over to the Mortgagor or the persons entitled thereto.

- 18) The Mortgagor shall pay all costs, charges and expenses including as between attorneys and client (including charges of the Legal Advisor of the said Banks) anywise incurred or paid by the Bank of and incidental to or in connection with these presents or this security and incurred well for the assertion or defense of the rights of the Bank as for the protection and security of the Mortgaged Properties/Premises and any future assets that may be comprised in these presents and for the demand, realization and recovery of the loss and all interest and other charges payable by the Mortgagor the Bank and the same shall on demand be repaid by the Mortgagor to the Bank with interest thereon at the applicable rate to the said Bridge Loan from time to time of the same having been so incurred and until such repayment the same shall be secured by these presents.
- 19) For all or any of the aforesaid purposes, the Mortgagor hereby irrevocably appoints the Bank as well as the Receiver to be appointed under these presents to be its attorneys or attorney on behalf of the Mortgagor to execute and do all acts, deeds and things which the Mortgagor ought to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of all or any of the powers by these presents conferred on the Bank or any Receiver appointed by it.
- 20) Any notice or request required to be served or given on the Mortgagor shall for the purposes of these presents be sufficiently served at the Registered Office of the Mortgagor or if left or affixed to any part of the Land and Buildings hereby mortgaged and such notice shall also be deemed to be properly and duly served if it is sent by post in a Registered letter addressed to the Mortgagor at its Registered Office/residence and such service shall be deemed to have been made at the time at which such Registered Letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal or otherwise howsoever.
- 21) The Mortgagor hereby declares and agrees that the Mortgaged Properties/Premises shall stand as a continuing security for all amounts due from the Mortgagor under the said Bridge Loan secured by this Deed along with the interest and other charges and also under any renewed / restructured / rephased account/s in respect thereof in the name of the Mortgagor.
- 22) The Mortgagor shall pay all the costs, charges and expenses in anywise incurred or paid by the Mortgagee Bank of and incidental to or in connection with these presents or this security and to be incurred for the assertion or defence of the rights of the Mortgagee Bank as well as for the protection and security of the mortgaged premises and for the demand realisation and recovery of the said principal sums, interest and other moneys payable to the Mortgagee Bank.
- 23) Notwithstanding anything to the contrary contained or emanating under these presents, and subject to the specific condition of Deposit of Sale proceeds for liquidating the dues under the said Bridge Loan account, the Mortgagor shall be deemed to have been given the permission of the Mortgagee for sale the tenements in the proposed buildings of the said Project "Nandan Carnival" and subject





to the specific condition of Deposit of Sale proceeds for liquidating the dues under the said Bridge Loan account the Mortgagor shall be deemed to have been given the permission by the Mortgagee to allow the intending purchasers of tenements in the Project "Nandan Carnival" to avail loans from the Banks/ Financial Institutions against the security of First Charge on such tenements. In such case the Mortgage charge hereby created on such tenements shall be deemed to be released proportionately only to the extent of Sale proceeds in respect thereof deposited in the said Bridge Loan account.

24) By this Deed the Mortgagor has created security of Mortgage without Possession over the Properties of the Mortgagor described in the Parts I & II of the Schedule hereunder written for securing the said Bridge Loan of Rs. 10.00 crores, sanctioned to the Mortgagor as aforesaid. This Deed for the said Security shall attract stamp duty of Rs. 5.00 lacs @0.5% as stipulated under Article 40(b) of the Schedule I to the Bombay Stamp Act, 1958. This Deed is therefore stamped with Rs. 5,00,000/-

IN WITNESS WHEREOF IN WITNESS WHEREOF the Mortgagor has executed these presents by the hands of Mr. Shamkant Keshav Kotkar, the Director duly authorized under the Resolution dated ______ 2012 passed in the meeting of Board of Directors of the Mortgagor / causing its Common Seal to be affixed hereunder in his presence, on the date first herein above written.

THE SCHEDULE ABOVE REFERRED TO (Description of the Mortgaged Properties/Premises)

Part I: Immovable Properties of the Mortgagor

1) All that piece and parcel of the land admeasuring **0 Hector 8 Ares = 800 Sq. Mtrs.** out of the land / property bearing **Gat No.39** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East - By Gat No.38, Adgaon, Nashik.

West - By Gat No.40, Adgaon, Nashik.

South - By Gat No.41, Adgaon, Nashik.

North - By Mumbai - Agra Haighway.

together with right of easement and appurtenances thereto.

2) All that piece and parcel of the land admeasuring **0 Hector 9 Ares = 900 Sq. Mtrs.** out of the land / property bearing **Gat No.40** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

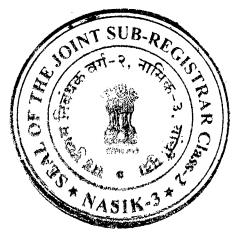
East - By Gat No.39, Adgaon, Nashik.

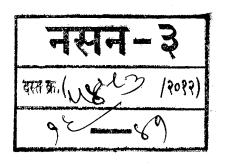
West - By Gat No.41, Adgaon, Nashik.

South - By Gat No.41, Adgaon, Nashik.

North - By Mumbai - Agra Haighway.

together with right of easement and appurtenances thereto.





3) All that piece and parcel of the land admeasuring **0 Hector 67.8896 Ares = 6788.96 Sq. Mtrs.** out of the land / property bearing **Gat No.41** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East -

By Remaining part of Gat No.40, Adgaon, Nashik.

West

By Gat No.770, Adgaon, Nashik.

South

By Gat No.42, Adgaon, Nashik.

North

By Mumbai - Agra Haighway and Gat No.39 & 40, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

4) All that piece and parcel of the land admeasuring **0 Hector 40 Ares = 4000 Sq. Mtrs.** out of the land / property bearing **Gat No.42** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By 18 Meter D.P. Road and Gat No.36, Adgaon, Nashik.

West

By Remaining part of Gat No.42, Adgaon, Nashik.

South

By Gat No.43, Adgaon, Nashik.

North

By Gat No.41, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

5) All that piece and parcel of the land admeasuring **0 Hector 64.9228 Ares = 6492.28 Sq. Mtrs.** out of the land / property bearing **Gat No.43** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By 18 Meter D.P. Road and Gat No.36, Adgaon, Nashik.

West

By Remaining part of Gat No.43, Adgaon, Nashik.

South

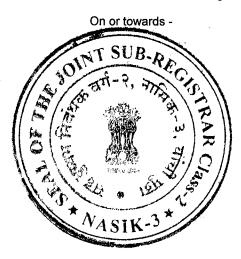
By Gat No.44 & 45, Adgaon, Nashik.

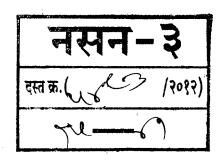
North

By Gat No.42, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

6) All that piece and parcel of the land admeasuring **0 Hector 17 Ares = 1700 Sq. Mtrs.** out of the land / property bearing **Gat No.44** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -





East

By Gat No.67, Adgaon, Nashik.

West

By Gat No.45, Adgaon, Nashik.

South -

By Gat No.46, Adgaon, Nashik.

North

By Gat No.43, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

7) All that piece and parcel of the land admeasuring **0 Hector 15 Ares = 1500 Sq. Mtrs.** out of the land / property bearing **Gat No.45** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By Gat No.44, Adgaon, Nashik.

West

By Remaining part of Gat No.45, Adgaon, Nashik.

South

By Gat No.46, Adgaon, Nashik.

North

By Gat No.43, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

8) All that piece and parcel of the land admeasuring **0 Hector 60 Ares = 6000 Sq. Mtrs.** out of the land / property bearing **Gat No.46** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By Gat No.67, Adgaon, Nashik.

West

By Gat No.770, Adgaon, Nashik.

South

By Gat No.47, Adgaon, Nashik.

North

By Gat No.44 & 45, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

9) All that piece and parcel of the land admeasuring **0 Hector 50 Ares = 5000 Sq. Mtrs.** out of the land / property bearing **Gat No.47** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By Gat No.67, Adgaon, Nashik.

West -

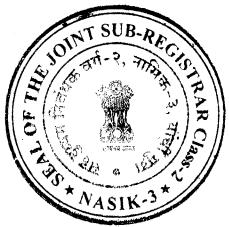
By Part of Gat No.49, Adgaon, Nashik.

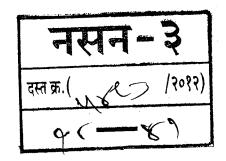
South -

By Gat No.48, Adgaon, Nashik.

North -

By Gat No.46, Adgaon, Nashik.





together with right of easement and appurtenances thereto.

10) All that piece and parcel of the land admeasuring 0 Hector 38 Ares = 3800 Sq. Mtrs. out of the land / property bearing Gat No.48 situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East -

By Gat No.65, Adgaon, Nashik.

West

By Part of Gat No.49, Adgaon, Nashik.

South

By Gat No.49, Adgaon, Nashik.

North

By Gat No.47, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

11) All that piece and parcel of the land admeasuring **0 Hector 39.66 Ares = 3966 Sq. Mtrs.** out of the land / property bearing **Gat No.49/B** situated at Mouje Adgaon, Taluka Nashik, District Nashik within the limits of Nashik Municipal Corporation and within Registration Sub District Taluka Nashik and Registration District Nashik and being bounded on its four sides as under -

On or towards -

East

By Gat No.65 & 66, Adgaon, Nashik.

West -

By 7.5 Meter Road.

South

By Gat No.50, Adgaon, Nashik.

North

By Remaining part of Gat No.49 & Gat No.48, Adgaon, Nashik.

together with right of easement and appurtenances thereto.

Collectively being the lands admeasuring 40947.24 sq. mtrs. within the Residential Zone situated at & bearing/being part of Gat No. 39 to 48 & 49/B of village Adgaon Tal. & Dist. Nashik, together with easements and appurtenances thereto and together with Buildings and Structures standing thereon and/or to be constructed thereon, both present and future, and fixtures and fittings annexed thereto, both present and future,

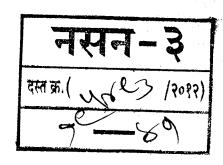
Part II: Movable Machineries and other movable properties of the Mortgagor

1) All the tangible movable Machineries, Equipments, vehicles of the Mortgagor together with spares, tools and accessories and other movables, both present and future, and the furniture, fixtures and fittings and office equipment whether installed or not and whether lying loose or in cases which are now lying or stored in or about or shall be brought into or to be stored or be in or upon or about the premises and godowns of the Mortgagor at Nashik or Pune or where ever else the same may be or be held by any party to the order or disposition of the Mortgagor (including those on lease or hire purchase) relating or pertaining to the Mortgagor.

The list giving short description of movable security comprising this security is separately handed over by the Mortgagor to the Bank.

2): Stocks & Receivables: (a) The whole of the stock of raw material, semi finished and finished goods, work in process, packing material, consumable spares and stores etc. of the Mortgagor both present and future whatsoever and where so ever situate and / or in transit, whether now belonging to or that may at any time during the continuance of this security belong to the Mortgagor or that may be held by any party any where to the order and disposition of the Mortgagor; and (b) All the present and future book stable outstandings, monies receivable, claims, bills, contracts, engagements and securities





Rajlaxmi Urban Co-op. Bank Ltd., Nashik - Ph: 2319224 No. D-5/STP(V) / C. R. 1113/01/10/940-43/10. Date : 31/05/2010 Service Charges tem Name of Stamp Duty Paying Party Pay to 0030 Acct. Stamp Duty Deposit Br. Nashik Franking Value . No. 1 N O FOR BANK USE ONLY) Customer Copy ₽ 8. ₽, 굖 Date: 28/05/120/2 000000 For Rajlaxmi Urban Co-op. Bank Ltd., Nash 000000 **Authorised Sign**

> उमट मुद्रांक फ्रॅंकिंग अल्ट्रा व्हायलेट लॅम्पखाली तपासले एक एम. एक संबंधित प्राध्यिकत प्रधिकाऱ्यांशी दुश्ध्वनीवरुन संपर्क लाधून मेळ बरोबर आकर्तुन आला.

> > सह दुस्मम निवंधक वर्ग-२

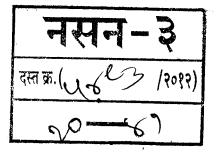
INDENTURE OF MORTGAGE
(WITHOUT POSSESSION)
(Stamp Duty affixed as per Article 40 (b) of Schedule I of the Bombay Stamp Act, 1958)

THIS INDENTURE OF MORTGAGE is made and executed at Maski K.
On this 28th day of May, 2012



X Askotkas

(ASYLOS



(including the sale proceeds of the tenements in the said Project "Nandan Carnival") which are now due and owing or which may at any time hereafter during continuance of this security become due and owing to the Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government of India or any State Government or Indian Railways or any Government Department or Office or any Municipal or Local or Public or Semi Government body or authority whatsoever including those relating to the assets leased out and / or given on hire purchase basis.

Signed and delivered by
/ The Common Seal of has hereunto affixed by
NANDAN BUILDCON PVT. LTD.
The Within named Mortgagor
By the hands of / in the presence of

Mr. Shamkant Keshav Kotkar, Director

pursuant to the

Authority granted by the Resolution
Of the Board of Directors passed on ______2012
Who has signed below the Seal in confirmation thereof.

2012 eof.

बैंक ऑफ बडोदा है। हिंपूर

Signed for Bank of Baroda (The Mortgagee/Bank OF BASEDA

By. Mr. Alyn Kashinath Karmankac

Designation Met Manager Mid Corporate Branch, Pune

In the presence of witnesses:

1) Frem Reey

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EN LANT GUKIDANHON

मुख्य प्रतंशक / CHIEF MANABER विप्रक्रमांच बहुता, उदीन भवल, प्रस्कृत मार्गिक्त के Pimpalgaon Bahula, Udyog Shavan, Sabur, Mashari.







For Nandan Buildcon Pvt. Ltd,

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गाव नमुना सात (अधिकार अभिलेख पत्रक) हाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७ आहमांब तालुका नाशिक भूधारणा भूमापन क्रमांकाचा () विठाबाई तुकाराम आधवं १००० वाते क्रमांक भोगवटदाराचे नाव भूमापन क्रमांक उपविभाग पध्दती खंड ४३ ची नुरुवणी @0048) पेसे कुळाचे नांव ₹7. शेताचे स्थानिक larsald yl. M. लागवडी योग्य क्षेत्र हेक्टर आर 97210 ALH CALL इतर अधिकार एकूण .. /२०१२) 🥙 पोटखराब लागवंडी योग्य नसलेले)-वर्ग (अ) वर्ग (ब) एक्ण रूपये ,पैसे आकारणी सीमा आणि भूमापन चिन्हे जुडी किंवा विशेष आकारणी .. गाव नमुना बारा (पिकांची नोंदवही) [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९] पिकाखालील क्षेत्रांचा तपशील निर्भेळ पिकाखा मिश्र पिकाखालील क्षेत्र घटक पिके व प्रत्येका मिश्रणाचा संकेत क्रमांक सिंचित खालील क्षेत्र सिचित नाव जमीन करणाराचे नाव हंगाम वर्ष पिकाचे अजल जन सिंचित पिकाचे नाव जल 10 99 93 90 हैं,आ हे.आ. हे.आ हे.आ हे.आ. हे.आ. 9(2) 9 1999

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गाव नमुना सात (अधिकार अभिलेख पत्रक) हाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७] स.ग.२४ नारीक तालुका भूमापन क्रमांकाचा भूमापन क्रमांक भूधारणा उपविभाम भोगवटदाराचे नाव पध्दती 9 330 (473) (4E (3) गवग खाते क्रमांक ९ **२२८** 2383 8,8 ञ्वा 30 < 9 खंड शेताचे स्थानिक शामकात् केश्व कोलकः कुळाचे नांव नाव पेसे लागवडी योग्य क्षेत्र हेक्टर आर (90047 46 0 इतर अधिका 101059114 X1.19. (30E 90047 2114/91/1 91/1912 एकूण .. ソく 0-्रोटखराब लागवडी योग्य 0108 दस्त क्र. /२०१२) नसलेले)-वर्ग (अ) वर्ग (ब) एकूण ६० रूपये पैसे आकारणी 9-६२ जुडी किंवा विशेष आकारणी ... सीमा आणि भूमापन चिन्हे હ્૨ 9-गाव नमुना बारा (पिकांची नोंदवही) [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) पिकाखालील क्षेत्रांचा तपशील मिश्र पिकाखालील क्षेत्र निर्भेळ पिका घटक पिके व प्रत्येका संकेत वर्ष जमीन करणाराचे नाव सिवित सिचित हंगाम खालील क्षेत्र मिश्रणाचा स क्रमाक नाव THE PERMIT पिकाचे अपन जल पिकाचे नाव 9 3 ٩ 90 99 हे.आ. हे.आ **१०**०९ हे.आ. हे.आ. हे.आ. 294 2090 40 2090 2811 3099 अस्तित प्राचा ने नवन्त्रत तयार ਗ.:-

गाव नमुना सात (अधिकार अभिलेख पत्रक) ्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७] आडगांव तालुका नाशिक भूमापन क्रमांकाचा भूधारणा भूमापन क्रमांक -उपविभागू. पध्दती भोगवटदाराचे नाव 9 (080) (000) (2908 खाते क्रमांक 🞖 🔿 80 (358. 9258 श्वा (30048) (90 (85) खंड शिंमकांत केशव कोतकर शेताचे स्थानिक कुळाचे नांव पैसे नाव 900E0 लागवडी योग्य क्षेत्र हेक्टर आर 41.14. ષ્ટ્રે 0 -इतर अधिकार 2114/9/11 97119 आडगाँव विकासे सो डि क (०००००।-१ टांध०५ हास्रोमंडा दिवक दिधी मुदत जादा लारुग कुंजा गठापत करिता एकूण .. 88 98904 पोटर्राब लागवडी योग्य 0-09 नसलेले)-वर्ग (अ) दस्त क्र.(/२०१२) वर्ग (ब) 40 एकूण रूपये पैसे आकारणी 0. 310 जुडी किंवा विशेष आकारणी सीमा आणि भूमापन चिन्हे 90 गाव नमुना बारा (पिकांची नोंदवही) [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियु पिकाखालील क्षेत्रांचा तपशील मिश्र पिकाखालील क्षेत्र निर्भेळ पिकाखालील घटक पिके व प्रत्येका संकेट सिंचित वर्ष जमीन करणाराचे नाव खालील क्षेत्र सिवित हंगाम मिश्रणाचा सं क्रमांक नाव सिवित पिकाचे अजन पिकाचे नाव 5 अवा 5 9 ₹. 92 हे.आ. हे.आ हे.आ. हे.आ. हे.आ. हे.आ. 5 r 90 02 80 प्रीत 0150

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[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करण व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९]

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				मि	प्र पिका	खालील	क्षेत्र		निर्भेळ	पिकाखा	लील क्षेत्र		नसलेली मीन	साधन	
वर्ष	जमीन करणाराचे नाव	हंगाम	। संकेत iक	सिंचित	संचित	घटक	पिके व गलील	प्रत्येका क्षेत्र	नाव	सिंचित	निचत				शेरा
			मिश्रणाचा संकेत क्रमांक	जल हि	अजल सिचित	पिकाचे नाव	जल सिंचित	अजल सिचित	पिकाचे	जल सिं	अजल सिंचित	रवस्भप	瓷	जल सिंचनाचे	
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दुय्यम निबंधक: नाशिक 4

दस्तक्रमांक व वर्ष: 4251/2012

Friday, April 27, 2012

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Rean, 63 m.e.

2085

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(ूरस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत:

एसीसीएन 7723 जे) तर्फे अधिकार प्रात्प संचालक -

अधिकृत प्रतिनिधी संदिध छबन साठे रा.सेनापती बापट मार्ग,पुणे -ताः ईमारतीचे नावः ईमारत नंः -; पेठ/वसाहतः -; शहर/गावः

12:43:40 PM

गावाचे नाव: आडगांव

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तातरणपत्र व बाजारभाव (भाडेपटट्याच्या

(25-व) पुढील हदीत असलेल्या स्थावर मालमत्तेच्या बाबतीत अरोल तर

बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 22,600,000.00

बा.भा., रू. 15,061,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः मौजे आडगांव येथील गट नं 49/ब यांसी क्षेत्र 0 हे 🐉 56 आ आकार 0.82 पैसे

(३)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

द्वकांत ठाकुर स बनकर चौक जवळ,काठे गल्ली,द्वारका,नाशिक पॅन नं एडीजेपीटी (1) विशाल

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(६) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता कि दिवाणी न्यायालयाचा हुकुमन्।मा किंवा आदेश असल्यास, वादीचे व संपूर्ण पत्ता

(7) दिनांक

(8) नॉदणीचा

(९) अनुक्रमांक, खंड व पृष्ठ

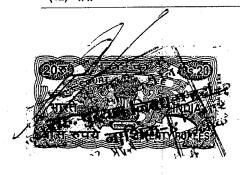
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

(12) शेरा

्य जिल्ला सह. दुव्यव

- इमारतीचे नाव:



A/C Payee Only

VALID FOR THREE M NOT OVER RS. 30 0 60/

JOINT SUB-REGISTRAR-CLASS II NASIK

...... को या उनके आदेश पर OR ORDER रु.**Rs**. 30000

IN PAYMENT OF / ON ACCOUNT OF......

के भुगतान स्वरुप / के कारण अदा करें

कृते राजलक्ष्मी अर्बन को-ऑप. बँक लि., नाशिक. For Rajlaxmi Urban Co-op. Bank Ltd., Nashik.

प्रधिकृत अदिकारी / AUTHORISED SIGN

RAJLAXMI URBAN CO-OP. BANK LTD., NASHIK. राजलक्ष्मी अर्बन को-ऑप. बँक लि.. नाशिक.

Gangapur Road, Kadam Sadan, Near Hotel Sahyadri, Gangapur Road, Nashik - 422 005

गंगापुर रोड, कदम सदन, सहयाद्री हॉटेल जवळ, गंगापुर रोड, नाशिक - ४२२ ००५

##109152# 422513005#

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/ALID FOR SIX MONTHS.

AFPL

LFPL - 4200 2000

GRB



MIDPUN/ADV/2012/

22.05.2012

Nandan Buildocn Pvt Ltd Plot No 52, Shivaji Housing Society, Behind ICC, Senapati Bapat Road,

Pune-411016

Dear Sirs,

Re: Credit facilities

With reference to your application for credit facility in the form of Bridge we are pleased to inform you that we are agreeable to grant you Bridge Loan of Rs.10.00 crores on the terms and conditions detailed as per enclosure.

Please note that the advance made available to you under the abovementioned facilities are repayable within 6 months from own sources or will be adjusted out of the disbursement of any credit facilities to be granted in future The terms and conditions of these facilities granted to you are at the discretion of the Bank are subject to change without any prior notice.

The facility is granted to complete all the preliminary and preparatory work for the proposed project Nandan Carnival at Nashik City. These funds shall be exclusively utilised for the stated purpose (making payment towards Nashik Municipal Corporation sanction plan charges, Site Office, sample/show Flatconstruction cost, Advance to RCC contractors and consultant and purchase of TDR). Disbursement shall be subject to execution of documents for mortgage and on obtaining personal guarantee of both the directors

The bank reserves the right to discontinue the facilities/advance/loans and to withhold / stop any disbursements, without giving any notice in case compliance / breach of any of the terms and conditions stipulated from time to time as also in the relevant documents or any particulars furnished to us found to be incorrect or in development of situation wherein, in the opinion of bank, its interest will be / likely to be prejudicially affected by such continuation or dis

MID CORPORATE BRANCH

Campus of Sinhgad Tech Education Society CTS- No 19, Plot No 15, Khilare Path, Erandvana, Off Karve Road

PUNE-411004, India

Phone; 020 25431747 (AGM) / Telefax: 02025431748 (CM), Web: www.bankofbaroda.com E mail midpun @bankofbaroda.com



The bank reserves the right to withdraw, modify or amend the terms and conditions of loan / advance and Bank would not be bound to disburse full amount of loan / advance in the event of any failure on the part of the borrower in satisfying any of the terms and conditions stipulated.

Kindly return to us the duplicate of this letter duly signed by you, as a token of your having accepted the terms and conditions stipulated herein.

Yours faithfully,

4.V.Ra√vàdera) hief Manager

ACCEPTED

ADOVE TERMS of COMPITIONS

For Nandan Buildcon Pvt. Ltd.

Director

For Nandan Buildcon Pyt. Ltd.



MID CORPORATE BRANCH

Campus of Sinhgad Tech Education Society

CTS- No 19, Plot No 15, Khilare Path, Erandvana, Off Karve Road

PUNE-411004, India
Phone; 020 25431747 (AGM) / Telefax: 02025431748 (CM), Web: www.bankofbaroda.com E mail midpun @bankofbaroda.com

Terms and conditions for the credit facility A/c Nandan Buildcon Pvt Limited

S No	Facility	Details							
1	Bridge Loan	For meeting payment requirement for preliminary expenses of Rs 15.75 crores for the projects Nandan Carnival at Nashik							
	Limit	Rs 10.00 (Rs Ten crores only) -Fresh							
	Margin	36.50% (Rs 5.75 crores Rs five crores seventy five lacs)							
	Rate of Interest	@3.00% over Base Rate i.e. 13.50% p.a. at present							
<u> </u>	Period	Not more than six months.							
	Repayment	The Bridge loan shall be repaid within 6 months or out of disbursement of any credit facilities to be granted in Juture whichever is earlier.							
	Security	 D P Note Executed by the company Board Resolution for Bridge loan and execution of documents Letter of installment with acceleration clause. English Mortgage of land (admeasuring 40947.24 sq. mtr.) situated at Gat no. 39 to 48 and 49B at Mouje Adgaon, Opp. Bhujbal Knowledge City, Near Adgaon Naka, Nashik. Purchase price Rs 33.72 crores and all the moveable assets viz movable machinery, equipments, Spares, tools, vehicles and other movables present in future Personal guarantee of Mr. Shamkant Kotkar (Rs.23.94 Crores) and Mrs. Jyoti Shamkant Kotkar (Rs.20.23 Crores) as on 31.03.2012. Composite Undertaking cum declaration signed by the company and its directors, guarantors. 							
	Processing	@0.375% of the loan amount (50% concession on usual							
	charges	processing charges for TL facilities)							

Other conditions:

1. The facility is granted to complete all preliminary and preparatory work for proposed project Nandan Carnival at Nashik City. The bridge loan to for making payments towards Nashik Municipal Corporation charges, Site office, sample/show flat-construction cost, Ad contractors and consultants (mobilization advance), Site developed Cost of TDR for the project (1st phase) and other administrative expenses.

2. The company to provide all the required papers/information within 15 days f the date of sanction of bridge loan for their proposed regular facilities.

3. The bridge loan will be adjusted out of disbursement of regular Te proposed to be granted or within six months from own sources.





 A /c Nandan Buildcon Pvt Ltd at Mid Corp Branch,Pune

ACCEPTED

For Nandan Buildcon Pvt. Ltd

Director

For Nandan Buildcon F

NANDAN Building Confidence

(२०१२)

NANDAN BUILDCON PVT LTD
Nandan House, Plot No.52, Shivaji Housing Society, Behind ICC, Senapati Bapat Road,
Pune 411 016. Tel: 020 - 4141 3777 | e-mail: sales@nandanbuildcon.com | www.nandanbuildcon.com

BOARD RESOLUTION FOR AVAILING & SECURING CREDIT FACILITIES

Minutes of the meeting of Board of Directors of Ltd. held on 24-05-2012 Board was informed that **Bank of Baroda Mid Corporate Branch** has request of the Company, to grant/continue to grant the Company a working ca credit/ Over Draft, Term Loan, LC, facilities as under:

Facility Limit

1. Bridge loan

ns and conditions as contained in

देखी हैं।

Inter alia against the following securities and on the terms and conditions as contained in the Bank's letter of sanction dt. 22-05-2012 and after noting that it was :

- (1) Resolved that sanction be and is hereby given to the Company to avail from **Bank of Baroda**, **Mid-Corporate Branch** the facilities upto the limits mentioned above inter alia against the following securities namely :
- 1. Demand Promissory Note.
- 2. Letter of Continuing security.
- 3. Hypothecation of Stock (WIP) / Machinery / Book Debts and other movables.
- 4. Mortgage over the fixed assets / immovable properties of the Company.
- 5. Personal guarantee of

Shri Shamkant Keshav Kotkar and.

Mrs. Jyoti Shamkant Kotkar.

- 6. Letter of Instalment with Acceleration clause.
- 7. L. C. Application

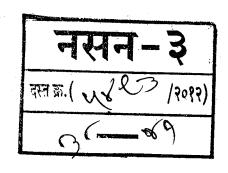
And the Company do execute the relevant documents therefore and create a Mortgage over the fixed / immovable properties of the Company situate at Nashik (Adgaon) Gat no 39-48 and Gat no 49B in favour of Bank of Baroda to secure the due repayment of the outstandings in the various credit facilities.

(2) Resolved further that the documents be executed by the Company and the common seal of the Company be affixed to the Demand Promissory Note / Letter of continuing security / Instrument of Hypothecation of goods /movable Machinery / Book Debts / Instrument of Power of Attorney /modifying agreement in the presence of Mr. Sharnkant Keshav Kotkar and Mrs. Jyoti Shamkant Kotkar two of the directors of the Company who do sign the same in token thereof and the same be countersigned by Mrs. Joti Sharnkant Kotkar Director of the Company and that other documents, Such as letter of Little mentals. C. undertaking and Form No. 8/13 be executed by any one/two the Directors of the

time being of the Company.

(3) Resolved further that the Company do create a mortgage extension of manage deposit of title deeds in favour of Bank of Baroda in respect of the Company's movable properties situate at (Adgaon) Gat no 39-48 and Gat no 49B to ether with all pulldings and structures thereon and all plant and machinery attached to the earth or permanent fastened to anything attached to the earth (hereinafter collectively deferred to as the said immovable properties) to secure the due repayment by the Company of outstanding of the under the facilities indicated above together with interest, additional interest, further interest by way of liquidated damages, compound interest, commitment charges, premia

(X)///



on repayment or on redemption, guarantee commission/ L.C. commission, costs, charges, expenses and other moneys including any increase as a result of devaluation /Revaluation / Fluctuation in the rates of Exchange of Foreign currencies involved payable by the Company to Bank of Baroda under their Heads of Agreement / Loan Agreement / Letters of Sanction / Memo. of terms and conditions amended from time to time.

- (6) Resolved further that any one/two of the Directors of the Company be and are hereby authorised to execute Letters of Acknowledgment of Debt/Balance Confirmation letters favouring Bank of Baroda for and on behalf of the Company acknowledging the liabilities of the Company to Bank of Baroda in respect of the various credit facilities availed by the Company from time to time as and when called upon to do so by Bank of Baroda.
- (7) Resolved further that Shri Shamkant Keshav Kotkar, Mrs Jyoti Shamkant Kotkar and or Shri Sandip Sathe be requested to create a mortgage in respect of their immovable properties situate at (Adgaon) Gat no 39-48 and Gat no 49B for securing the dues of the Company to Bank of Baroda in respect of the various credit facilities availed / to be availed by the Company from Bank of Baroda.
- (8) Resolved further that Shri Shamkant Keshav Kotkar, Mrs Jyoti Shamkant Kotkar and Shri Sandip Sathe be and are hereby requested to execute letters of guarantee and letters of Acknowledgment of Debt/Balance Confirmation letters in their respective personal capacity as guarantors favouring Bank of Baroda to secure the various credit facilities availed/ to be availed by the Company from Bank of Baroda and acknowledging their liability as guarantors to the said facilities.
- (9) Resolved further that the cash credit accounts and other accounts with Bank of Baroda be operated by any one/two of the directors of the Company for and on behalf of the Company.
- (10) Resolved further that Bank of Baroda be and is hereby requested to honour all cheques, Bills of exchange, promissory notes drawn, endorsed, accepted or made by the Company and to act on the instructions given by any one/two of the directors relating to the above accounts whether the same be overdrawn or not and whether or not relating to the transactions of the Company.
- (11) Resolved further that the Company do file the requisite particulars of charge /modification of charge to be created by the Company with the Registrar of Companies.
- 12) Resolved further that copies of the foregoing resolutions certified to be true by Shri Shamkant Keshav Kotkar Managing Director of the Company be Furnished to Bank of Baroda and they be requested to act thereon.

Certified to be true,

For Nandan Buildcon Pvt. Ltd.

Shamkant Kotkar Managing Director





दस्त गोषवारा भाग-1

नसन3 दस्त क्र 5493/2012 💢 ६ 🕻 ४ ी

28/05/2012 1:38:51 pm दुय्यम निबंधकः

1.30.31 pm

नाशिक 3

दस्त[ः] नांक : 5493/2012 दस्ताचा प्रकार : ^{गहाणखत}

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार

नावः बँक ऑफ बडौदा, एम आय डी, कार्पोरेट शाखा
सिद्धार टेक्सीकल एज्यकेशन जोजगरी कॅमाम

निहागड टेक्नीकल एज्युकेशन सोसायटी कॅम्पस, एरंडवना, कर्वेरोड समोर, पुणे तर्फे पिंपळगांव बहुला, नाशिक शाखेतर्फे मॅनेजर श्री. अरूण काशिनाथ करम

सही

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छायाचित्र

अंगठ्याचा ठसा





नावः नंदन बिल्डकॉन प्रा.लि. भारतीय कंपनी कायद्यान्वये नोंदणीकृत कं. जिचे कार्यालय प्लॉट नं.52, शिवाजी हाऊसिंग सोसायटी, आय सी सी मार्ग, सेनापती बय बापट मार्ग, पुणे तर्फे संचालक श्री. शामकांत के

लिहून देणार

ाय 32

सही 🙀 🗘







दस्त गोषवारा भाग - 2

नसन3

दस्त क्रमांक (5493/2012)

दस्त क्र. [नसन3-5493-2012] चा गोषवारा

बाजार मुल्य :0 कर्जाची रक्कम 100000000 भरलेले मुद्रांक शुल्क : 500000

दस्त हजर केल्याचा दिनांक :28/05/2012 01:27 PM

निष्पादनाचा दिनांक: 28/05/2012

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :40) गहाणखत

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 28/05/2012 01:27 PM

Saudodedviru

शिक्का क्र. 2 ची वेळ : (फ़ी) 28/05/2012 01:37 PM शिक्का क्र. 3 ची वेळ : (कबुली) 28/05/2012 01:38 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 28/05/2012 01:38 PM

दस्त नोंद केल्याचा दिनांक : 28/05/2012 01:38 PM

ओळख :

दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांन 🕻 निष् व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात. नाशिक - 3.

1) ॲड. विद्युलता कांतीलाल तातेड,रा.206,दामोदर चें.,कान्हेरेवाडी,नाशिक. . ,घर/फूलॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

क्रमा स्मिबंधक वर्ग -२ नाशिक - ३.

पावती क्र.:5506 दिनांक:28/05/2012 पावतीचे वर्णन नांव: बँक ऑफ बड़ौदा, एम आय डी, कार्पोरेट शाखा सिंहगड टेक्नीकल एज्युकेशन सोसायटी कॅम्पस, एरंडवना, कर्वेरोड समोर, पूणे तर्फ पिंपळगांव बहुला, नाशिक शाखेतर्फे मॅनेजर श्री. अरूण काशिनाथ करमरकर . .

:नोंदणी फी 30000

820 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

30820: एकूण

क्रिक्सिक वर्ग -२

समाशोधनाद्र्या अधिन राहुन े. बँक शाखा, नाशिक डी. डी. अंप्रिक्ट भूग चे नोंदणी फी वस्ल दि. २०/ ५/२०१२

> 🥇 दुय्यम निबंधक वर्ग-२ नाशिक-३.

प्रमाणित करण्यात येते की, या दस्तामध्ये एकुणू आहेत.

> यम निबंधक वर्ग-२ नाशिक-3

पुरतक क्रमांक १, क्रमांक 📆 ... वर नोंदला. सन २०१२

> मं निबंधक वर्ग-२ नाशिक-३.

