

Mosyau

महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बैंक व कोषागार पावती
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16100223877106

Bank Branch: IBKL - 6910501/DADAR 14
 Pmt Txn id : 127307688
 Pmt DtTime : 22-JUN-2017@17:34:31
 ChallanIdNo: 69103332017062251848
 District : 1201-THANE

Stationery No: 16100223877106
 Print DtTime : 23-Jun-2017@15:08:44
 GRAS GRN : MH002653100201718S
 Office Name : IGR113-THN1 HQR SUB REG
 GRN Date : 22-Jun-2017@17:33:51

StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 10,01,000/- (Rs One Zero, Zero One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 0/- (Rs Zero only)

Article : 40(b)-mortgage deed(without Possession)
 Prop Mvblty: Immovable Consideration: R 1,60,00,00,000/-
 Prop Descr : New survey no 39,40 41 Old surve,140 141 and 142,village Dhokali,T
 aluka Thane,Thane,Thane,Maharashtra,400606
 Duty Payer: PAN-AAACW0370L,WELLMAN HINUSTAN PRIVATE LIMITED

Other Party: PAN-AAACW0370L,INDIABULLS HOUSING FINANCE LTD

Bank official1 Name & Signature

WELLMAN HINUSTAN PRIVATE LIMITED
 HIN 105001
 THE BRANCH MANAGER

[Handwritten Signature]

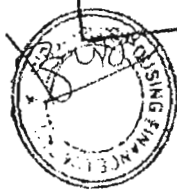
INDIABULLS HOUSING FINANCE LTD
 PAN-AAACW0370L



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

टलब - 4
 दस्त क्रमांक 10829/2016
 9/ee



महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16100223677978

Bank/Branch: IBKL - 6910501/DADAR 14 Stationery No: 16100223677978
 Pmt Txn id : 127310177 Print DtTime : 23-Jun-2017@15:04:42
 Pmt DtTime : 22-JUN-2017@17:52:52 GRAS GRN : MH002654365201718S
 ChallanIdNo: 69103332017062251953 Office Name : IGR113-THN1_HQR SUB REG
 District : 1201-THANE GRN Date : 22-Jun-2017@17:52:21

StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 10,01,000/- (Rs One Zero, Zero One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 0/- (Rs Zero only)

Article : 40(b)-mortgage deed(without Possession)
 Prop Mvblty: Immovable Consideration: R 2,30,00,00,000/-
 Prop Descr : New survey no 39,40 41 old surve,140 141 and 142,Village Dhokali, Ta
 luka,Thane,Thane,Thane,Maharashtra,400606
 Duty Payer: PAN-AAACW0370L,WELLMAN HINDUSTAN PRIVATE LTD

Other Party: PAN-AABCI3612A, INDIABULLS HOUSING FINANCE LTD

Bank Official Name & Signature

Wedy

Swaroop P. Gadkari
 स्वरोप व. गडकरी
 SWAROOP P. GADKARI
 सहा. प्रबन्धक/Asst Manager
 ईआईएस/EM-105100

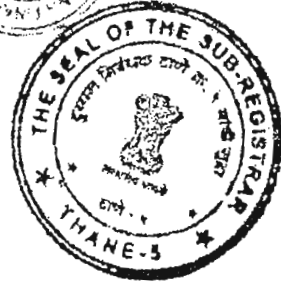


Bank official 2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

ट न न - ५
 दस्त १०४२९/२०१७
 2/ee

Prayank Mr. Oka



महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16100223709930

Bank/Branch: IBKL - 6910501/DADAR 14
 Pmt Txn id : 127309000
 Pmt DtTime : 22-JUN-2017@17:44:04
 ChallanIdNo: 69103332017062251901
 District : 1201-THANE

Stationery No: 16100223709930
 Print DtTime : 23-Jun-2017@15:07:16
 GRAS GRN : MH002653757201718S
 Office Name : IGR113-THNL_HQR SUB REG
 GRN Date : 22-Jun-2017@17:43:45

StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 10,01,000/- (Rs One Zero, Zero One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 0/- (Rs Zero only)

Article : 40(b)-mortagage deed(without Possession)
 Prop Mvblty: Immovable Consideration: R 1,80,00,00,000/-
 Prop Descr : New survey no 39,40 41 old surve,140 141 and 142,Village Dhokali,Th
 ane,Thane,Thane,Maharashtra,400606
 Duty Payer: PAN-AAACW0370L,WELLMAN HINDUSTAN PRIVATE LIMITED

Other Party: PAN-AABCI3612A,INDIABULLS HOUSING FINANCE LTD

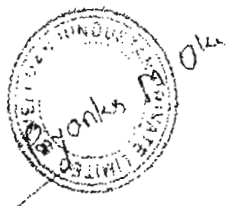
Bank official Name & Signature
 [Signature]
 Branch Manager

[Signature]
 SWAPNAN P. GADKARI
 Branch Manager




Bank official2 Name & Signature
 --- Space for customer/office use --- Please write below this line ---

दस्तावेज - 4
 दस्त कमांक 0829/2096
 3/ee



महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16100223965470 

Bank/Branch : IBKL - 6910501/DADAR 14
 Pmt Txn id : 127305927
 Pmt DtTime : 22-JUN-2017@17:22:19
 ChallanIdNo : 69103332017062251783
 District : 1201-THANE

Stationery No: 16100223965470
 Print DtTime : 23-Jun-2017@15:11:01
 GRAS GRN : MH0026522082017185
 Office Name : IGR113-THN1_HQR SUB REG
 GRN Date : 22-Jun-2017@17:21:27

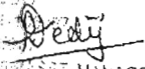
StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 10,01,000/- (Rs One Zero, Zero One, Zero Zero Zero only)

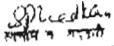
RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 0/- (Rs Zero only)

Article : 40(b)-mortgage deed(without Possession)
 Prop Mvblty: Immovable Consideration: R 1,00,00,00,000/-
 Prop Descr : NEW SURVEY NO 39,40 41 OLD SURV,140 141 AND 142,VILLAGE DHOKALI, TAL
 UKA,THANE,THANE,Maharashtra,400606
 Duty Payer: PAN-AAACW0370L,WELLMAN HINDUSTAN PRIVATE LIMITED

Other Party: PAN-AABCI3612A,INDIABULLS HOUSING FINANCE LTD

Bank official Name & Signature


 Bank official 1 Name & Signature


 Stationery No: 16100223965470
 Office Name: IGR113-THN1_HQR SUB REG
 GRN Date: 22-Jun-2017@17:21:27



Bank official 2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

ट न ल - ५
 दस्त क्रमांक ०४२९/२०१७
 ४/६६



महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16100223549614

Bank/Branch: IBKL - 6910501/DADAR 14
 Pmt Txn id : 127311042
 Pmt DtTime : 22-JUN-2017@17:59:08
 ChallanIdNo: 69103332017062251991
 District : 1201-THANE

Stationery No: 16100223549614
 Print DtTime : 23-Jun-2017@15:01:25
 GRAS GRN : MH002654746201718S
 Office Name : IGR113-THN1 HQR SUB REG
 GRN Date : 22-Jun-2017@17:58:52

StDuty Schm: 0030046401-75/STAMP DUTY
 StDuty Amt : R 10,01,000/- (Rs One Zero, Zero One, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
 RgnFee Amt : R 0/- (Rs Zero only)

Article : 40(b)-mortgage deed(without Possession)
 Prop Mvblty: Immovable Consideration: R 80,00,00,000/-
 Prop Descr : New survey no 39,40 41 old survey,140 141 and 142,Village Dhokali.T
 aluka Thane,Thane,Thane,Maharashtra,400606
 Duty Payer: PAN-AAACW0370L,WELLMAN HINDUSTAN PRIVATE LTD

Other Party: PAN-AABCI3612A,INDIABULLS HOUSING FINANCE LTD

Bank official1 Name & Signature

DAYA RAO
 EIN 105005
 ASSISTANT MANAGER

S. Prakash
 SWARNIM P GADKARI
 105005 / Asst. Manager
 EIN-105100



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



टब न - ५
 दस्त क्रमांक ७४२९/२०१७
 Y/ee

CHALLAN
MTR Form Number-6

ट न न - ५
दस्ता क्रमांक ०४२९/२०१७
Date 23/06/2017-10:41:14 Form ID
Jee

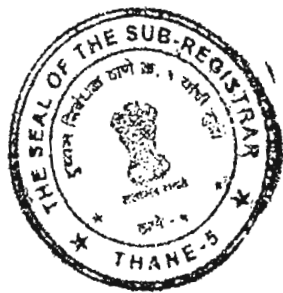
GRN	MH002665138201718E	BARCODE	[Barcode]		Date	23/06/2017-10:41:14	Form ID	Jee
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID (If Any)				
Office Name	THN2_THANE 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAACW0370L			
Location	THANE			Full Name	WELLMAN HINDUSTAN PRIVATE LIMITED			
Year	2017-2018 One Time			Flat/Block No.	NEW SURVEY NO 39 40 41 OLD SURVEY NO			
				Premises/Building	140 141 142			

Account Head Details	Amount In Rs.		
0030063301 Amount of Tax	30000.00	Road/Street	6.24 ACRES
		Area/Locality	THANE
		Town/City/District	
		PIN	4 0 0 6 0 6
		Remarks (If Any)	PAN2=AABC13612A-PN=INDIABULLS HOUSING FINANCE LIMITED-CA=7500000000
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref. No. 69103332017062310906 127350461
Cheque/DD No.		Date	23/06/2017-10:42:49
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.
 Mobile No. : 9819731842



ट न न - ५
दस्त क्रमांक ७४२९/२०१७
७/९९





CHALLAN
MTR Form Number-6

C. N. S. - 2
दस्ता क्रमांक 0829/2090
Date 21/06/2017-13:19:37 Form ID /ee

GRN	MH002584655201718E	BARCODE	[Barcode]		Date	21/06/2017-13:19:37	Form ID	/ee
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial eStamp Vendor Payment of eStamping SoS Mumbai only			TAX ID (If Any)				
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4			PAN No.(If Applicable)	AABC13612A			
Location	MUMBAI			Full Name	INDIABULLS HOUSING FINANCE LIMITED			
Year	2017-2018 One Time			Flat/Block No.	INDIABULLS FINANCE CENTRE TOWER I 17			
				Premises/Building	FLOOR			

Account Head Details	Amount In Rs.		
0030045501 Payment of eStamping	100.00	Road/Street	ELPHINSTONE ROAD
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 1 3
		Remarks (if Any)	
		Amount In	One Hundred Rupees Only
Total	100.00	Words	
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	69103332017062112913
		Ref. No.	127163856
Cheque/DD No.		Date	21/06/2017-13:24:12
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document. Mobile No. : Not Available
सदर चलान "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करवण्याच्या दृष्टीसाठी लागू नाही.



[Handwritten Signature]



ट न न - ५
दस्त क्रमांक 0829/2096
e/ee

REGISTRATION



THIS DEED OF MORTGAGE ("Deed") is executed at the place and on the date set out in Schedule I hereunder by:

The Mortgagor(s), whose name, address and other details are mentioned in Schedule I hereinafter referred to as the "Mortgagor(s)";

in favour of

M/s. Indiabulls Housing Finance Limited, a company as defined in the Companies Act, 2013 with its registered office situated at M-62 & 63, 1st Floor, Connaught Place, New Delhi - 110 001 and having Corporate Identity Number: L65922DL2005PLC136029 (hereinafter referred to as the "Mortgagee" or "Lender", which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include its successor(s) and/or assign(s)).

Each of the parties mentioned above are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

- A. The Mortgagor(s) is/are the owner(s) and/or the developer(s) of certain properties more particularly mentioned in Schedule II hereunder and is fully entitled to mortgage the Mortgaged Properties (defined below).
- B. The Mortgagee has, at the request of the Mortgagor(s), the Borrower(s) (hereinafter defined), sanctioned/made available to the Borrower(s) loan facility(ies) of amount(s) as described in Schedule III hereunder (the "Loan(s)") on the terms and conditions set forth in loan agreement(s) as described in Schedule III hereunder and/or any amendment(s)/addendum(s) thereto ("Loan Agreement(s)") and the other related Loan Documents.
- C. Pursuant to the provisions of the Loan Documents and in compliance with the provisions, stipulations, conditions and covenants contained therein, the Mortgagor(s) has/have agreed to create first-ranking charge and mortgage over the Mortgaged Properties (as defined herein below) which are more particularly mentioned in Schedule II hereunder exclusively in favour of the Mortgagee.
- D. The Mortgagor(s) being seized or otherwise well and sufficiently entitled to the Mortgaged Properties is/are desirous of creating lien/mortgage over the Mortgaged Properties, in favour of the Mortgagee in accordance with the terms hereinafter contained.
- E. The Mortgagor(s) has/have agreed that the mortgage under this Deed shall be by way of a legal mortgage in registered form.

NOW THEREFORE, THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

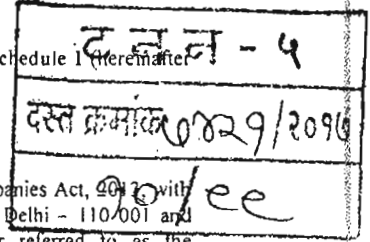
1. DEFINITIONS AND CONSTRUCTION

Definitions

Wherever used in this Deed (including the Recitals hereof) unless the context or subject clearly indicates otherwise, the capitalized terms (mentioned below) used herein shall have the following respective meanings:

"Borrower(s)" means the company/person(s)/firm(s) named in the Schedule II to this Deed as the Borrower(s). The term "Borrower(s)" shall include the Co-Borrower(s), if any, named in Schedule III hereunder.

"Borrower's Dues" means the outstanding principal amount of the Loan(s) and the other amounts payable by the Obligor(s) to the Lender under the Loan Documents and/or any other agreement(s) entered between (a) the Obligor(s) and (b) the Lender, including any interest.



ट न न - ५
 दस्त क्रमांक ७४२९/२०१९
 ११/११

default interest, fees, costs, charges, expenses and other sums whatsoever payable by the Obligor(s) to the Lender.

"Debt Discharge Date" means the date on which the Secured Obligations have been fully paid and discharged to the satisfaction of the Mortgagee.

"Loan Documents" means (a) the Loan Agreement(s) and/or (b) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and/or power of attorney(s) evidencing, securing, governing or otherwise pertaining/ relating to the Loan(s)/Borrower's Dues/security/guarantee and includes any amendatory, modificatory or supplemental agreement thereto;

"Loan(s)" shall mean the Loan(s) as described in the Loan Agreement(s) more particularly mentioned in Schedule III hereunder between (a) the Borrower(s) and (b) the Mortgagee and any other loan(s) whatsoever which may be availed by the Mortgagor(s), the Borrower(s) in future from the Mortgagee.

"Mortgaged Properties" means the properties including all the structures, buildings, furniture, fixtures, fittings, standings, plants and/or machineries installed/constructed and/or to be installed / constructed on such properties and all present and future title, interests and rights of the Mortgagor(s) therein hereby mortgaged/charged as security in favour of the Mortgagee and described in Schedule II hereunder.

"Obligor(s)" means the Borrower(s), the Guarantor(s), the Hypothecator(s), the Pledgor(s), the Mortgagor(s), and/or any other person(s) providing any security/collateral/guarantee in favour of the Lender under the Loan Documents and/or who is or becomes a party (other than the Lender) to any Loan Documents;

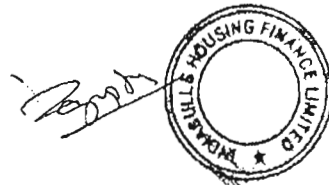
"Person" includes an individual, body corporate, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation government (central state or otherwise), sovereign state, or any agency, department, authority or political sub-division thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

"Receiver" means any manager receiver or other similar officer appointed by the Mortgagee in respect of the lien/mortgage hereby granted.

"Secured Obligations" means the obligation of the Obligor(s) under the Loan Documents including the Borrower's Dues and all amounts payable to the Mortgagee under any other loan agreement(s) that may be entered into between the Parties in future.

The term "Mortgagor(s)", the "Borrower(s)" and/or the "Obligor(s)", unless repugnant to the meaning and context, shall include (a) in the case of a company/society/body corporate, its successors and permitted assigns; (b) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm; (c) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (d) in the case of a Hindu undivided family ("HUF"), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (e) in the case of an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns; (f) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns.

If not defined in this Deed, any capitalised terms used in this Deed shall have the same meaning as ascribed to such terms in the Loan Agreement(s) or the other Loan Documents.



ट न न - ५

दस्त क्रमांक ००२९ / २०१७

2. DECLARATION

The Mortgagor(s) is/are the owner(s) and/or the developer(s) of the Mortgaged Properties more particularly mentioned in Schedule II hereunder. The Mortgagor(s) is/are fully authorized to mortgage the Mortgaged Properties, and if it is proved otherwise, the Mortgagor(s) shall be fully responsible and liable to indemnify and keep indemnified the Mortgagee under all circumstances against any monetary loss, harm, injury suffered or caused to be suffered by the Mortgagee on account of legal defects in the title documents of the Mortgagor(s) in respect of the Mortgaged Properties.

In pursuance of the Loan Documents and for the consideration as aforesaid and as security for the Secured Obligations, the Mortgagor(s) doth hereby creates a first-ranking mortgage/charge exclusively in favour of the Mortgagee on the Mortgaged Properties and grants, conveys, assures, assigns, charges and transfers unto the Mortgagee including without limitation all proceeds and consideration due to the Mortgagor(s) and shall include the sale consideration, deposits / premium, lease rentals, lease and license fees, rent, outstandings and claims TOGETHER WITH all buildings, erections and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the Mortgaged Properties or any part thereof and all trees, fenced, hedges, hoardings, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the Mortgaged Properties or any part thereof belonging to or in any way appurtenant to or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL into and upon the Mortgage Properties the estate, right, title, interest, property, claim and demand whatsoever TO HAVE AND TO HOLD all the singular the Mortgaged Properties unto and to the use of the Mortgagee subject to the power and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.

The Mortgagor(s) further declares that the Mortgaged Properties can also be used as an additional security for securing any additional loan granted or to be granted by the Mortgagee to the Mortgagor(s), the Borrower(s).

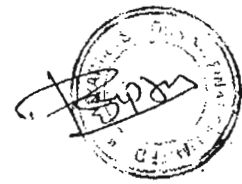
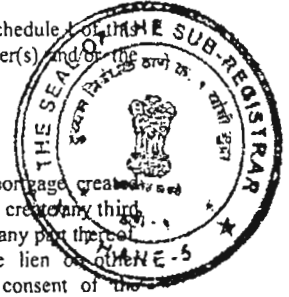
3. COVENANT TO PAY

3.1 In pursuance of the Loan Agreement(s), the Loan Documents and any other loan agreement(s) that may be entered into between the Parties in future and in consideration of the Loan(s) granted or may be granted to the Borrower(s) in future by the Mortgagee, the Mortgagor(s) covenants and agrees that the Mortgagor(s) shall pay/repay the Secured Obligations.

3.2 The principal amount secured under this Deed is as described in Schedule I of this Deed and in addition to that any other loan(s) which the Borrower(s) and the Mortgagor(s) may avail from the Mortgagee in future.

4. MORTGAGED PROPERTIES, DEALINGS THEREIN

The Mortgaged Properties shall be specifically appropriated to the lien/mortgage created under this Deed and the Mortgagor(s) shall not sell, transfer, lease out, assign, create any third party interest, dispose off or otherwise part with the Mortgaged Properties or any part thereof or deal with the same or create or suffer any lien/mortgage, negative lien or other encumbrances on the Mortgaged Properties, without the prior written consent of the Mortgagee. Further, unless otherwise specifically agreed by the Lender in writing, any subsequent mortgage/charge created by the Mortgagor(s) on the Mortgaged Properties, if so permitted by the Mortgagee in writing, shall be subject to the present mortgage/charge created in favour of the Mortgagee under this Deed which shall in all circumstances rank superior. The Mortgagor(s) shall, also during the period of Mortgage, not develop the Mortgaged Properties except with the prior written permission of the Mortgagee and at the sole discretion of the Mortgagee.



5. SECURITY

<p>दस्तावेज क्रमांक - 93/ee</p>	<p>(a) <u>Continuing Nature of Lien/Mortgage</u></p>
<p>93/ee</p>	<p>The lien/mortgage created by or pursuant to this Deed is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or</p>
<p>93/ee</p>	<p>or change in constitution or status of the Mortgagor(s) or any other Person, or any intermediate payment or settlement of account or other matter or thing whatsoever and, in particular, the intermediate satisfaction by the Borrower(s) of the whole or any part of the Secured Obligations.</p>

(b) Unconditionality of Lien/Mortgage

The lien/mortgage created by this Deed shall not be discharged or adversely affected by:

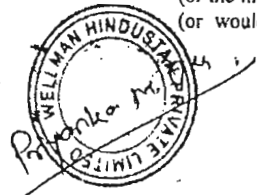
- (i) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Borrower(s) and/or the Mortgagor(s) or any other person;
- (ii) any amendment, modification or supplement to this Deed or any other Loan Documents or any other agreement, guarantee, indemnity, right, remedy or lien;
- (iii) the making or absence of any demand on the Borrower(s) and/or the Mortgagor(s) or any other person for payment;
- (iv) the enforcement or absence of enforcement of this Deed or any other Loan Documents;
- (v) the taking, existence or release of any other agreement, security interest, guarantee, indemnity, right, remedy or lien (including the release of any part of the Mortgaged Properties);
- (vi) the illegality, invalidity or any defect in any provision of this Deed, or any other agreement, guarantee, indemnity, right or remedy or lien, or any of the obligations of any of the Parties thereunder;
- (vii) the illegality, invalidity or unenforceability of the Secured Obligations or any part thereof or the illegality, invalidity, unenforceability or any defect in any provision of any agreement or document creating or resulting in the Secured Obligations including this Deed; or
- (viii) any other matter or thing whatsoever relating to this Deed.

First Recourse Enforcement



This Deed may be enforced without the Mortgagee first having recourse to any other security or rights or taking any other steps or proceedings against the Borrower(s) or any other Person, or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities hereby secured.

The lien/mortgage created by this Deed is in addition to and shall not be merged in, or in any way excluded or prejudiced, or be affected by any other lien, right of recourse or other right (or the invalidity thereof) which the Mortgagee may now or at any time hereafter hold or have (or would, apart from the security created by this Deed, hold or have) as regards the



Borrower(s) and/or the Mortgagor(s) or any other Person in respect of the Secured Obligations.

उ न न - 4
स्त क्रमांक 0829/2090
98/ee

5.3 Cumulative Powers

The powers which this Deed confers on the Mortgagee and any Receiver are:

- (i) cumulative;
- (ii) without prejudice to their respective powers under the general law; and
- (iii) may be exercised as often as the Mortgagee or the Receiver deems fit, and the Mortgagee or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement, and the Mortgagor(s) acknowledge/acknowledges that the respective powers of the Mortgagee and the Receiver shall in no circumstances, be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

5.4 Avoidance of Payments

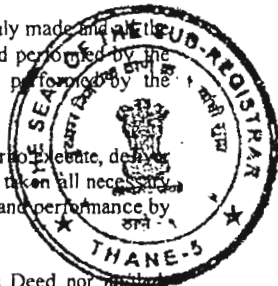
If any amount paid by the Borrower(s) and/or the Mortgagor(s) in respect of the mortgage and charge hereby created is held to be void or set aside on the liquidation or winding up of the Borrower(s) and/or the Mortgagor(s) or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

In addition to the representations and warranties of the Borrower(s) set forth in the Loan Agreement(s) (which are hereby repeated and restated as if expressly set forth herein), the Mortgagor(s) also represents and warrants to the Mortgagee that:

- (a) it/they is/are the owner(s) and/or the developer(s) of and stands seized and possessed of, and otherwise is/are well and sufficiently entitled to the Mortgaged Properties and other property and assets, whether fixed or unfixed, movable or immovable, tangible or intangible, pertaining to and comprised within the Mortgaged Properties, free from any other lien or the other Loan Documents and the particulars of the Mortgaged Properties set out in Schedule II hereunder are accurate;
- (b) it/they has/have not taken or knowingly suffered or been party or privy to any action which would result in the Mortgagor(s) being prohibited from hypothecating or otherwise charging equipment, properties, rights, claims, benefits and other assets comprised within the Mortgaged Properties in accordance with the terms and conditions of this Deed;
- (c) all payments in respect of the Mortgaged Properties have been duly made and the terms, conditions, covenants and stipulations to be observed and performed by the Mortgagor(s) in respect thereof have been duly observed and performed by the Mortgagor(s);
- (d) the Mortgagor(s) is/are legally entitled and possessed of the power to execute, deliver and perform the terms and provisions of this Deed and has/have taken all necessary corporate and other action(s) to authorize the execution, delivery and performance by it of this Deed;
- (e) neither the execution and delivery by the Mortgagor(s) of this Deed nor compliance with or performance of the terms and provisions hereof will contravene any provisions of applicable law or any order, writ, injunction or decree of any court



ट न न - ५
 दस्त क्रमांक १०४२९/२०१७
 १५/११

or any governmental authority or will violate any provisions of the Memorandum and Article of Association of the Mortgagor(s) or any agreement or any other document by which the Mortgagor(s) or the Mortgaged Properties may be bound;

the provisions of this Deed are effective to create in favour of the Mortgagee a legal, valid and binding security and that all necessary and appropriate actions, including but not limited to, consents, licenses, approvals, permissions and authorizations with respect to creation, effectiveness, priority and enforcement of such security have been taken by the Mortgagor(s) so that this Deed creates an effective security, prior and superior to all other securities;

- (g) no agreement or arrangement, whether written or oral, has been entered into by the Mortgagor(s) with any person in respect of the Mortgaged Properties or any part thereof; and
- (h) neither the Mortgagor(s) nor any of its/their assets or revenues is/are entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

6.2 Continuing Representation and Warranty

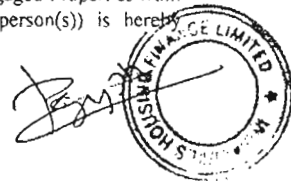
The Mortgagor(s) also represents and warrants to and undertakes with the Mortgagee that the foregoing representations and warranties made by it/them are and will be true and accurate throughout the continuance of this Deed with reference to the facts and circumstances existing from time to time.

6.3 Covenants

- (a) The Mortgagor(s) shall comply with, and observe and perform all the terms, conditions and covenants contained in the Loan Agreement(s), the Loan Documents and any other loan agreement(s) which may be entered into between the Parties in future, which shall always be deemed to be forming a part of this Deed.
- (b) The Mortgagor(s) shall from time to time and at all times during the continuance of these presents and the security hereby created and whether the Mortgagee shall have taken possession of the Mortgaged Properties under the power hereinbefore reserved for it or not, keep the Mortgaged Properties hereby granted, conveyed, assigned and assured, secured or charged or expressed so to be in a good and substantial state of repair and shall duly pay and discharge all dues and charges including without limitation, all the government revenue, rates, rents, taxes, assessments, dues and duties and all charges of a public nature and all other dues, charges and outgoings of governmental or non-governmental or any other nature whatsoever, including those (if any) in arrears payable in respect of the Mortgaged Properties now owned or hereafter acquired.
- (c) The Mortgagor(s) shall, during the continuance of this Deed keep deposited with the Mortgagee and/or with the Mortgagee's agent (if any), all title deeds in respect of the Mortgaged Properties.

The Mortgagor(s) shall always be in a position to hand over peaceful possession of the Mortgaged Properties to the Mortgagee and shall forthwith hand over peaceful possession of the Mortgaged Properties upon being directed so by the Mortgagee on the occurrence of an Event of Default under any of the Loan Documents. It is clarified that if the Mortgagee has not taken the possession of the Mortgaged Properties as on the date of this Deed and possession of the Mortgaged Properties shall be taken by the Mortgagee as per the applicable provisions of the law at any time on or after the occurrence of an Event of Default under any of the Loan Documents.

- (e) The Mortgagor(s) shall forthwith arrange for site visit(s) and/or inspection by the Lender (and/or by the Lender's authorized person(s)) of the Mortgaged Properties from time to time. The Lender (and/or the Lender's authorized person(s)) is hereby



authorised to enter into the Mortgaged Properties and inspect and/or get the Mortgaged Properties inspected from time to time.

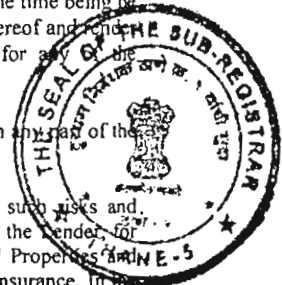
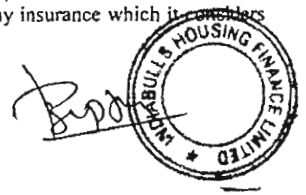
ट न न - ५
दस्तावेज क्रमांक ०४२९/२०१७
१६/११

7. UNDERTAKINGS

7.1 Undertakings of the Mortgagor(s)

In addition to the undertakings assumed by the Borrower(s) in the Loan Documents (which are hereby assumed by the Mortgagor(s) as if expressly set forth herein), the Mortgagor(s) undertakes and agrees with the Mortgagee that throughout the continuance of this Deed and so long as the Secured Obligations or any part thereof remain owing, the Mortgagor(s) shall, unless the Mortgagee otherwise agrees:

- (a) from time to time and at all times, whether before or after the security constituted hereunder shall have become enforceable, execute and/or do, at its/their own expense, all such mortgages, transfers, assignments, agreements, hypothecations, charges, deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Mortgagee may reasonably or by law require or consider necessary for perfecting and protecting the security intended to be hereby constituted or facilitating the realisation thereof, or otherwise in relation to enforcing or exercising any of the rights and authorities of the Mortgagee including, without limitation, for:
 - (i) protecting the Mortgagee's mortgage in the Mortgaged Properties;
 - (ii) effecting or facilitating the exercise, by the Mortgagee, of its powers, authorities and discretions hereby or by statute conferred on it or on any Receiver;
 - (iii) transferring the Mortgaged Properties to the Mortgagee upon the occurrence of an Event of Default under any of the Loan Documents;
 - (iv) otherwise enforcing the terms of this Deed; and
 - (v) otherwise executing all agreements, assurances, charges, documents, deeds, hypothecations and other instruments of security, and giving all notices, orders, instructions and directions which the Mortgagee may reasonably or by law require which are consistent with the terms and conditions of this Deed.
- (b) create such further or additional Security in favor of, and as may be required by, the Mortgagee in terms of the provisions of the Loan Documents;
- (c) permit the Mortgagee, its officers, servants and any agents from time to time and at all times during the continuance of the Security created by this Deed to enter upon any premises wherein any part of the Mortgaged Properties may for the time being be located and to view, inspect and value the same, to take inventory thereof and to render to the Mortgagee all reasonable assistance as may be required for any of the foregoing purposes;
- (d) punctually pay all rents, rates, taxes and outgoings in connection with any part of the Mortgaged Properties so as to keep the same free from any other lien;
- (e) insure the entire Mortgaged Properties against loss or damage by such risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full replaceable / market value of the Mortgaged Properties and punctually pay all premia necessary to maintain and/or renew such insurance. In the event the Mortgagor(s) fails to insure the Mortgaged Properties and/or maintain/renew such insurance for the Mortgaged Properties, the Lender shall be at liberty (though not bound) to effect/maintain/renew any insurance which it considers



ट न न - ५
 दस्त क्रमांक १०२९ / २०१६
 १६ / ११

in its sole discretion to be necessary, in which case the Mortgagor(s) shall be liable to reimburse/pay to the Lender in full for any cost and expense (and interest thereon at the Interest Rate as specified in / calculated as per the provisions relating to Interest Rate in the Loan Agreement(s)) incurred by the Lender in obtaining/maintaining/renewing such insurance cover including without limitation, insurance premiums paid by the Lender in connection with such insurance. Further, the Mortgagor(s) shall (i) make suitable changes to such insurance policy for the Mortgaged Properties so as to enable the Lender to exercise all the rights of the Borrower(s) and/or the Mortgagor(s), as the case may be, under such insurance policy or (ii) assign/endorse the insurance relating to the Mortgaged Properties in favour of the Lender. The Mortgagor(s) shall promptly hand over to the Lender (a) all documentary evidence in relation to such insurance (including changes made to such insurance policy as mentioned above) and/or assignment/endorsement of the insurance in favour of the Lender and /or (b) notwithstanding anything to the contrary, any money received from the insurance company/insurer in relation to the Mortgaged Properties. The Mortgagor(s) hereby authorize the Lender (and undertake to execute such further documents at the cost of the Mortgagor(s) in relation thereto) to make/lodge claim(s) under such insurance and to receive all amounts from the insurance company/insurer under such insurance in relation to the Mortgaged Properties.

The Mortgagor(s) undertakes to instruct (to the satisfaction of the Mortgagee) the insurer/insurance company to (a) make payment(s) under the insurance directly to the Mortgagee; (b) to record/register the Mortgagee's name in the insurance policy and/or in the records of the insurer and (c) make necessary changes to the insurance policy, if required, so as to make payment of the proceeds under the insurance directly to the Mortgagee.

- (f) do or cause or permit to be done such action as may be necessary in order to maintain the Mortgaged Properties in proper condition including replacement, due maintenance and repair, and not do or permit to be done anything which may in any way depreciate, jeopardize or otherwise prejudice the value of the security;
- (g) pay the stamp duty on this Deed on or before the execution of this Deed and all the expenses and charges for the registration thereof with the concerned "Sub-Registrar of Assurances" and all costs of the Mortgagee (including legal costs) and other charges if any incurred in connection with the stamping and registration of these presents with the Sub-Registrar of Assurances and if any penalty or legal costs or any other charges are paid by the Mortgagee, the Mortgagor(s) will pay to the Mortgagee the amount thereof with interest and also to deliver to the Mortgagee certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Deed;
- (h) if applicable, to file the applicable/relevant form(s) in the prescribed manner with the relevant Registrar of Companies, Ministry of Company Affairs within 30 days of the execution of this Deed, and deliver to the Mortgagee a certified copy of receipts and certificate endorsing registration evidencing the filing of such forms and the creation of the charge in favor of the Mortgagee;



comply with all governmental or other legal requirements and notices, whether statutory or otherwise, in respect of the Mortgaged Properties; and notwithstanding anything contrary to this Deed, it shall be the prime responsibility of the Mortgagor(s) to get this Deed registered and complete all formalities in this regard.

The Mortgagor(s) undertake that it shall take a written No Objection Certificate ("NOC") from the Lender prior to, *inter alia*, any agreement(s)/contract(s) for/of relating to, *inter alia*, sale, conveyance, transfer, allotment, lease, possession sub-lease, leave and license, renting, negative lien, assignment, development, lien, charge, third party rights/interests, and/or encumbrance of the Mortgaged Properties (or any part thereof) and the Mortgagor(s) shall



forthwith deposit the consideration/money received in connection with or under such agreement(s)/contract(s)/document(s) for/of sale, conveyance, transfer, allotment, lease, sub-lease, leave and license, renting, development, assignment and/or encumbrance of Mortgaged Properties or any part thereof in the bank account(s) of the Lender as may be specified by the Lender.

६००५ - ५
दस्तावेज क्रमांक ००४२९ / २०१०
अर्फी

7.2 Covenants by the Mortgagor(s)

- (a) the Mortgagor(s) agrees that without prejudice to any other remedy available to the Mortgagee against the Borrower(s) and/or the Mortgagor(s), at any time on or after an Event of Default under any of the Loan Documents occurs, the Mortgagee may, at the cost of the Borrower(s) and/or the Mortgagor(s) and subject to all applicable approvals, transfer and register the Mortgaged Properties in its own name or in the name of its nominee: and
- (b) the Mortgagor(s) agrees that this Deed shall extend to and include all profits and accretions accruing to the Mortgaged Properties.

8. **EVENTS OF DEFAULT**

8.1 Each of the events or circumstances set out in the Loan Agreement(s) and any other Loan Documents as an Event of Default is an Event of Default under this Deed.

8.2 **CONSEQUENCES OF AN EVENT OF DEFAULT**

On and at any time after the occurrence of an Event of Default under any of the Loan Documents and/or if the Mortgagor(s) commits any breach of this Deed, the Mortgagee may exercise any or all of its rights, remedies and powers under this Deed and/or applicable law(s).

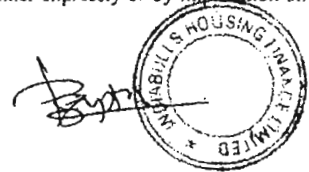
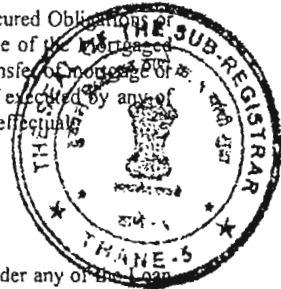
9. **PROVISO FOR REDEMPTION**

- (a) Upon the indefeasible payment in full of all the Secured Obligations by the Borrower(s) in the manner provided in the Loan Documents and hereunder, the Mortgagee shall at any time thereafter, with reasonable promptness from the date of the written request and at the expense of the Borrower(s) and/or the Mortgagor(s) and without recourse and without any representation or warranty of any kind, release, re-convey, re-grant and re-assign unto the Mortgagor(s) such of the Mortgaged Properties respectively from the security created hereunder as have not heretofore been sold or otherwise foreclosed, applied or released pursuant to this Deed, provided that such re-conveyance, re-assignment or release of the security created under this Deed shall not thereby affect or cause the re-assignment, re-transfer or release of any property or assets secured under any other mortgage or charge in favor of the Lender.
- (b) The reconveyance and reassignment on the repayment of the Secured Obligations, the conveyance and other deeds, documents and writings in case of the Mortgagor(s) Properties in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be created by the Mortgagee shall, if executed by any of the authorised officers of the Mortgagee, be deemed as good and effectual.

10. **ENFORCEMENT**

10.1 **Power of Mortgagee**

- (a) At any time on or after the occurrence of an Event of Default under any of the Loan Documents, the Mortgagee shall have the authority to act upon and enforce the provisions of this Deed or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto in different forum as appropriate and shall exercise all powers under this Deed in accordance with Indian law(s) and may exercise, without further notice and whether or not it shall have appointed a Receiver, all the powers and discretions hereby conferred either expressly or by implication on,



ट न न - ५
दस्त क्रमांक ००२१/२०१६
१९/११

Receiver (and in relation to express powers and discretions as if any reference to the Receiver were a reference to the Mortgagee) and all other powers conferred upon Receivers by law or otherwise.

(b) Without prejudice to the foregoing, the Mortgagee may also:

(i) appoint in writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the court is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by the Mortgagee or by an order of the court, or otherwise ceases to be the Receiver out of one of two or more Receivers:

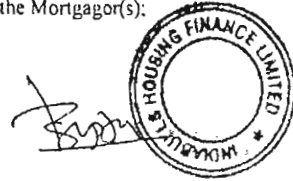
(ii) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof in its sole discretion on an installment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;

(iii) at any time on or after the occurrence of an Event of Default under any of the Loan Documents, enter into and take possession of any part of the Mortgaged Properties and any future property and assets comprised in the Mortgaged Properties and henceforth, the Mortgagor(s) shall take no action inconsistent with, or prejudicial to, the right of the Mortgagee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons and upon taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor(s) well and sufficiently indemnified, protected, defended and held harmless from and against all former and other estates, titles, claims, demands and encumbrances whatsoever unless caused by the fraud, gross negligence or willful default of the Mortgagee or that of its officers, agents or employees. The Mortgagee shall receive the rents, income and profits over the outgoings, first in payment of the expenses incurred in managing the Mortgaged Properties and thereafter in payment of the amounts accruing due to the Mortgagee under this Deed and the Mortgagor(s) shall take no action prejudicial to the right of the Mortgagee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons whatsoever;

(iv) substitute itself or its assignee for the Mortgagor(s) under any or all of the assigned contracts;

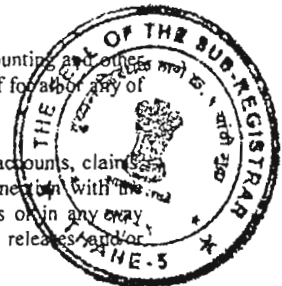
(v) give receipts for the property and assets comprising within the Mortgaged Properties;

sell by public auction or private treaty or otherwise dispose of or deal with the property and assets comprising the Mortgaged Properties in such manner, for such consideration and generally on such terms and subject to such conditions as the Mortgagee may think fit, with full power to convey, assign or otherwise transfer such property and assets on behalf of the Mortgagor(s) or other legal or registered owner. Any consideration may be in the form of cash, debentures, shares, stock or other valuable consideration and may be payable immediately or by installments spread over such period as the Mortgagee shall think fit so that any consideration received in a form other than cash shall forthwith on receipt be and become charged with the payment of the Secured Obligations. Equipments and other fixtures may be severed and sold, separately from the premises containing them and the Mortgagee may apportion any rent and the performance of any obligations affecting such premises sold without the consent of the Mortgagor(s):



<p>८ न न - ५</p> <p>दस्त क्रमांक ००२९/२०१७</p> <p>२०/११/११</p>

- (vii) insure and keep insured property and assets of an insurable nature comprised in the Mortgaged Properties against loss or damage by such risks and contingencies as the Mortgagee may think fit, in such manner and in all respects as the Mortgagee may think fit, and to maintain, renew or increase any insurances in respect of such property and assets;
- (viii) institute, prosecute and/or defend any proceedings, in the name of the Mortgagor(s) or otherwise, as may seem expedient;
- (ix) make and effect all repairs, renewals, alterations, improvements and developments, to or in respect of, the property and assets comprised in the Mortgaged Properties;
- (x) carry on, authorise or concur in the carrying on of the business of the Mortgagor(s) or any part thereof and to manage and conduct the same or appoint any Person to carry on and manage the same without being responsible for loss or damage;
- (xi) promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagor(s) or otherwise;
- (xii) make calls, conditionally or unconditionally, on the shareholders of the Mortgagor(s) in respect of uncalled capital;
- (xiii) make any arrangement, settlement or compromise or enter into any contracts;
- (xiv) appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional advisers, agents or employees for any of the said purposes at such salaries or for such remuneration and for such periods as the Mortgagee may determine and to dismiss any of the same or any of the existing staff of the Mortgagor(s) and to delegate to any person any of the powers hereby conferred on the Mortgagee;
- (xv) in the exercise of any of the powers granted to it hereby, to expend such sums as the Mortgagee may think fit and the Borrower(s) and/or the Mortgagor(s) shall forthwith on demand repay to the Mortgagee all sums so expended together with interest thereon, at the then prevailing Interest Rate under the Loan Agreement(s), from the time of the same having been paid or incurred, and until such repayment, such sums, together with such interest, shall be secured by this Deed;
- (xvi) have access to and make use of the premiums and the accounts and other records of the Mortgagor(s) and the services of its/their staff for any of the purposes set forth herein;
- (xvii) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Mortgagor(s) or the Mortgaged Properties or in any way relating to the security created hereunder and execute releases and/or discharges in relation thereto;
- (xviii) bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the said business or any part of the Mortgaged Properties;



ट न न - ५
 दस्तावेज क्र. 0829/2096
 29/02

(xix) subject to such consent as may be necessary, demise or let out, sub-let or under let the Mortgaged Properties, or any part or parts thereof for such terms, at such rents and generally in such manner and upon such conditions and stipulations as may appear necessary or proper to the Mortgagee in relation to any of the purposes aforesaid;

(xx) execute and do all such other acts, deeds and things as may appear necessary or proper to the Mortgagee in relation to any of the aforesaid purposes: and

(xxi) do all such other acts and things as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the security created by this Deed.

(c) The Mortgagee may, at any time and from time to time, delegate by power of attorney or in any other manner to any Person or Persons or fluctuating body of Persons, of all or any of the powers, authorities and discretions which are for the time being exercisable by such Mortgagee under this Deed in relation to the Mortgaged Properties or any part thereof and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as may be necessary or desirable, or that the Mortgagee may request.

10.2 Appointment of Receiver

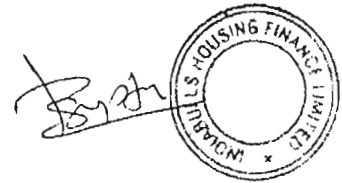
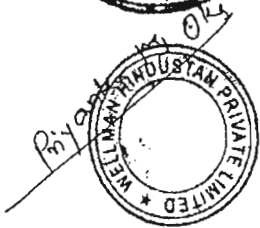
At any time on or after the occurrence of an Event of Default under any of the Loan Documents, the Mortgagee may, in writing either under seal or under the hand of a duly authorised officer, appoint any person or persons to be a Receiver of the Mortgaged Properties and may from time to time provide for his or their remuneration and may remove any Receiver so appointed (except where an order of the court is required therefor) and appoint another in his place. Where more than one Receiver is so appointed, any reference in this Deed to a Receiver shall apply to both or all of the receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

10.3 Powers of Receiver

The Mortgagor(s) shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration. The Mortgagee and the Receiver may, from time to time, be invested with such rights, powers and authorities and discretions exercisable by the Mortgagee as set forth herein or under law or as the Mortgagee may think expedient, which may be exercisable without further notice, including the following rights and powers and authorities:

(a) At any time on or after the occurrence of an Event of Default under any of the Loan Documents, to take possession of, collect and get in and give receipts for the property and assets comprising within the Mortgaged Properties;


at any time on or after the occurrence of an Event of Default under any of the Loan Documents, to sell by public auction or private treaty or otherwise dispose off or deal with the property and assets comprising the Mortgaged Properties in such manner, for such consideration and generally on such terms and subject to such conditions as the Receiver may think fit, with full power to convey, assign or otherwise transfer such property and assets on behalf of the Mortgagor(s) or other legal or registered owner. Any consideration may be in the form of cash, debentures, shares, stock or other valuable consideration and may be payable immediately or by installments spread over such period as the Receiver shall think fit so that any consideration received in a form other than cash shall forthwith on receipt be and become charged with the payment of the Secured Obligations. Equipment and other fixtures may be severed and sold, separately from the premises containing them and the Receiver



टलल - 4
 029/2090
 ee

may apportion any rent and the performance of any obligation on such premises sold without the consent of the Mortgagor(s);

- (c) to insure and keep insured, property and assets of an insurable nature comprised in the Mortgaged Properties against loss or damage by such risks and contingencies as the Receiver may think fit, in such manner in all respects as the Receiver may think fit, and to maintain, renew or increase any insurances in respect of such property and assets;
- (d) to institute, prosecute and/or defend any proceedings, in the name of the Mortgagor(s) or otherwise, as may seem expedient;
- (e) to make and effect all repairs, renewals, alterations, improvements and developments to or in respect of the property and assets comprised in the Mortgaged Properties;
- (f) to carry on or authorise or concur in the carrying on of the business of the Mortgagor(s) or any part thereof and to manage and conduct the same without being responsible for loss or damage;
- (g) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagor(s) or otherwise;
- (h) to make calls, conditionally or unconditionally, on the shareholders of the Mortgagor(s) in respect of uncalled capital;
- (i) to make any arrangement, settlement or compromise or enter into any contracts which the Receiver shall think expedient in the interests of the Mortgagee;
- (j) for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and for defraying any costs, charges, losses or expenses including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose in connection herewith, to raise and borrow money either unsecured or on the security of the Mortgaged Properties or otherwise and generally on such terms and conditions as he may think fit provided that:
 - (i) no Receiver shall exercise such power without first obtaining the written consent of the Mortgagee and the Mortgagee shall incur no liability to the Mortgagor(s) by reason of its giving or refusing such consent whenever, absolutely or subject to any limitation or conditions; and
 - (ii) no Person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed.
- (k) to appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional agents or employees for any of the said purposes at such salaries, remuneration and for such periods as the Receiver may determine and to delegate to any person any of the powers hereby conferred on the Receiver;
- (l) in the exercise of any of the powers granted to it hereby, to expend such sums as the Receiver may think fit and the Mortgagor(s) shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at the then prevailing Interest Rate under the Loan Agreement, from the time of the same having been paid or incurred, and until such repayment such sums, together with such interest, shall be secured by this Deed;

Piyanka M. Olu





OFFICE OF THE SUB-REGISTRAR
 DISTRICT OF DELHI
 SECTOR 14, ROHINI, DELHI-110085

टनन (m) ५
 दस्त क्रमांक ७४२७/२०१६
 २३/०९

to have access to and make use of the accounting and other records of the Mortgagor(s) and the services of its/their staff for all or any of the purposes set forth herein; and

all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the security created by this Deed and which the Receiver may lawfully do and to use the name of the Mortgagor(s) for all the purposes aforesaid.

10.4 Sale without Intervention of Court

Notwithstanding anything to the contrary herein contained, but subject to the provisions of Section 69(2) of the Transfer of Property Act, 1882, and without prejudice to all the other rights and remedies of the Mortgagee according to law or under these presents, it shall be lawful for the Mortgagee or a Receiver or any of its authorized officers acting on its behalf at any time without the further consent of the Mortgagor(s), without the intervention of the court and either by public auction or private treaty to:

- (i) sell or to concur in the sale of the Mortgaged Properties, or any part or parts thereof, and any future assets comprised in these presents or any part thereof and either with or without any special conditions or evidence of title or otherwise as the Mortgagee may deem proper and also with full power to postpone such sale from time to time and to buy the Mortgaged Properties or any part thereof at any sale by public auction or to rescind or vary and by contract for sale and to resell the same with the power to buy or obtain assignment of the Mortgaged Properties from time to time or assign any assets comprised in the Mortgaged Properties or any part thereof with liberty to make any arrangements as to the removal of any property from the land, building and structures (to the extent permitted by the terms and conditions of each lease) and with liberty also to make such conditions or stipulations respecting title or evidence of title or other matters as the Mortgagee or Receiver may deem fit and also to concur with any other Person in taking any of the foregoing actions;
- (ii) acquire or obtain assignment of any property at any sale and to dispose of the Mortgaged Properties without being answerable or accountable for any loss or diminution in price occasioned thereby, and to give all such receipts or discharges for the monies paid and do all such acts, deeds and things or completing the sale; and
- (iii) execute all such agreements, deeds, documents, assurances and to give all such receipts or discharges for the moneys paid and do all other acts, deeds and things for completing the sale or assignment which the Mortgagee and/or the Receiver shall deem appropriate.

10.5 Receiver to Conform to Mortgagee's Directions

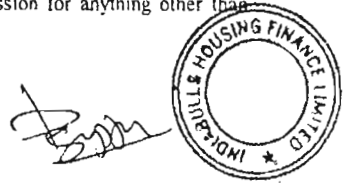
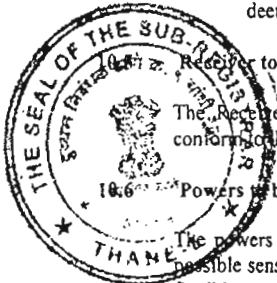
The Receiver shall in the exercise of the Receiver's powers, authorities and discretions conform to the directions and regulations from time to time given or made by the Mortgagee.

10.6 Powers to be Given Wide Construction

The powers of the Mortgagee and the Receiver hereunder shall be construed in the widest possible sense to the intent that the Mortgagee and the Receiver shall be afforded as wide and flexible a range of powers as possible.

10.7 Liability to Account for Actual Receipts Only

The Mortgagor(s) do/does hereby expressly agree with the Mortgagee that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Mortgagor(s) to account as a mortgagee-in-possession for anything other than



actual receipts which have not been distributed or paid to the Borrower(s) and/or the Mortgagor(s) or the Persons entitled at the time of payment reasonably considered by the Mortgagee to be entitled thereto, or be liable for any loss or for any default or omission of which a mortgagee-in-possession might be liable.

दस्तावेज - ५
दस्ता क्रमांक ७४२९/२०१७
२४/११/१९

10.8 No Liability for Losses

Neither the Mortgagee nor the Receiver shall be liable in respect of any loss, involuntary or otherwise, which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of their respective rights, powers, authorities, discretions and trusts that may be vested in the Mortgagee unless such damage or loss is caused by fraud, gross negligence or willful default by the Mortgagee or the Receiver, as the case may be, in the exercise of their respective powers hereunder.

10.9 Purchaser Not Bound to Enquire

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Mortgagee or the Receiver to exercise any of the powers hereby conferred has arisen or not, or be concerned with the propriety or regularity of the exercise thereof or be concerned with notice to the contrary, or be concerned or responsible for the application of any monies received by the Mortgagee or the Receiver, and the receipt of the Mortgagee or the Receiver for any monies paid to it shall be a good and sufficient discharge to the person paying the same.

10.10 Identification

The Mortgagor(s) shall upon request of the Mortgagee cause, and upon occurrence of an Event of Default under any of the Loan Documents, the Mortgagee may itself cause, to be painted or in some other way affixed the name of the Mortgagee upon the Mortgaged Properties or cause a board or boards with the name of the Mortgagee legibly and distinctly painted or written thereon to be placed and at all times maintained in a conspicuous position upon and within all the premises of the Mortgagor(s) into or upon which the Mortgaged Properties shall be located during the continuance of this Deed.

10.11 Application of the Transfer of Property Act, 1882

- (a) It is hereby agreed and declared that all powers, provisions and trusts and powers ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this Deed.
- (b) It is expressly agreed amongst the Parties hereto that sections 65-A and 67-A of the Transfer of Property Act, 1882 shall not apply.

11. APPLICATION OF RECEIPTS

11.1 Order of Priority

All monies received by the Mortgagee or the Receiver hereunder, whether in whole or in part, or as a result of the enforcement of the security constituted hereunder, to be applied in or towards satisfaction of the Secured Obligations shall be applied in the manner set out in the Loan Agreement(s).



11.2 Shortfall in Receipts

In the event that the monies received by the Mortgagee or the Receiver hereunder are insufficient to discharge the Secured Obligations, the Mortgagor(s) hereby agree/agrees that upon receipt of a written demand from the Mortgagee setting forth the balance of the Secured Obligations which remains due and outstanding, the Mortgagor(s) shall forthwith pay such balance to the Mortgagee, and upon receipt of the same, the Secured Obligations shall *pro tanto* stand satisfied. Nothing herein contained shall derogate from, qualify or otherwise

Priyanka M. Oku

ढ न न	prejudicially affect the right of the Mortgagee to demand from the Mortgagor(s), upon the occurrence of an Event of Default under any of the Loan Documents, the Secured Obligations notwithstanding that all or some of the Mortgaged Properties may not have been realized.
दस्तावेज क्रमांक १२७/२०१७	
२५/११	Any surplus monies remaining after discharge in full of the Secured Obligations shall be held in trust for the Mortgagor(s).

11.4 Application of Receipts

All monies received by the Mortgagee from the Borrower(s) and/or the Mortgagor(s) or any Person may be applied by the Mortgagee to such account or liability hereby undertaken to be paid or otherwise hereby secured as the Mortgagee may from time to time determine whether or not the same shall have become due and whether or not the security created by this Deed shall have become enforceable.

12. POSSESSION OF THE MORTGAGED PROPERTIES

At any time on or after the occurrence of an Event of Default under any of the Loan Documents, it shall be lawful for the Mortgagor(s) to retain possession of and use the property and assets comprising the Mortgaged Properties until such time as the Mortgagee shall be entitled to take possession thereof under this Deed. The Mortgagee shall be entitled to take immediate possession of the Mortgaged Properties as per the applicable laws upon the enforcement of the mortgage created by or pursuant to this Deed.

13. TAXES AND OTHER DEDUCTIONS

All sums payable by the Mortgagor(s) under this Deed shall be paid in full without set-off or counterclaim or any restriction or condition, and free and clear of any tax or other deductions or withholdings of any nature. If the Mortgagor(s) is/are required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Mortgagor(s) shall, together with such payment, pay such additional amount as will ensure that the Mortgagee receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Mortgagor(s) shall promptly forward to the Mortgagee copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

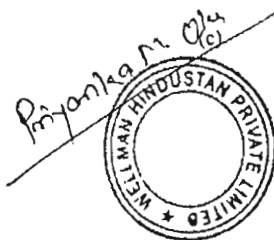
14. COSTS, CHARGES AND EXPENSES

The Borrower(s) and/or the Mortgagor(s) shall, from time to time, forthwith on demand pay to or reimburse the Mortgagee or the Receiver as the case may be together with interest thereon at the then prevailing Interest Rate under the Loan Agreement(s) for:



(a) all costs, charges, fees and expenses including legal and other fees on a full indemnity basis and all other out-of-pocket expenses incurred by the Mortgagee or the Receiver in connection with the preparation, execution and delivery of this Deed, any other documents required in connection herewith, any other lien, guarantee or other security for the Secured Obligations and any amendment to, or extension of, or giving of any consent or waiver in connection with this Deed;

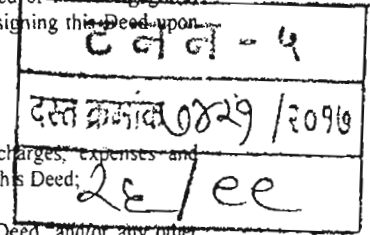
(b) all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed and any document, act and registration performed hereto or thereto, if and when the Borrower(s) and/or the Mortgagor(s) may be required to pay the same according to the laws for the time being in force in the State in which the properties are situated;



(c) all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Mortgagee or the



Receiver in exercising any of its or their rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise protecting, perfecting, preserving or enforcing its or their rights hereunder in connection with the preservation or attempted preservation of the Mortgaged Properties or in defending any claims brought against it or them in respect of this Deed for the Mortgagor(s) interest in the Mortgaged Properties or in releasing or re-assigning this Deed upon payment of all monies hereby secured;



- (d) all remuneration payable to the Receiver;
- (e) until payment of the foregoing in full, all such costs, charges, expenses and remuneration shall be secured, and continue to be secured by this Deed;
- (f) Notwithstanding anything to the contrary contained in this Deed and/or any other deed / agreement between the Mortgagor(s) and the Mortgagee, the Mortgagor(s) agrees and undertakes to pay stamp duty, additional stamp duty, registration fees, penalty thereon and any other charges whatsoever to the Mortgagee payable in regard to this Deed.

Further, the Mortgagor(s), within 3 (Three) days of demand by the Mortgagee, undertakes to indemnify the Mortgagee against any cost, stamp duty, additional stamp duty, registration fees, penalty thereon, cost, expenses, any other loss (including interest) and /or liability arising due to the reason of non payment and /or short/under payment of stamp duty and /or registration fees in respect of this Deed.

15. INDEMNITIES

15.1 General Indemnity

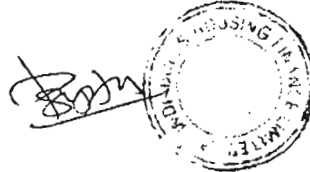
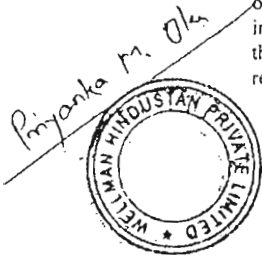
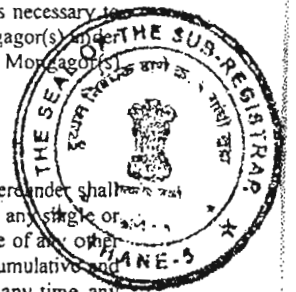
The Borrower(s) and/or the Mortgagor(s) shall indemnify and keep indemnified the Mortgagee and the Receiver against all actions, proceedings, claims, demands, losses, liabilities, damages, costs and expenses (unless such losses, liabilities, damages, costs and expenses have resulted from gross negligence or willful misconduct of the Mortgagee or any of its directors, officers, employees or agents) incurred by it or them in the due execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or raised in respect of any non-performance of or non-observance of any of the undertakings and agreements on the part of the Mortgagor(s) herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Mortgaged Properties.

15.2 Payment and Security

The Mortgagee may retain and pay out of any money in its possession all sums necessary to effect the indemnities contained in this Deed and all sums payable by the Mortgagor(s) under this Deed shall form part of the monies hereby secured. The obligations of the Mortgagor(s) under this Deed shall survive the Debt Discharge Date.

16. WAIVER AND SEVERABILITY

No failure or delay by the Mortgagee in exercising any right, power or remedy hereunder shall extinguish such right, power or remedy or operate as a waiver thereof, nor shall any partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law. If at any time any provision of this Deed is or becomes illegal, invalid, or unenforceable in any respect under the law or any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Deed, shall not be affected or impaired thereby. In the event that any of the terms or provisions, or portions or applications thereof, of this Deed are held to be prohibited, unenforceable or invalid under any law, a reasonable adjustment in such term or provision of this Deed shall be made with a view



ट न न
 दस्त क्रमांक 2029/2096
 17.1 Discharges and Releases
 26/09/20

towards effecting the purpose of such terms and provisions of this Deed, and the enforceability and validity of the remaining terms and provisions, or portions or applications hereof, shall not be affected thereby.

MISCELLANEOUS
 17.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee and the Borrower(s) and/or the Mortgagor(s), if any security, disposition or payment granted or made to the Mortgagee in respect of the Secured Obligations by the Borrower(s) and/or Mortgagor(s) or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Mortgagee shall be to the extent permitted by applicable law hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

17.2 Amendment

Any amendment or waiver of any provision of this Deed and any waiver of any default under this Deed shall only be effective if made in writing and signed by the Mortgagee.

17.3 Other Remedies

The rights and remedies conferred upon the Mortgagee under this Deed:

- i. shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Deed, be entitled; and
- ii. shall not be prejudiced by any other rights or remedies to which the Mortgagee may, independently of this Deed, be entitled or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Mortgagee.

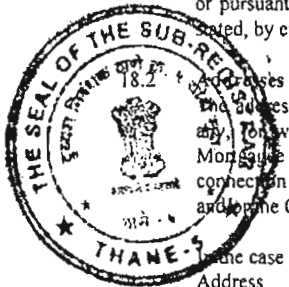
17.4 Transfer

The Mortgagor(s) shall not assign any of its rights hereunder.

18. NOTICES

18.1 Communications in writing

Any communication and/or document(s) to be made or delivered under or in connection with or pursuant to this Deed and/or applicable laws shall be made or delivered, unless otherwise stated, by email, fax, physical letter/document(s) or in any other electronic/digital form.



18.2 The address, email address, phone and fax number (and the department or officer/person, if any, to whose attention the communication is to be made) of the Mortgagor(s) and the Mortgagee for any communication and/or document(s) to be made or delivered under or in connection with or pursuant to this Deed and/or applicable laws is, in case of the Mortgagor(s) and the Obligor(s), mentioned in Schedule I of this Deed; and

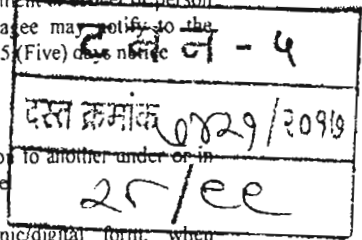
In case of the Mortgagee:

Address : M - 62 & 63, 1ST Floor, Connaught Place, New Delhi 110001.
 Phone : 011-30252900; Fax: 011-30252901;
 Attention of : Company Secretary

Piyanka M. Oka



or any substitute address, email address, phone, fax number or department name, officer or person as the Mortgagor(s) may notify to the Mortgagee (or the Mortgagee may notify to the Mortgagor(s), if a change is made by the Mortgagee) by not less than 5 (Five) days notice



18.3 Delivery

18.3.1 Any communication or document(s) made or delivered by one person to another under or in connection with the Deed and/or applicable laws will only be effective

a) if by way of fax, email or in any other electronic/digital form, when received/delivered in legible form; or

b) if by way of physical letter/document(s), when it has been delivered to the addressee(s) or left at the relevant address or 3 (Three) days after being sent by the registered post, speed post or courier.

and if a particular department or officer/person is specified as part of its address details provided as aforesaid, if addressed to that department or officer/person.

18.3.2 Any communication or document(s) to be made or delivered to the Mortgagee will be effective only when actually received by the Mortgagee and then only if it is expressly marked for the attention of the department or officer identified with the Mortgagee's signature below (or any substitute department or officer as the Mortgagee shall specify for this purpose).

18.3.3 Any communication or document(s) made or delivered to the Mortgagor(s) and/or the Obligor(s) in accordance with this Clause will be deemed to have been made or delivered to it.

18.4 English language

18.4.1 Any notice/communication given under or in connection with or pursuant to the Deed and/or applicable laws must be in English.

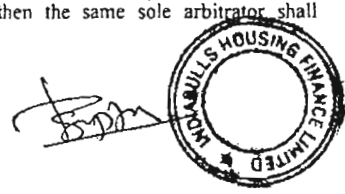
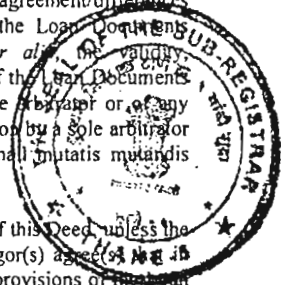
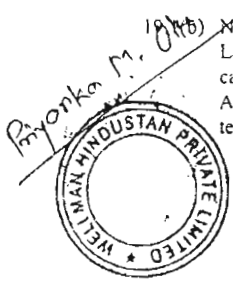
18.4.2 All other document(s) provided under or in connection with the Deed must be in English.

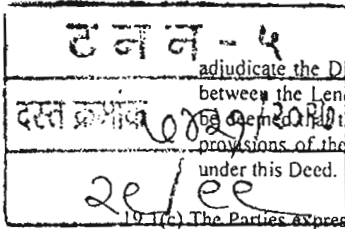
18.5 Notwithstanding anything to the contrary, (a) any notice to the Borrower(s) and/or to the other Obligor(s) by the Lender shall be deemed to be a notice to the Mortgagor(s) (under this Deed and/or the other Loan Documents), and/or (b) the Mortgagor(s) specifically agree that a notice of 1(one) working day shall be a reasonable notice to the Mortgagor(s) by the Lender for the purposes of inter alia, exercising any of the rights and remedies by the Lender as mentioned in the Loan Documents (including this Deed) and/or under law as deem fit by the Lender at its sole and absolute discretion.

19. ARBITRATION

19.1(a) Notwithstanding anything to the contrary in the Loan Documents (including this Deed) but subject to Clause 19.1 (b) below, the Parties agree that if any dispute/disagreement/differences ("Dispute") arises between the Parties during the subsistence of the Loan Documents (including this Deed) and/or thereafter, in connection with, *inter alia*, the valid interpretation, implementation and/or alleged breach of any provision of the Loan Documents (including this Deed), jurisdiction or existence/appointment of the sole arbitrator or of any nature whatsoever, then such Dispute shall be resolved through arbitration by a sole arbitrator and the arbitration clause as mentioned in the Loan Agreement(s) shall mutatis mutandis apply.

19.1(b) Notwithstanding anything to the contrary contained in Clause 19.1 (a) of this Deed, unless the Lender/Mortgagee otherwise agree(s)/informs in writing, the Mortgagor(s) agree(s) that in case the sole arbitrator has been nominated / appointed in terms of the provisions of the Loan Agreement(s) or steps have been initiated for nomination/appointment of the sole arbitrator in terms of the provisions of the Loan Agreement(s), then the same sole arbitrator shall





adjudicate the Dispute, if any, between the Mortgagor(s) and the Lender (and the dispute(s) between the Lender/Mortgagee and the Borrower(s) and/or the other Obligor(s)) and it shall be deemed that the said sole arbitrator (who has been nominated / appointed in terms of the provisions of the Loan Agreement(s)) has been nominated/ appointed as the sole arbitrator under this Deed.

19.1(c) The Parties expressly agree that, in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always deemed to be the sole means for securing the appointment/nomination of the sole arbitrator, without recourse to any other alternative mode of appointment/nomination of the sole arbitrator.

19.2 The place of the arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language.

19.3 The arbitrator's award shall be in writing. The arbitrator shall also decide on the costs of the arbitration proceedings.

19.4 The award shall be binding on the Mortgagor(s) and the Mortgagee subject to the applicable laws in force and the award shall be enforceable in any competent court of law. Any notice required to be given by the Mortgagor(s) and/or the other Obligor(s) in respect of the arbitration under the Loan Documents shall be jointly given by the Obligor(s) to the Lender.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing Law

This Deed is governed by and construed in accordance with the laws of India.

20.2 Exclusive Jurisdiction

20.2.1 Subject to Clause 19 ("Arbitration"), the Mortgagor(s) agrees that the courts and tribunals as mentioned in Schedule I shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, legal action or proceedings (collectively referred to as "Proceedings") arising out of or in connection with this Deed may be brought in such courts and tribunals and the Mortgagor(s) irrevocably submits to and accepts for itself/themselves and in respect of its/their property, generally and unconditionally, the exclusive jurisdiction of those courts and tribunals.

20.2.2 The Mortgagor(s) irrevocably waives any objection, now or in future, to the laying of the venue of any Proceedings in the courts and tribunals as stated above. any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in courts and tribunals as stated above, shall be conclusive and binding upon it/them and may be enforced in any courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit or in any other manner provided by law. In such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

20.2.3 Nothing contained herein in this Deed, shall limit any right of the Mortgagee to take Proceedings in any other court and tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, and the Mortgagor(s) irrevocably submits to and accepts for itself/themselves and in respect of its/their property, generally and unconditionally, the jurisdiction of such court and tribunal, and the Mortgagor(s) irrevocably waives any objection it/they may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.



Priyanka M. D.



20.2.4 The Mortgagor(s) hereby consents generally in respect of any proceedings arising out of or in connection with any Loan Documents to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (including its use or intended use) of any order or judgment which may be made or given in such proceedings.

30/09/2010
30/ee

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

21. ASSIGNMENT BY THE LENDER

Notwithstanding anything to the contrary in the Loan Documents and herein, the Parties agree that, without any approval of or prior notice to the Borrower(s) and/or the Mortgagor(s), the Lender shall may sell, securitize, transfer, encumber and/or assign any of its rights and obligations under the Loan Documents and this Deed (including the amounts payable, in full or in part, by the Borrower(s) with or without any of the Securities/Mortgaged Properties for the same) to any person/entity and on such terms and conditions as the Lender, in its sole and absolute discretion deems fit.

22. DISCLOSURE BY MORTGAGOR(S)

The Mortgagor(s) hereby undertake that it shall disclose, in all advertisements, pamphlets, brochures etc., in relation to the Mortgaged Properties and/or any constructed portion thereon, the following information viz ;

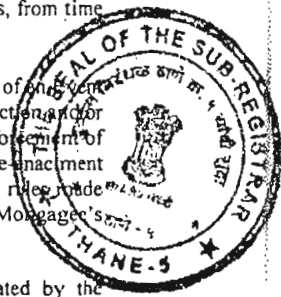
- 22.1.1 the name of the Lender and any other lenders (if any) in whose favour the security of the Mortgaged Properties has/have been created by the Mortgagor(s), from time to time;
- 22.1.2 the fact that the Mortgaged Properties and/or any constructed portion thereon is mortgaged in favour of the Lender and/or other lenders (if any);
- 22.1.3 a statement that the Mortgagor(s) shall provide a no-objection certificate (NOC)/permission of the Lender and other lenders (if any) for the sale of any land, constructed portion, flats and/or units, forming part of the Mortgaged Properties;
- 22.1.4 and any other information that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.


Further the Mortgagor(s) shall also append to such advertisement, all the information relating to the security of the Mortgaged Properties that may be required to be furnished in accordance with any applicable law, rule, regulation or guidelines of the concerned authorities, from time to time.

23. Notwithstanding anything to the contrary contained hereinbefore, upon happening of an event of Default under the Loan Documents, the Mortgagee shall be entitled to initiate action and/or proceed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (including any statutory modification, amendment or re-enactment thereof for the time being in force and as may be enacted from time to time) and rules made thereunder, if applicable, against the Mortgagor(s) and/or for enforcement of the Mortgagee's rights with respect to the Mortgaged Properties.

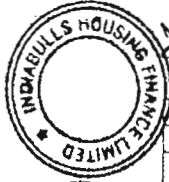
24. The mortgage under this Deed is in addition to any other mortgage(s) created by the Mortgagor(s) over the Mortgaged Properties in favour of the Lender.

Poojanka M. Oza

[Signature]


SCHEDULE I



S. No.	Items	Description
1.	Date of the Deed	
2.	Mortgagor(s)	Name: M/s. Wellman Hindustan Private Limited Constitution: Company Corporate identity number: U99999MH1973PTC016585 Permanent account number: AAACW0370L Registered office address: 1st Floor, Tower 3, Equinox Business Park, off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai - 400070
3.	Loan Agreement(s)	As mentioned in Schedule III hereunder.
4.	Borrower(s)	As mentioned in Schedule III hereunder.
5.	Co-Borrower(s)	As mentioned in Schedule III hereunder.
6.	Amount secured under this Deed	Rs. 750,00,00,000/- (Rupees Seven Hundred Fifty Crore only) (being the Loan(s) under the Loan Agreement(s) plus interest, default interest, fee, commitment fee, upfront fee, cost, charges and all other amounts payable to the Mortgagee in respect of or in connection with the Loan(s) under the Loan Documents.
	Address of the Mortgaged Properties	As mentioned in Schedule II.
8.	Exclusive Jurisdiction	New Delhi
9.	Notice to the Mortgagor(s):	Name: M/s. Wellman Hindustan Private Limited Registered Office Address: 1st Floor, Tower 3, Equinox Business Park, off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai - 400070 Fax: 022 6666 9432 Email address: girish.sathe@essar.com Attention of: Mr. Girish Sathe
10.	Place of execution of this Deed:	Mumbai

ट न न - ५
दस्त क्रमिक ७४२९/२०१७
३१/९९



**SCHEDULE II
MORTGAGED PROPERTIES**

ट न न - ५
दस्त क्रमांक १०२९ / २०१०
१०/११

All that pieces or parcels of land/properties as under together with all the present and/or future structures, buildings, furniture, fixtures, fittings, standing and/or plant and machinery installed or to be installed and/or constructed/to be constructed thereon and all the present and future rights, title and/or interests of the M/s. Wellman Hindustan Private Limited therein:

New Survey Nos. 39, 40, 41/1 (Old Survey Nos. 140, 141 and 142 respectively) situated at Village Dhokali, Taluka Thane, District Thane admeasuring around 6 acres 24 guntas (i.e. 26,780 square meters) owned by M/s. Wellman Hindustan Private Limited and butted and bounded by in the:

a) New Survey No. 39 admeasuring 1 acres 3.99 guntas (ie 4,450 sq.mtr) butted and bounded by in the:

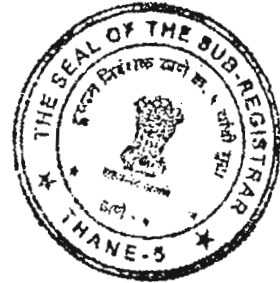
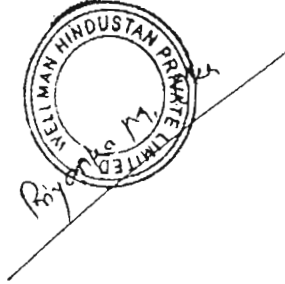
North: Survey no 234 of village Balkum
East: Survey no 41 of village Dhokali
West: Survey no 136 of village Balkum
South: Survey no 304 of village Dhokali

b) New Survey No. 40 admeasuring 0 acres 22.04 guntas (ie 2,230 sq.mtr) butted and bounded by in the:

North: Survey no 41 of village Dhokali
East: Survey no 41 of village Dhokali
West: Survey no 41 of village Dhokali
South: Survey no 309 of village Dhokali

c) New Survey No. 41/1 admeasuring 4 acres 38.68 guntas (ie 20,100 sq.mtr) butted and bounded by in the:

North: Partly by S.No. 235 (PT) and Partly by Boundary of village Balkum
East: Survey no 40 of village Dhokali
West: Survey no 234 of village Balkum
South: Survey no 309 of village Dhokali



दस्तावेज क्र. 0829/2096
33/11/17

SCHEDULE III
Loan Agreement(s)

Agreement(s) Date	Name of the Lender	Name of the Borrower(s)	Name of the Co-Borrower(s)	Loan(s)
January 11, 2017	Indiabulls Housing Finance Limited	Name: Essar Properties Private Limited Constitution: Company Address/Registered Office Address: Chennai House, 5th Floor, New No. 7, Esplanade, Chennai 600108, Tamil Nadu Corporate Identity Number (if applicable): U93090TN1983PTC019552 Permanent Account Number: AAACEO893Q	Not applicable	Upto 100,00,00,000/- (Rupees One hundred Crore only)
January 11, 2017	Indiabulls Housing Finance Limited	Name: Essar Properties Private Limited Constitution: Company Address/Registered Office Address: Chennai House, 5th Floor, New No. 7, Esplanade, Chennai 600108, Tamil Nadu Corporate Identity Number (if applicable): U93090TN1983PTC019552 Permanent Account Number: AAACEO893Q	Not applicable	Upto 160,00,00,000/- (Rupees One hundred Sixty Crore only)
January 11, 2017	Indiabulls Housing Finance Limited	Name: Essar Properties Private Limited Constitution: Company Address/Registered Office Address: Chennai House, 5th Floor, New No. 7, Esplanade, Chennai 600108, Tamil Nadu Corporate Identity Number (if applicable): U93090TN1983PTC019552 Permanent Account Number: AAACEO893Q	Not applicable	Upto 180,00,00,000/- (Rupees One hundred Eighty Crore only)
January 11, 2017	Indiabulls Housing Finance Limited	Name: Essar Properties Private Limited Constitution: Company Address/Registered Office Address: Chennai House, 5th Floor, New No. 7, Esplanade, Chennai 600108, Tamil Nadu Corporate Identity Number (if applicable): U93090TN1983PTC019552 Permanent Account Number: AAACEO893Q	Not applicable	Upto 230,00,00,000/- (Rupees Two hundred Thirty Crore only)
January 11, 2017	Indiabulls Housing Finance Limited	Name: Essar Properties Private Limited Constitution: Company Address/Registered Office Address: Chennai House, 5th Floor, New No. 7, Esplanade, Chennai 600108, Tamil Nadu Corporate Identity Number (if applicable): U93090TN1983PTC019552 Permanent Account Number: AAACEO893Q	Not applicable	Upto 80,00,00,000/- (Rupees Eighty Crore only)



Prasanna



Prasanna

IN WITNESS WHEREOF, the Parties have affixed its/their signatures through its/their authorised signatory /duly constituted attorney/authorized official on the date mentioned in Schedule I of this Deed.

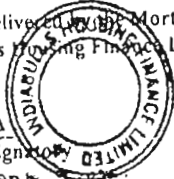
Signed and delivered by the Mortgagor(s):
For M/s. Wellman Hindustan Private Limited



Wellman Hindustan Private Limited
Priyanka M. Ojha
Director / Authorised Signatory

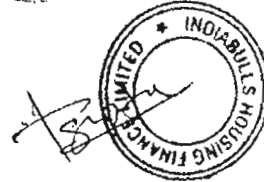
Authorised Signatory
Name: Priyanka Ojha

Signed and delivered by the Mortgagee:
For Indiabulls Housing Finance Limited



[Signature]

Authorised Signatory
Name: Prigant



WITNESSES:

1. *[Signature]*
Name: Anil Singh
Occupation: SERVICE
Address: Jyoti Society, 80, Vaidya Marg
PAN: BKOP58760H

[Signature]
Name: GIRISH KUMAR PURCHIT
Occupation: SERVICE
Address: Dhayander (W), Stone 40101
PAN: BRKPK4240E

ट न न - ५
दस्त क्रमांक ७२१२०१७
३०/११



ट न न - ५
दस्त क्रमांक ७४२९/२०१७
३५/६६



Indiabulls

Indiabulls Housing Finance Limited
Sanction Letter

ट न न - ५

दस्त क्रमांक ७४२९/२०१७

३६/६६

Date: December 24, 2016

To

M/s. Essar Properties Private Limited
Chennai House, 5th Floor, New No. 7,
Esplanade, Chennai 600108,
Tamil Nadu

Dear Sir/Madam,

Subject: Sanction of loan

With reference to your application for the loan and the subsequent discussions, we are pleased to advise that we have sanctioned you a loan of Rs. 100,00,00,000/-

Borrower(s)	Essar Properties Private Limited
Lender	Indiabulls Housing Finance Limited
Mortgagor(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited. 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Hypothecator(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited. 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Pledgor(s)	1. Essar Properties Private Limited 2. Girishan Investment Private Limited
Purpose	Construction and/or development of housing/residential projects
Loan Amount	Rs 100,00,00,000/- (Rupees One Hundred Crores only)
Tenor	Not exceeding 110 months from the date of first of disbursement
Rate of Interest	Linked to IHFL LFRR as Sub 550 bps (current IHFL LFRR is 18.75% p.a. and the applicable Rate of Interest shall be 13.25 % p.a.p.m)
Repayment Terms	<ul style="list-style-type: none">Interest on the outstanding principal to be paid monthly throughout the loan tenorStaggered repayment of Principal



Indiabulls Housing Finance Limited

CIN : 165922DL2005PLC136029

Corporate Office: "Indiabulls House" 44B-451, Udyog Vihar, Phase-V, Gurugram - 122016, Telephone No.: 18002007777 (Toll Free) Fax: (0124) 6681111
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail: home loans@indiabulls.com, Website: www.financialindiabulls.com

Security Details		Equitable mortgage of the following properties			
		Address of Property	Plot Area (Sq. Yds.)	BUA (Sq. Ft.)	Owned by
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ट न न - ५ </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> दस्त क्रमांक ००२९ / २०१७ </div> <div style="border: 1px solid black; padding: 5px;"> ३०/११ </div>		Aegis Ltd, Essar House, Ellisbridge, Ahmedabad		48,660	Essar Properties Gujarat Private Limited
		Aegis Ltd., Y- 16, Block EP, Sector V, Kolkata		60,280	Sinter Keramos & Composites Private Limited
		A-5 sectore 3 Noida		60000	Essar Properties Private Limited
		Mouza Mango, Jamshedpur		66,260	Girishan Traders Private Limited
		Tees January Marg	10,990	7,000	Prajesh Marketing Private Limited
		Lajpat Nagar	1,000	18,000	Essar Properties Private Limited
		Total	11,990	285,200	
		<ul style="list-style-type: none"> Registered mortgage of 8.3 acres of land in Thane with all the present and future title, interests and rights of M/s. Wellman Hindustan Private Limited along with any present or future construction thereon Hypothecation of receivables from sale/lease/transfer of mortgaged properties Pledge of 99.99 % Equity Share of Essar Properties Gujarat Private Limited. Pledge of 99.99% shares of Prajesh Marketing Private Limited held by Essar Properties Private Limited. Pledge of 99.99% Equity Share of Girishan Traders Private Limited. Pledge of 99.99 % Equity Share of Sinter Keramos & Composites Private Limited Pledge of 97.20 % Equity shares of Essar Properties Private Limited 			
Additional Conditions	<ul style="list-style-type: none"> The Borrower/Obligor undertake to obtain a written No Objection Certificate ("NOC") from the Lender prior to, <i>inter alia</i>, any agreement(s)/contract(s) for/of sale, transfer, allotment, lease and/or assignment of the Security (or any part thereof). Undertaking that within seven days from the date of first disbursal or prior 				



ट न न - ५

दस्त क्रमांक ०४२९ / २०१७

	to such date(s) as specified/agreed by the Lender, the Obligor(s) shall create or shall cause to be created adequate security as required by the Lender.
Pre-disbursement Conditions	<ul style="list-style-type: none"> Execute all documents, submit undertaking(s) and comply with such other conditions like opening specific accounts as may be required by the stipulated terms and conditions. Provide an affirmation that all its permissions/ MOUs/ Agreements/ deeds and other Project documents executed by it are current and there is no dispute or default committed by any of the parties to such agreements. Valuation reports from Lender empanelled Valuers to be provided in a form and manner satisfactory to Lender.
Prepayment Charges	1% prepayment premium to be charged on the prepaid amount
Cost & Expenses	All out of pocket expenses like valuation, title search report, legal expenses, site visit, etc. to be borne by the borrower.
Penal Charges	2% per month
Insurance	Insurance of all Mortgaged Properties, mortgaged/charged in favour of, the Lender against loss or damage for risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full replaceable value of the Mortgaged Properties (mortgaged/charged in favour of the Lender). The policy shall be assigned to Indiabulls Housing Finance Ltd. as per the insurance practices.
Inspection	To authorize the representative(s) of M/s. Indiabulls Housing Finance Limited to visit the above mentioned property as and when required

Disbursement Conditions:

- List of directors and shareholders of the Borrowing company & Co-Borrower company & Guarantor Companies-if applicable
- Net worth statement/Balance sheet of Borrower & all the Co-Borrowers / Guarantors.
- Consent Letter from the company owning the property for taking the property as security against the loan granted to the borrowing entity.
- Letter from company owning the property authorizing the representative of M/s Indiabulls Housing Finance Ltd to visit the premises of the property offered as security as and when required.
- Signature verification of director / all the authorized signatory/ies, who will sign the loan documents & board resolution on behalf of the Borrowers, Co-Borrower, Corporate Guarantor, duly certified by their respective bankers.
- A certified true copy of all requisite resolution(s)/authorization(s) of, inter alia, the board of directors and/or the shareholders of the Borrower(s), the Co-Borrower(s), the Guarantor(s), the Pledgor(s), the Mortgagee(s), the Hypothecator(s) and/or other security provider(s) under all applicable law(s) including the Companies Act, 2013, authorising, inter alia, the borrowing, creation of security/pledge, providing guarantee, etc and the execution of, all agreements and other documents would be required.
- A letter/ certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for purchase of land or for any other speculative purpose.
- Demand Promissory Note
- Letter of Continuity for DP Note
- Loan Agreement
- Registered / Equitable Mortgage Deed



ट व न - ५
दस्तावेज क्रमांक 0829/2096
12. Copies of all approvals from competent authorities regarding conversion of land from agricultural to non agricultural.



13. Copies of sanction plan approved by competent authorities.
14. Copies of English translation (duly notarised) of all the documents relating to property/ies offered as security/ies.
15. Vetting of Original property documents by empanelled lawyer of Indiabulls Housing Finance Ltd
16. The sign-board of Indiabulls to be displayed prominently on the mortgaged property & in case of plot of land duly demarcated by a boundary wall.
17. Insurance policy of immovable & movable fixed assets – Duly assigned in our favour for an amount more than the Loan sanctioned.
18. Form CHG-1 for creation of charge over the security offered to Indiabulls Housing Finance Ltd as security to be filed with ROC within the stipulated time period. The onus for filing the charge with ROC rests with the borrower.
19. Self attested copy of latest annual return of Borrower / Co-Borrower / Guarantor Company along with ROC acknowledgement receipt.
20. Self attestation of all the photocopies (incl. KYC documents) of Borrower, Co- Borrower, Guarantor & authorized signatory/ies
21. Submission of latest financials of the Borrower.
22. Notwithstanding anything stated elsewhere in this letter or otherwise, Indiabulls Housing Finance Ltd (herein referred as 'IHFL') reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.
23. IHFL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances: -
 - a) if there is any material change in the purpose/s for which the loan/facility has been sanctioned.
 - b) in the sole judgment of IHFL, any material fact has been concealed and/or become subsequently known.
 - c) any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
 - d) there is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by IHFL to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
 - e) the legal / technical report on the property or any other verification report on the borrower / co-applicant / guarantor is not to the satisfaction of IHFL in its sole & absolute discretion.
 - f) if IHFL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.
24. The loan and interest shall be paid as stated above. However, IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.
25. IHFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions.
26. IHFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of installments at the request of the Borrower.
27. Further, kindly note that the Lender reserves its right to appropriate the amounts received from you towards payment/repayment of the amounts due under the Loan Documents in the following order of priority
 - a. Firstly, towards costs and expenses, if any, incurred/to be incurred by the Lender;
 - b. Secondly, towards additional interest, default interest, interest and/or other amounts (other than outstanding Loan Amount) payable by you under the Loan Documents; and
 - c. Thirdly, towards the outstanding Loan Amount payable by you under the Loan Documents.
28. This sanction letter is valid for 30 days for acceptance from the date of its issuance.



ढनन-ॡ
दसुत ढुननंक ०१२१/२०१०
००/००

Please sign the duplicate copy of this sanction letter as a token of your acceptance of the terms and conditions mentioned, duly signed by all the Borrower/s and Co-Borrower/s.

For M/s. Indiabulls Housing Finance Limited


Authorized Signatory 

We accept the Sanction of Loan Facility of Rs. 100,00,00,000/- (Rupees One Hundred Crores only) on the terms and conditions as prescribed above.

Borrower

For M/s. Essar Properties Private Limited

Authorized Signatory 



ट न न - ५
दस्त क्रमांक ७४२९/२०१७
४९/६६



Indiabulls

Indiabulls Housing Finance Limited
Sanction Letter

ट न न - ५
दस्त क्रमांक ४२९ / २०१६
m/ee

Date: December 24, 2016

To

M/s. Essar Properties Private Limited
Chennai House, 5th Floor, New No. 7,
Esplanade, Chennai 600108,
Tamil Nadu

Dear Sir/Madam,

Subject: Sanction of loan

With reference to your application for the loan and the subsequent discussions, we are pleased to advise that we have sanctioned you a loan of Rs. 160,00,00,000/-

Borrower(s)	Essar Properties Private Limited
Leader	Indiabulls Housing Finance Limited
Mortgagor(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Hypothecator(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Pledgor(s)	1. Essar Properties Private Limited 2. Girishan Investment Private Limited
Purpose	Construction and/or development of housing/residential projects
Loan Amount	Rs 160,00,00,000/- (Rupees One Hundred Sixty Crores only)
Tenor	Not exceeding 110 months from the date of first of disbursement
Rate of Interest	Linked to IHFI. LFRR as Sub 550 bps (current IHFI LFRR is 18.75% p.a. and the applicable Rate of Interest shall be 13.25 % p.a.p.m)
Repayment Terms	<ul style="list-style-type: none"> Interest on the outstanding principal to be paid monthly throughout the loan tenor Staggered repayment of Principal



Indiabulls Housing Finance Limited

CIN : L65922DL2005PLC136029

Corporate Office: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurugram - 122016, Telephone No. : 18002007777 (Toll Free) Fax: 011-30252901
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail : homeloans@indiabulls.com, Website: www.financialindiabulls.com

टनल - ५
 दस्त क्र. ५०४२९ / २०१७
 Security Details
 ४३/११

Equitable mortgage of the following properties			
Address of Property	Plot Area (Sq. Yds.)	BUA (Sq. Ft.)	Owned by
Aegis Ltd, Essar House, Ellisbridge, Ahmedabad		48,660	Essar Properties Gujarat Private Limited
Aegis Ltd., Y- 16, Block EP, Sector V, Kolkata		60,280	Sinter Keramos & Composites Private Limited
A-5 sectore 3 Noida		60000	Essar Properties Private Limited
Mouza Mango, Jainsliedpur		66,260	Girishan Traders Private Limited
Tees January Marg	10,990	7,000	Prajesh Marketing Private Limited
Lajpat Nagar	1,000	18,000	Essar Properties Private Limited
Total	11,990	285,200	

- Registered mortgage of 8.3 acres of land in Thane with all the present and future title, interests and rights of M/s. Wellman Hindustan Private Limited along with any present or future construction thereon
- Hypothecation of receivables from sale/lease/transfer of mortgaged properties
- Pledge of 99.99 % Equity Share of Essar Properties Gujarat Private Limited
- Pledge of 99.99% shares of Prajesh Marketing Private Limited held by Essar Properties Private Limited
- Pledge of 99.99% Equity Share of Girishan Traders Private Limited
- Pledge of 99.99 % Equity Share of Sinter Keramos & Composites Private Limited
- Pledge of 97.20 % Equity shares of Essar Properties Private Limited
- The Borrower/Obligor undertake to obtain a written No Objection Certificate ("NOC") from the Lender prior to, *inter alia*, any agreement(s)/contract(s) for/of sale, transfer, allotment, lease and/or assignment of the Security (or any part thereof).
- Undertaking that within seven days from the date of first disbursement or prior



Additional Conditions

	to such date(s) as specified/agreed by the Lender, the Obligor(s) shall create or shall cause to be created adequate security as required by the Lender.
Pre-disbursement Conditions	<ul style="list-style-type: none"> Execute all documents, submit undertaking(s) and comply with such other conditions like opening specific accounts as may be required by the stipulated terms and conditions. Provide an affirmation that all its permissions/ MOUs/ Agreements/ deeds and other Project documents executed by it are current and there is no dispute or default committed by any of the parties to such agreements. Valuation reports from Lender empanelled Valuers to be provided in a form and manner satisfactory to Lender.
Prepayment Charges	1% prepayment premium to be charged on the prepaid amount
Cost & Expenses	All out of pocket expenses like valuation, title search report, legal expenses, site visit, etc. to be borne by the borrower.
Penal Charges	2% per month
Insurance	Insurance of all Mortgaged Properties, mortgaged/charged in favour of, the Lender against loss or damage for risks and contingencies as the Lender deems fit. with an insurer acceptable to the Lender, for not less than the full replaceable value of the Mortgaged Properties (mortgaged/charged in favour of the Lender). The policy shall be assigned to Indiabulls Housing Finance Ltd. as per the insurance practices.
Inspection	To authorize the representative(s) of M/s. Indiabulls Housing Finance Limited to visit the above mentioned property as and when required

Disbursement Conditions:

- List of directors and shareholders of the Borrowing company & Co- Borrower company & Guarantor Companies-if applicable
- Net worth statement/Balance sheet of Borrower & all the Co- Borrowers / Guarantors.
- Consent Letter from the company owning the property for taking the property as security against the loan granted to the borrowing entity.
- Letter from company owning the property authorizing the representative of M/s Indiabulls Housing Finance Ltd to visit the premises of the property offered as security as and when required.
- Signature verification of director / all the authorized signatory/ies, who will sign the loan documents & board resolution on behalf of the Borrowers, Co- Borrower, Corporate Guarantor, duly certified by their respective bankers.
- A certified true copy of all requisite resolution(s)/authorization(s) of, inter alia, the board of directors and/or the shareholders of the Borrower(s), the Co-Borrower(s), the Guarantor(s), the Pledgor(s), the Mortgagee(s), the Hypothecator(s) and/or other security provider(s) under all applicable law(s) including the Companies Act, 2013, authorising, inter alia, the borrowing, creation of security/pledge, providing guarantee, etc and the execution of, all agreements and other documents would be required.
- A letter/certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for purchase of land or for any other speculative purpose.
- Demand Promissory Note
- Letter of Continuity for DP Note
- Loan Agreement
- Registered / Equitable Mortgage Deed



ट न न - ५
दस्ता क्रमांक ०४२९/२०१७

12. Copies of all approvals from competent authorities regarding conversion of land from agricultural to non agricultural.
13. Copies of sanction plan approved by competent authorities.
14. Copies of English translation (duly notarised) of all the documents relating to property/ies offered as security/ies.
15. Vetting of Original property documents by empanelled lawyer of Indiabulls Housing Finance Ltd
16. The sign-board of Indiabulls to be displayed prominently on the mortgaged property & in case of plot of land duly demarcated by a boundary wall.
17. Insurance policy of immovable & movable fixed assets – Duly assigned in our favour for an amount more than the Loan sanctioned.
18. Form CHG-1 for creation of charge over the security offered to Indiabulls Housing Finance Ltd as security to be filed with ROC within the stipulated time period. The onus for filing the charge with ROC rests with the borrower.
19. Self attested copy of latest annual return of Borrower / Co-Borrower / Guarantor Company along with ROC acknowledgement receipt.
20. Self attestation of all the photocopies (incl. KYC documents) of Borrower, Co- Borrower, Guarantor & authorized signatory/ies
21. Submission of latest financials of the Borrower.
22. Notwithstanding anything stated elsewhere in this letter or otherwise, Indiabulls Housing Finance Ltd (herein referred as 'IHFL') reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.
23. IHFL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances: -
 - a) if there is any material change in the purpose/s for which the loan/facility has been sanctioned.
 - b) in the sole judgment of IHFL any material fact has been concealed and/or become subsequently known.
 - c) any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
 - d) there is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by IHFL to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
 - e) the legal / technical report on the property or any other verification report on the borrower / co-applicant / guarantor is not to the satisfaction of IHFL in its sole & absolute discretion.
 - f) if IHFL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.
24. The loan and interest shall be paid as stated above. However, IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.
25. IHFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions.
26. IHFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of installments at the request of the Borrower.

27. Further, kindly note that the Lender reserves its right to appropriate the amounts received from you towards payment/repayment of the amounts due under the Loan Documents in the following order of priority:

- a. Firstly towards costs and expenses, if any, incurred/to be incurred by the Lender;
- b. Secondly towards additional interest, default interest, interest and/or other amounts (other than outstanding Loan Amount) payable by you under the Loan Documents; and
- c. Thirdly towards the outstanding Loan Amount payable by you under the Loan Documents.

This sanction letter is valid for 30 days for acceptance from the date of its issuance.



Please sign the duplicate copy of this sanction letter as a token of your acceptance of the terms and conditions mentioned, duly signed by all the Borrower/s and Co- Borrower/s

पृष्ठ संख्या - ५
दस्तावेज क्रमांक ०४२९/२०१७
४६/६६


For M/s. Indiabulls Housing Finance Limited

Authorized Signatory 

We accept the Sanction of Loan Facility of Rs. 160,00,00,000/- (Rupees One Hundred Sixty Crores only) on the terms and conditions as prescribed above.

Borrower

For M/s. Essar Properties Private Limited

Authorised Signatory 



ट न न - ५
दस्त क्रमांक ७२९/२०१७
४६/१६



Indiabulls

Indiabulls Housing Finance Limited
Sanction Letter

ट न न - ५
दस्त क्रमांक ००२९/२०१७
र/ए

Date: December 24, 2016

To

M/s. Essar Properties Private Limited
Chennai House, 5th Floor, New No. 7,
Esplanade, Chennai 600108,
Tamil Nadu

Dear Sir/Madam,

Subject: Sanction of loan

With reference to your application for the loan and the subsequent discussions, we are pleased to advise that we have sanctioned you a loan of Rs. 180,00,00,000/-

Borrower(s)	Essar Properties Private Limited
Lender	Indiabulls Housing Finance Limited
Mortgagor(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited. 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Hypothecator(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Pledgor(s)	1. Essar Properties Private Limited 2. Girishan Investment Private Limited
Purpose	Construction and/or development of housing/residential projects
Loan Amount	Rs. 180,00,00,000/- (Rupees One Hundred Eighty Crores only)
Tenor	Not exceeding 110 months from the date of first of disbursement
Rate of Interest	Linked to IHFL LFR as Sub 550 bps (current IHFL LFR is 18.75% p.a. and the applicable Rate of Interest shall be 13.25 % p.a.p.m)
Repayment Terms	<ul style="list-style-type: none">Interest on the outstanding principal to be paid monthly throughout the loan tenorStaggered repayment of Principal



Indiabulls Housing Finance Limited

CIN : L65922DL2005PLC136029

171893

Corporate Office: "Indiabulls House" 44B-451, Udyog Vihar, Phase-V, Gurugram - 122016, Telephone No. : 18002007777 (Toll Free) Fax: (0124) 6681111
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail: home loans@indiabulls.com, Website: www.financial.indiabulls.com

ट म ल - ५

दस्त क्रमांक ७४२९/२०१७

Security Details

see

Equitable mortgage of the following properties'

Address of Property	Plot Area (Sq. Yds.)	BUA (Sq. Ft.)	Owned by
Aegis Ltd, Essar House, Ellisbridge, Ahmedabad	-	48,660	Essar Properties Gujarat Private Limited
Aegis Ltd., Y- 16, Block EP, Sector V, Kolkata	-	60,280	Sinter Keramos & Composites Private Limited
A-5 sectore 3 Noida	-	60000	Essar Properties Private Limited
Mouza Mango, Jamshedpur	-	66,260	Girishan Traders Private Limited
Tees January Marg	10,990	7,000	Prajesh Marketing Private Limited
Lajpat Nagar	1,000	18,000	Essar Properties Private Limited
Total	11,990	285,200	

- Registered mortgage of 8.3 acres of land in Thane with all the present and future title, interests and rights of M/s. Wellman Hindustan Private Limited along with any present or future construction thereon
- Hypothecation of receivables from sale/lease/transfer of mortgaged properties
- Pledge of 99.99 % Equity Share of Essar Properties Gujarat Private Limited.
- Pledge of 99.99% shares of Prajesh Marketing Private Limited held by Essar Properties Private Limited.
- Pledge of 99.99% Equity Share of Girishan Traders Private Limited.
- Pledge of 99.99 % Equity Share of Sinter Keramos & Composites Private Limited
- Pledge of 97.20 % Equity shares of Essar Properties Private Limited
- The Borrower/Obligor undertake to obtain a written No Objection Certificate ("NOC") from the Lender prior to, *inter alia*, any agreement(s)/contract(s) for/of sale, transfer, allotment, lease and/or assignment of the Security (or any part thereof).
- Undertaking that within seven days from the date of first disbursal or prior



0 न न - ५

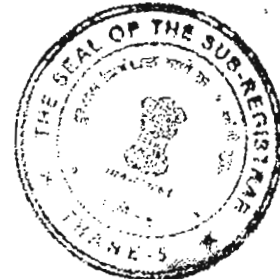
दस्तावेज क्रमांक ४४२९ / २०१७

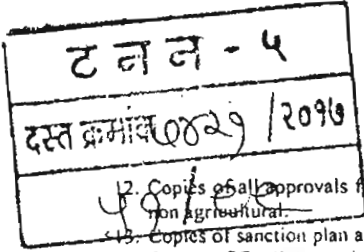
५०/९९

	to such date(s) as specified/agreed by the Lender, the Obligor(s) shall create or shall cause to be created adequate security as required by the Lender.
Pre-disbursement Conditions	<ul style="list-style-type: none">Execute all documents, submit undertaking(s) and comply with such other conditions like opening specific accounts as may be required by the stipulated terms and conditions.Provide an affirmation that all its permissions/ MOUs/ Agreements/ deeds and other Project documents executed by it are current and there is no dispute or default committed by any of the parties to such agreements.Valuation reports from Lender empanelled Valuers to be provided in a form and manner satisfactory to Lender.
Prepayment Charges	1% prepayment premium to be charged on the prepaid amount
Cost & Expenses	All out of pocket expenses like valuation, title search report, legal expenses, site visit, etc. to be borne by the borrower.
Penal Charges	2% per month
Insurance	Insurance of all Mortgaged Properties, mortgaged/charged in favour of, the Lender against loss or damage for risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full replaceable value of the Mortgaged Properties (mortgaged/charged in favour of the Lender). The policy shall be assigned to Indiabulls Housing Finance Ltd. as per the insurance practices.
Inspection	To authorize the representative(s) of M/s. Indiabulls Housing Finance Limited to visit the above mentioned property as and when required

Disbursement Conditions:

1. List of directors and shareholders of the Borrowing company & Co- Borrower company & Guarantor Companies-if applicable
2. Net worth statement/Balance sheet of Borrower & all the Co- Borrowers / Guarantors.
3. Consent Letter from the company owning the property for taking the property as security against the loan granted to the borrowing entity.
4. Letter from company owning the property authorizing the representative of M/s Indiabulls Housing Finance Ltd to visit the premises of the property offered as security as and when required.
5. Signature verification of director / all the authorized signatory/ies, who will sign the loan documents & board resolution on behalf of the Borrowers, Co- Borrower, Corporate Guarantor, duly certified by their respective bankers
6. A certified true copy of all requisite resolution(s)/authorization(s) of, inter alia, the board of directors and/or the shareholders of the Borrower(s), the Co-Borrower(s), the Guarantor(s), the Pledgor(s), the Mortgagor(s), the Hypothecator(s) and/or other security provider(s) under all applicable law(s) including the Companies Act, 2013, authorising, inter alia, the borrowing, creation of security/pledge, providing guarantee, etc and the execution of, all agreements and other documents would be required.
7. A letter/ certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for purchase of land or for any other speculative purpose.
8. Demand Promissory Note
9. Letter of Continuity for DP Note
10. Loan Agreement
11. Registered / Equitable Mortgage Deed





12. Copies of all approvals from competent authorities regarding conversion of land from agricultural to non agricultural.

13. Copies of sanction plan approved by competent authorities.

14. Copies of English translation (duly notarised) of all the documents relating to property/ies offered as security/ies.

15. Vetting of Original property documents by empanelled lawyer of Indiabulls Housing Finance Ltd

16. The sign-board of Indiabulls to be displayed prominently on the mortgaged property & in case of plot of land duly demarcated by a boundary wall.

17. Insurance policy of immovable & movable fixed assets - Duly assigned in our favour for an amount more than the Loan sanctioned.

18. Form CHG-I for creation of charge over the security offered to Indiabulls Housing Finance Ltd as security to be filed with ROC within the stipulated time period. The onus for filing the charge with ROC rests with the borrower.

19. Self attested copy of latest annual return of Borrower / Co-Borrower / Guarantor Company along with ROC acknowledgement receipt.

20. Self attestation of all the photocopies (incl. KYC documents) of Borrower, Co-Borrower, Guarantor & authorized signatory/ies

21. Submission of latest financials of the Borrower.

22. Notwithstanding anything stated elsewhere in this letter or otherwise, Indiabulls Housing Finance Ltd (herein referred as 'IHFL') reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.

23. IHFL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances: -

- if there is any material change in the purpose/s for which the loan/facility has been sanctioned.
- in the sole judgment of IHFL any material fact has been concealed and/or become subsequently known.
- any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
- there is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by IHFL to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
- the legal / technical report on the property or any other verification report on the borrower / co-applicant / guarantor is not to the satisfaction of IHFL in its sole & absolute discretion.
- if IHFL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.

24. The loan and interest shall be paid as stated above. However, IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.

25. IHFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions.

26. IHFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of installments at the request of the Borrower.

27. You are kindly note that the Lender reserves its right to appropriate the amounts received from you towards payment/repayment of the amounts due under the Loan Documents in the following order of priority:

- Firstly, towards costs and expenses, if any, incurred/to be incurred by the Lender;
- Secondly, towards additional interest, default interest, interest and/or other amounts (other than outstanding Loan Amount) payable by you under the Loan Documents; and
- Thirdly, towards the outstanding Loan Amount payable by you under the Loan Documents.

28. This sanction letter is valid for 30 days for acceptance from the date of its issuance.



Please sign the duplicate copy of this sanction letter as a token of your acceptance of the terms and conditions mentioned, duly signed by all the Borrower/s and Co- Borrower /s.

पृष्ठ संख्या - ५
दस्तावेज क्रमांक ००२९/२०१७
१२/११

For M/s. Indiabulls Housing Finance Limited

Authorized Signatory

We accept the Sanction of Loan Facility of Rs. 180,00,00,000/- (Rupees One Hundred Eighty Crores only) on the terms and conditions as prescribed above.

Borrower

For M/s. Excel Properties Private Limited

Authorised Signatory



टन ज - ५
दस्ता क्रमांक ०४२९ / २०१७
५३/६६



Indiabulls

Indiabulls Housing Finance Limited
Sanction Letter

ट न न - ५
दस्त क्रमांक ०४२९ / २०१६
५४/६६

Date: December 24, 2016

To

M/s. Essar Properties Private Limited
Chennai House, 5th Floor, New No. 7,
Esplanade, Chennai 600108,
Tamil Nadu

Dear Sir/Madam,

Subject: Sanction of loan

With reference to your application for the loan and the subsequent discussions, we are pleased to advise that we have sanctioned you a loan of Rs. 230,00,00,000/-

Borrower(s)	Essar Properties Private Limited
Lender	Indiabulls Housing Finance Limited
Mortgagor(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited. 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Hypothecator(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited. 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Pledgor(s)	1. Essar Properties Private Limited 2. Girishan Investment Private Limited
Purpose	Construction and/or development of housing/residential projects
Loan Amount	Rs. 230,00,00,000/- (Rupees Two Hundred Thirty Crores only)
Tenor	Not exceeding 110 months from the date of first of disbursement
Rate of Interest	Linked to IHFL LFRR as Sub 550 bps (current IHFL LFRR is 18.75% p.a. and the applicable Rate of Interest shall be 13.25 % p.a.p.m)
Repayment Terms	<ul style="list-style-type: none"> Interest on the outstanding principal to be paid monthly throughout the loan tenor Staggered repayment of Principal



Indiabulls Housing Finance Limited

CIN : L65922DL2005PLC136029

171892

Corporate Office: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurugram - 122016, Telephone No. : 18002007777 (Toll Free) Fax: (0124) 6681111
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail : homeloans@indiabulls.com, Website: www.financialindiabulls.com

Security Details		Equitable mortgage of the following properties			
		Address of Property	Plot Area (Sq. Yds.)	BUA (Sq. Ft.)	Owned by
<p>ट न न - ५</p> <p>दस्ता प्रमाणिक ०४२५/२०१९</p> <p>yy/ee</p>		Aegis Ltd, Essar House, Ellisbridge, Ahmedabad		48,660	Essar Properties Gujarat Private Limited
		Aegis Ltd., Y- 16, Block EP, Sector V, Kolkata		60,280	Sinter Keramos & Composites Private Limited
		A-5 sectore 3 Noida		60000	Essar Properties Private Limited
		Mouza Mango, Jamshedpur		66,260	Girishan Traders Private Limited
		Tees January Marg	10,990	7,000	Prajesh Marketing Private Limited
		Lajpat Nagar	1,000	18,000	Essar Properties Private Limited
		Total		11,990	285,200

- Registered mortgage of 8.3 acres of land in Thane with all the present and future title, interests and rights of M/s. Wellman Hindustan Private Limited along with any present or future construction thereon
- Hypothecation of receivables from sale/lease/transfer of mortgaged properties
- Pledge of 99.99 % Equity Share of Essar Properties Gujarat Private Limited.
- Pledge of 99.99% shares of Prajesh Marketing Private Limited held by Essar Properties Private Limited.
- Pledge of 99.99% Equity Share of Girishan Traders Private Limited.
- Pledge of 99.99 % Equity Share of Sinter Keramos & Composites Private Limited
- Pledge of 97.20 % Equity shares of Essar Properties Private Limited
- The Borrower/Obligor undertake to obtain a written No Objection Certificate ("NOC") from the Lender prior to, *inter alia*, any agreement(s)/contract(s) for/of sale, transfer, allotment, lease and/or assignment of the Security (or any part thereof).
- Undertaking that within seven days from the date of first disbursement or prior



दस्तावेज क्रमांक 0829/2096

यह/ए

	to such date(s) as specified/agreed by the Lender, the Obligor(s) shall create or shall cause to be created adequate security as required by the Lender.
Pre-disbursement Conditions	<ul style="list-style-type: none"> Execute all documents, submit undertaking(s) and comply with such other conditions like opening specific accounts as may be required by the stipulated terms and conditions. Provide an affirmation that all its permissions/ MOUs/ Agreements/ deeds and other Project documents executed by it are current and there is no dispute or default committed by any of the parties to such agreements. Valuation reports from Lender empanelled Valuers to be provided in a form and manner satisfactory to Lender.
Prepayment Charges	1% prepayment premium to be charged on the prepaid amount
Cost & Expenses	All out of pocket expenses like valuation, title search report, legal expenses, site visit, etc. to be borne by the borrower.
Penal Charges	2% per month
Insurance	Insurance of all Mortgaged Properties, mortgaged/charged in favour of, the Lender against loss or damage for risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full replaceable value of the Mortgaged Properties (mortgaged/charged in favour of the Lender). The policy shall be assigned to Indiabulls Housing Finance Ltd. as per the insurance practices.
Inspection	To authorize the representative(s) of M/s. Indiabulls Housing Finance Limited to visit the above mentioned property as and when required

Disbursement Conditions:

- List of directors and shareholders of the Borrowing company & Co- Borrower company & Guarantor Companies-if applicable
- Net worth statement/Balance sheet of Borrower & all the Co- Borrowers / Guarantors.
- Consent Letter from the company owning the property for taking the property as security against the loan granted to the borrowing entity.
- Letter from company owning the property authorizing the representative of M/s Indiabulls Housing Finance Ltd to visit the premises of the property offered as security as and when required.
- Signature verification of director / all the authorized signatory/ies, who will sign the loan documents & board resolution on behalf of the Borrowers, Co- Borrower, Corporate Guarantor, duly certified by their respective bankers.
- A certified true copy of all requisite resolution(s)/authorization(s) of, inter alia, the board of directors and/or the shareholders of the Borrower(s), the Co-Borrower(s), the Guarantor(s), the Pledgor(s), the Mortgagee(s), the Hypothecator(s) and/or other security provider(s) under all applicable law(s) including the Companies Act, 2013, authorising, inter alia, the borrowing, creation of security/pledge, providing guarantee, etc and the execution of, all agreements and other documents would be required.
- A letter/ certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for purchase of land or for any other speculative purpose.
- Demand Promissory Note
- Letter of Continuity for DP Note
- Loan Agreement
- Registered / Equitable Mortgage Deed



ट न न - ५
दस्ता क्रमांक ००२९/२०१७
५१५७७

12. Copies of all approvals from competent authorities regarding conversion of land from agricultural to residential.
 13. Copies of sanction plan approved by competent authorities.
 14. Copies of English translation (duly notarised) of all the documents relating to property/ies offered as security/ies.
 15. Vetting of Original property documents by empanelled lawyer of Indiabulls Housing Finance Ltd
 16. The sign-board of Indiabulls to be displayed prominently on the mortgaged property & in case of plot of land duly demarcated by a boundary wall.
 17. Insurance policy of immovable & movable fixed assets – Duly assigned in our favour for an amount more than the Loan sanctioned.
 18. Form CHG-1 for creation of charge over the security offered to Indiabulls Housing Finance Ltd as security to be filed with ROC within the stipulated time period. The onus for filing the charge with ROC rests with the borrower.
 19. Self attested copy of latest annual return of Borrower / Co-Borrower / Guarantor Company along with ROC acknowledgement receipt.
 20. Self attestation of all the photocopies (incl. KYC documents) of Borrower, Co- Borrower, Guarantor & authorized signatory/ies
 21. Submission of latest financials of the Borrower.
 22. Notwithstanding anything stated elsewhere in this letter or otherwise, Indiabulls Housing Finance Ltd (herein referred as 'IHFL') reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.
 23. IHFL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances:-
 - a) if there is any material change in the purpose/s for which the loan/facility has been sanctioned.
 - b) in the sole judgment of IHFL any material fact has been concealed and/or become subsequently known.
 - c) any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
 - d) there is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by IHFL to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
 - e) the legal / technical report on the property or any other verification report on the borrower / co-applicant / guarantor is not to the satisfaction of IHFL in its sole & absolute discretion.
 - f) if IHFL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.
 24. The loan and interest shall be paid as stated above. However, IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.
 25. IHFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions.
 26. IHFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of installments at the request of the Borrower.
- Further, you hereby note that the Lender reserves its right to appropriate the amounts received from you towards repayment of the amounts due under the Loan Documents in the following order of priority:
- Firstly towards costs and expenses, if any, incurred/to be incurred by the Lender;
 - Secondly towards additional interest, default interest, interest and/or other amounts (other than outstanding Loan Amount) payable by you under the Loan Documents; and
 - Thirdly towards the outstanding Loan Amount payable by you under the Loan Documents.
28. This sanction letter is valid for 30 days for acceptance from the date of its issuance.



Please sign the duplicate copy of this sanction letter as a token of your acceptance of the terms and conditions mentioned, duly signed by all the Borrower/s and Co- Borrower /s.

For M/s. Indiabulls Housing Finance Limited


Authorized Signatory

टनल - 4
दस्त क्रमांक 10829/20910
SL/EE

We accept the Sanction of Loan Facility of Rs. 230,00,00,000/- (Rupees Two Hundred Thirty Crores only) on the terms and conditions as prescribed above.

Borrower

For M/s. Essar Properties Private Limited


Authorized Signatory



ट न न - ५
दस्त क्रमांक ०४२९/२०१७
५९/९९



Indiabulls

Indiabulls Housing Finance Limited
Sanction Letter

ट न न - ५
दस्त क्रमांक ०४२९/२०१७
६० / ६६

Date: December 24, 2016

To

M/s. Essar Properties Private Limited
Chennai House, 5th Floor, New No. 7,
Esplanade, Chennai 600108,
Tamil Nadu

Dear Sir/Madam,

Subject: Sanction of loan

With reference to your application for the loan and the subsequent discussions, we are pleased to advise that we have sanctioned you a loan of Rs. 80,00,00,000/-

Borrower(s)	Essar Properties Private Limited
Lender	Indiabulls Housing Finance Limited
Mortgagor(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Hypothecator(s)	1. Essar Properties Private Limited 2. Prajesh Marketing Private Limited 3. Wellman Hindustan Private Limited 4. Sinter Keramos & Composites Private Limited 5. Girishan Traders Private Limited 6. Essar Properties Gujarat Private Limited
Pledgor(s)	1. Essar Properties Private Limited 2. Girishan Investment Private Limited
Purpose	Construction and/or development of housing/residential projects
Loan Amount	Rs. 80,00,00,000/- (Rupees Eighty Crores only)
Tenor	Not exceeding 110 months from the date of first of disbursement
Rate of Interest	Linked to IHFL LFRR as Sub 550 bps (current IHFL LFRR is 18.75% p.a. and the applicable Rate of Interest shall be 13.25 % p.a.p.m)
Repayment Terms	• Interest on the outstanding principal to be paid monthly through out the loan tenor • Staggered repayment of Principal



Indiabulls Housing Finance Limited

CIN : U65922DL2005PLC136029

171899

Corporate Office: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurugram - 122016, Telephone No. : 18002007777 (Toll Free) Fax: (0124) 6681111
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail : homeloans@indiabulls.com, Website: www.financial.indiabulls.com

ट न न - ५

दस्तावेज क्रमांक: ७०२९/२०१७

Security Details

५९/१११

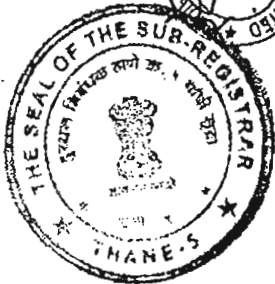
Equitable mortgage of the following properties

Address of Property	Plot Area (Sq. Yds.)	BUA (Sq. Ft.)	Owned by
Aegis Ltd, Essar House, Ellisbridge, Ahmedabad	-	48,660	Essar Properties Gujarat Private Limited
Aegis Ltd., Y- 16, Block EP, Sector V, Kolkata	-	60,280	Sinter Keramos & Composites Private Limited
A-5 sectore J Noida	-	60000	Essar Properties Private Limited
Mouza Mango, Jamsliedpur	-	66,260	Girishan Traders Private Limited
Tees January Marg	10,990	7,000	Prajesh Marketing Private Limited
Lajpat Nagar	1,000	18,000	Essar Properties Private Limited
Total	11,990	285,200	

- Registered mortgage of 8.3 acres of land in Thane with all the present and future title, interests and rights of M/s. Wellman Hindustan Private Limited along with any present or future construction thereon
- Hypothecation of receivables from sale/lease/transfer of mortgaged properties
- Pledge of 99.99 % Equity Share of Essar Properties Gujarat Private Limited.
- Pledge of 99.99% shares of Prajesh Marketing Private Limited held by Essar Properties Private Limited.
- Pledge of 99.99% Equity Share of Girishan Traders Private Limited.
- Pledge of 99.99 % Equity Share of Sinter Keramos & Composites Private Limited
- Pledge of 97.20 % Equity shares of Essar Properties Private Limited

Additional Conditions

- The Borrower/Obligor undertake to obtain a written No Objection Certificate ("NOC") from the Lender prior to, *inter alia*, any agreement(s)/contract(s) for/of sale, transfer, allotment, lease and/or assignment of the Security (or any part thereof).
- Undertaking that within seven days from the date of first disbursement or prior



टनन - ५

दस्ता क्रमांक ०४२९/२०१७

	to such date(s) as specified/agreed by the Lender. The Obligor shall create or shall cause to be created adequate security as required by the Lender.
Pre-disbursement Conditions	<ul style="list-style-type: none"> Execute all documents, submit undertaking(s) and comply with such other conditions like opening specific accounts as may be required by the stipulated terms and conditions. Provide an affirmation that all its permissions/ MOUs/ Agreements/ deeds and other Project documents executed by it are current and there is no dispute or default committed by any of the parties to such agreements. Valuation reports from Lender empanelled Valuers to be provided in a form and manner satisfactory to Lender.
Prepayment Charges	1% prepayment premium to be charged on the prepaid amount
Cost & Expenses	All out of pocket expenses like valuation, title search report, legal expenses, site visit, etc. to be borne by the borrower.
Penal Charges	2% per month
Insurance	Insurance of all Mortgaged Properties, mortgaged/charged in favour of, the Lender against loss or damage for risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender, for not less than the full replaceable value of the Mortgaged Properties (mortgaged/charged in favour of the Lender). The policy shall be assigned to Indiabulls Housing Finance Ltd. as per the insurance practices.
Inspection	To authorize the representative(s) of M/s. Indiabulls Housing Finance Limited to visit the above mentioned property as and when required

Disbursement Conditions:

- List of directors and shareholders of the Borrowing company & Co- Borrower company & Guarantor Companies-if applicable
- Net worth statement/Balance sheet of Borrower & all the Co- Borrowers / Guarantors.
- Consent Letter from the company owning the property for taking the property as security against the loan granted to the borrowing entity.
- Letter from company owning the property authorizing the representative of M/s Indiabulls Housing Finance Ltd to visit the premises of the property offered as security as and when required.
- Signature verification of director / all the authorized signatory/ies, who will sign the loan documents & board resolution on behalf of the Borrowers, Co- Borrower, Corporate Guarantor, duly certified by their respective bankers.
- A certified true copy of all requisite resolution(s)/authorization(s) of, inter alia, the board of directors and/or the shareholders of the Borrower(s), the Co-Borrower(s), the Guarantor(s), the Pledgor(s), the Mortgagor(s), the Hypothecator(s) and/or other security provider(s) under all applicable law(s) including the Companies Act, 2013, authorising, inter alia, the borrowing, creation of security/pledge, providing guarantee, etc and the execution of, all agreements and other documents would be required.
- A letter/ certificate regarding end use of funds and an undertaking stating that funds will not be used / diverted for purchase of land or for any other speculative purpose.
- Demand Promissory Note
- Letter of Continuity for DP Note
- Loan Agreement
- Registered / Equitable Mortgage Deed



ट न न - ५

दस्त कमांक ०४२९ / २०१७

12. Copies of all approvals from competent authorities regarding conversion of land from agricultural to non agricultural.

13. Copy of sanction plan approved by competent authorities.

14. Copies of English translation (duly notarised) of all the documents relating to property/ies offered as security/ies.

15. Vetting of Original property documents by empanelled lawyer of Indiabulls Housing Finance Ltd

16. The sign-board of Indiabulls to be displayed prominently on the mortgaged property & in case of plot of land duly demarcated by a boundary wall.

17. Insurance policy of immovable & movable fixed assets - Duly assigned in our favour for an amount more than the Loan sanctioned.

18. Form CHG-1 for creation of charge over the security offered to Indiabulls Housing Finance Ltd as security to be filed with ROC within the stipulated time period. The onus for filing the charge with ROC rests with the borrower.

19. Self attested copy of latest annual return of Borrower / Co-Borrower / Guarantor Company along with ROC acknowledgement receipt.

20. Self attestation of all the photocopies (incl. KYC documents) of Borrower, Co- Borrower, Guarantor & authorized signatory/ies

21. Submission of latest financials of the Borrower.

22. Notwithstanding anything stated elsewhere in this letter or otherwise, Indiabulls Housing Finance Ltd (herein referred as 'IHFL') reserves the right to cancel the Facility in part or full and demand repayment of all monies due there under without assigning any reason whatsoever.

23. IHFL shall be entitled to revoke the sanction of the facility, inter-alia in any of the following circumstances:-

- if there is any material change in the purpose/s for which the loan/facility has been sanctioned.
- in the sole judgment of IHFL any material fact has been concealed and/or become subsequently known.
- any statement made by or on behalf of the Borrower's application or otherwise is incorrect, incomplete or misleading.
- there is default under or a breach of the terms and conditions of the facility or any other loan/facility offered by IHFL to the Borrower(s) and/or Co-Borrower(s) / Guarantor(s).
- the legal / technical report on the property or any other verification report on the borrower / co-applicant / guarantor is not to the satisfaction of IHFL in its sole & absolute discretion.
- if IHFL in its sole & absolute discretion considers that the Loan should be revoked for whatever reason it may so deem fit and proper.

24. The loan and interest shall be paid as stated above. However, IHFL may in its sole discretion alter the rate of interest suitably and prospectively if unforeseen or extraordinary changes in the money market conditions take place.

25. IHFL is entitled to add to, delete or modify all or any of the aforesaid terms and conditions.

26. IHFL reserves the right, in its sole discretion and on such terms as to pre-payment charges, etc., as it may prescribe permit prepayment / acceleration in payment of installments at the request of the Borrower.

27. Further, kindly note that the Lender reserves its right to appropriate the amounts received from you towards payment/repayment of the amounts due under the Loan Documents in the following order of

a. Firstly, towards costs and expenses, if any, incurred/to be incurred by the Lender;

b. Secondly, towards additional interest, default interest, interest and/or other amounts (other than outstanding Loan Amount) payable by you under the Loan Documents; and

c. Thirdly, towards the outstanding Loan Amount payable by you under the Loan Documents.

28. This sanction letter is valid for 30 days for acceptance from the date of its issuance.



ट न न - ५
दस्त क्रमांक ०४२९/२०१७
४४/११

Please sign the duplicate copy of this sanction letter as a token of your acceptance of the terms and conditions mentioned, duly signed by all the Borrower/s and Co- Borrower/s.

For M/s. Indiabulls Housing Finance Limited


Authorized Signatory



We accept the Sanction of Loan Facility of Rs. 80,00,00,000/- (Rupees Eighty Crores only) on the terms and conditions as prescribed above.

Borrower

For M/s. Essar Properties Private Limited


Authorized Signatory



टनन - ५
दस्ता नं. २०२९/२०१७
६५/६६



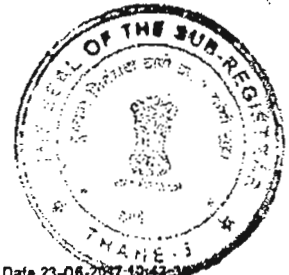
CHALLAN
MTR Form Number-6

८७७-५
दस्तावेज क्रमांक १०२९/२०१७
६६/६६
Date 23/06/2017-10:44:14 Form ID

GRN	MH002665138201718E	BARCODE	[Barcode]		Date	23/06/2017-10:44:14	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fees Ordinary Collections IGR			TAX ID (If Any)				
Office Name	THN2_THANE 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAACW0370L			
Location	THANE			Full Name	WELLMAN HINDUSTAN PRIVATE LIMITED			
Year	2017-2018 One Time			Flat/Block No.	NEW SURVEY NO 39 40 41 OLD SURVEY NO			
				Premises/Building	140 141 142			
Account Head Details		Amount In Rs.						
0030063301 Amount of Tax		30000.00		Road/Street	8.24 ACRES			
				Area/Locality	THANE			
				Town/City/District				
				PIN	4 0 0 8 0 6			
				Remarks (If Any)	PAN2=AABC13612A~PN=INDIABULLS HOUSING FINANCE LIMITED~CA=7500000000			
				Amount In	Thirty Thousand Rupees Only			
Total			30,000.00	Words				
Payment Details		IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	69103332017062310906		127350461		
Cheque/DD No.			Date	23/06/2017-10:42:49				
Name of Bank			Bank-Branch	IDBI BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दफ्तर निबंधक कार्यालय या नोदणी कार्यालय या दस्तावेजी लागू आहे. नोदणी न कार्यालय दस्तावेजी सदर चलन लागू नाही.

Mobile No. : 9819731842



टनन-५
दस्त क्रमांक ०४२९ / २०१७
एए/एए



राष्ट्रीय आवास बैंक NATIONAL HOUSING BANK

भारतीय रिज़र्व बैंक के संपूर्ण स्वामित्व में / Wholly owned by the Reserve Bank of India



पंजीकरण प्रमाणपत्र

CERTIFICATE OF REGISTRATION

(जनता की जमा राशियां स्वीकार करने के लिए वैध नहीं)

[NOT VALID FOR ACCEPTANCE OF PUBLIC DEPOSITS]

सं 0 / No. 02.0063.05

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

इंडियाबुल्स हाउसिंग फाइनेंस लिमिटेड

को दूसरी तरफ उद्धृत शर्तों पर

जनता से जमा राशियां स्वीकार किए बिना

आवास वित्त संस्थान का व्यापार प्रारंभ करने / करते रहने के लिए

यह पंजीकरण प्रमाण पत्र एतद्वारा जारी किया जाता है।

In exercise of the powers conferred on the National Housing Bank by
Section 29A of The National Housing Bank Act, 1987

Indiabulls Housing Finance Limited

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

मेरे हस्ताक्षर के अधीन नई दिल्ली में आज वर्ष दो हजार पांच
के दिसंबर माह के अठारहवें दिन जारी किया गया।

Given under my hand at New Delhi this Twenty Eighth day of the month
December in the year two thousand Five



राष्ट्रीय
आवास बैंक
NATIONAL
HOUSING BANK

[Signature]

प्राधिकृत हस्ताक्षरी
Authorised Signatory



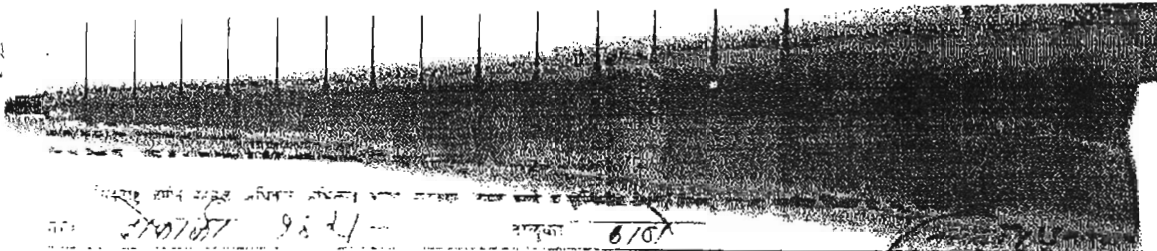
कार्यपालक निदेशक / Executive Director
राष्ट्रीय आवास बैंक / National Housing Bank

ट न व - ५
वस्तु क्रमांक ७४२९ १०१०
६६६६



ठ न न - ५
दस्तावेज नं. १०४२९/२०१७
७३/२२





दिनांक २७/०९/१९८१ - १९८१ - ६/०९

क्रमांक	१९८१	१९८१	१९८१
विवरण	N.A.		
दिनांक	१९८१		
विवरण	मे. वेलासन हिन्दुस्थान		
दिनांक	१-११-८१		
विवरण	१-११-८१		
दिनांक	१-११-८१		
विवरण	१-११-८१		
दिनांक	१-११-८१		
विवरण	१-११-८१		
दिनांक	१-११-८१		
विवरण	१-११-८१		

खाले क्रमांक ५९ कुळाचे मीठ खंड
इतर अधिकार तु. १४४

टलन ५
दस्त क्रमांक १४२९/२०१७
१४/११

मीठा आणि भूसापन विन्दे

माध्यम नमूने यांना (विपदांचा नोंदवडा)

[महाराष्ट्र शासन पक्षसूत अधिकाऱ्यांच्या अधिकाऱ्यांच्या (पक्षसूत) यांना अर्जांचे न नुसधितोष उतवणे) नियम, १९७१, यातील नियम २१]

क्र.	दिनांक	पक्षसूत नमूने यांना (विपदांचा नोंदवडा)							अन्य विपदांचे मापन	अन्य विपदांचे मापन	नोंद
		१	२	३	४	५	६	७			
२१८	२०११/१२										
२०११/१२											
२०१२/१३											
२०१३/१४											
२०१४/१५											
२०१५/१६											



भूसापन यादुकुम (उ) नुसधितोष उतवणे
२-११-१९८१

तलाठी सजा यादुकुम
तालुका, जि. ठाणे

ट न न - ५
दस्त क्रमांक ०४२९ / २०१७
७५/११



WELLMAN HINDUSTAN PRIVATE LIMITED

Regd. Off: 1st Floor, Tower 3, Equinox Business Park, Off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai – 400070
 CIN: U99999MH1973PTC016585 | Tel: +91 22 61215300 | Email: equinoxcs@essar.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF WELLMAN HINDUSTAN PRIVATE LIMITED AT THEIR MEETING HELD ON TUESDAY, JANUARY 10, 2017 AT ESSAR HOUSE, 11, K.K. MARG, MAHALAXMI, MUMBAI- 400034, MAHARASHTRA, INDIA.

0829 2016

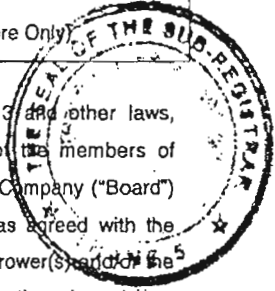
W6/ee

Approval for creation of security over the Company's assets

"RESOLVED THAT in connection with loan amount(s) aggregating to ~~RS.750,00,00,000/-~~ (Rupees Seven Hundred and Fifty Crore Only) (hereinafter referred to as the "Loan(s)") availed/to be availed by the following Borrower(s) and/or the Co-Borrower(s) (hereinafter referred to as the "Borrower(s) and/or the Co-Borrower(s)") from the following Lender(s) (hereinafter referred to as the "Lender(s)"): "

Name of the Lender(s)	Name of the Borrower(s)	Name of the Co-Borrower(s)	Loan(s)
Indiabulls Housing Finance Limited	Essar Properties Private Limited	NA	Rs.100,00,00,000/- (Rupees One Hundred Crore Only)
			Rs.160,00,00,000/- (Rupees One Hundred and Sixty Crore Only)
			Rs.180,00,00,000/- (Rupees One Hundred and Eighty Crore Only)
			Rs.230,00,00,000/- (Rupees Two Hundred and Thirty Crore Only)
			Rs.80,00,00,000/- (Rupees Eighty Crore Only)

and pursuant to the applicable provisions, if any, of the Companies Act, 2013 and other laws, pursuant to the approval of the members accorded in the general meeting of the members of Company held on January 6, 2017, the approval of the Board of Directors of the Company ("Board") be and is hereby accorded for creation of security on the Company's assets (as agreed with the Lender(s) from time to time) in favour of Lender(s) on behalf of the aforesaid Borrower(s) and/or the Co-Borrower(s) to secure payment of all amounts payable to the Lender(s) under the relevant loan documents relating to the Loan(s) ("Borrower's Dues") including the following security:



Corporate Office: Essar House, 11, K. K. Marg, Mahalaxmi, Mumbai – 400 034 | Tel: 022 6660 1100

[Handwritten Signature]

ट न न - ५
दस्त क्रमांक ७४२९ / २०१७
७७/६६



WELLMAN HINDUSTAN PRIVATE LIMITED

Regd. Off: 1st Floor, Tower 3, Equinox Business Park, Off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai - 400070
CIN: U99999MH1973PTC016585 | Tel: +91 22 61215300 | Email: equinoxcs@essar.com

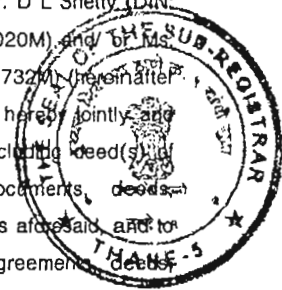
दस्तावेज क्रमांक ४२९ / २०१९

- (i) First-ranking and exclusive mortgage/charge in favour of the Lender(s) on the entire laid parcel admeasuring around 6 acres 24 guntas (equivalent to 26,780 square meters) bearing New Survey Nos. 39, 40 and 41/1 (Old Survey Nos. 140, 141 and 142 respectively) and all the present and/or future constructions thereon (including all the present and/or future right, title and interest of the Company therein), situated at Village Dhokali, Taluka Thane, District Thane, owned by the Company, described in detail in the draft mortgage documents (hereinafter referred to as the "Properties");
- (ii) First ranking hypothecation/ charge and escrow of all the Receivables (as defined in the draft deed of hypothecation) received/ to be received from, *inter alia*, the Properties (and/or any project(s) on the Properties) exclusively in favour of the Lender(s);

RESOLVED FURTHER THAT the drafts of the deed(s) of hypothecation, escrow agreement(s), the mortgage documents, power of attorney(s) (in favour of the Lender(s)) and other deeds, documents, undertakings and writings, if any, required to be executed by the Company in connection with the Loan(s) and/or security as aforesaid or otherwise (copies whereof have been placed on the table at the meeting and initialed by the Chairman) be and are hereby approved and accepted;

RESOLVED FURTHER THAT the aforesaid consent of the Board is in addition to the approval(s) of the Board given vide its other resolution(s) for creation of mortgage/ hypothecation/ charge/ pledge/ encumbrance over the aforesaid security favour of the Lender(s) to secure, *inter alia*, all amounts payable to the Lender(s) in connection with the other loan(s) availed/to be availed by borrower(s) named in such other resolution(s) from the Lender(s);

RESOLVED FURTHER THAT Mr. C S Krishnakumar (DIN: 06990687) and/or Mr. D L Shetty (DIN: 00546573), Directors of the Company and/ or Mr. Girish Sathe (PAN: ABIPS3020M) and/ or Ms. Priyanka Oka (PAN: ALMPD2448Q) and/ or Mr. Sanjay Srivastav (PAN: AJTPS4732M) (hereinafter collectively referred to as "Authorized Executives of the Company") be and are hereby jointly and severally authorised to execute on behalf of the Company all agreements including deed(s) of hypothecation, mortgage documents(s), account opening agreements, documents, deeds, undertakings and other writings as may be necessary or required for the purposes aforesaid and to agree, accept and execute any amendments or modifications to any such agreement documents, undertakings and other writings, including acknowledgement of debt/ balance confirmation(s), as and when necessary;



Corporate Office: Essar House, 11, K. K. Marg, Mahalaxmi, Mumbai - 400 034 | Tel: 022 6660 1100

[Handwritten Signature]

टनन - ५
दस्त क्रमांक ७४२१ / २०१७
७७/७७



WELLMAN HINDUSTAN PRIVATE LIMITED

सन - ५
दिनांक 08/09/2019
10/ee

Regd. Off: 1st Floor, Tower 3, Equinox Business Park, Off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai - 400070

CIN: U99999MH1973PTC016585 | Tel: +91 22 61215300 | Email: equinoxcs@essar.com

RESOLVED FURTHER THAT any of the Authorized Executives of the Company be and are hereby jointly and severally authorized to do all other acts, deeds and things as may be required in this connection and to sign, file, admit execution, present for registration and/or deliver all documents/ forms as may be required in connection with the said Loan(s) including creation of the security in favour of the Lender(s);

RESOLVED FURTHER THAT the Company do file the necessary forms/ Information/ documents including requisite particulars of charge/ security/ mortgage with the Registrar of Companies and/or any other authorities, if required/ applicable, within stipulated/ prescribed time, upon creation of the security/ charge/ mortgage in favour of the Lender(s);

RESOLVED FURTHER THAT the Common Seal of the Company may be affixed, if required, on any of the agreements/ documents/ deeds in this regard, by any of the Authorized Executives of the Company, in accordance with the Articles of Association of the Company;

RESOLVED FURTHER THAT a certified true copy of these resolutions be provided to the Lender(s) and/ or to other authority/ authorities duly signed by any Director of the Company and the same shall remain in force until duly rescinded after obtaining prior permission from the Lender(s) for the same."

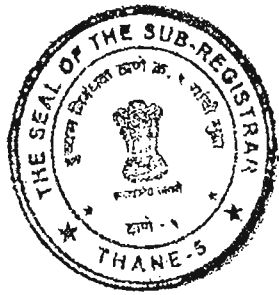
For Wellman Hindustan Private Limited

D L Shetty

D L Shetty
Director
DIN: 00546573



टोलन - ५
दस्ता क्रमांक ७४२९. ७७७७
८९.००



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS' DATED NOVEMBER 22,
2016

"RESOLVED THAT Mr. Venkataraman Ramaprasad, Mr. Priyank Gupta, Mr. Amit Chaudhary, Mr. Amit Mutha, Mr. Jitesh Mor and Mr. Raman Virmani, as Authorised Representatives of the Company be and are hereby severally authorised to sign and execute the Loan Documents/Agreements, Mortgaged deeds, Re-conveyance Deeds etc. on behalf of the Company, as the Lender/Mortgagee in respect of secured loans granted by the Company, from time to time in ordinary course of business to various clients and to verify, modify / make changes and to do all such acts, deeds and things deemed necessary in this connection including registration of said Deeds / Agreements/ Documents etc. with the office of Registrar /Sub-Registrar or any other authorities as and when required.

RESOLVED FURTHER THAT Mr. Venkataraman Ramaprasad, Mr. Amit Chaudhary, Mr. Priyank Gupta and Mr. Jitesh Mor, be and are hereby further severally authorised to open "Escrow and linked Current account(s)" on behalf of the Company with various designated Banks for this purpose, in respect of the secured loans granted / to be granted by the Company from time to time, in its ordinary course of business to different business entities/ organizations or any other legal entity.

RESOLVED FURTHER THAT the said Authorised Signatories, be and are hereby severally authorised to sign account opening form/application or verify, modify/ make changes and to do all such acts, deeds, things as may be deemed necessary for the opening of the bank account(s).

RESOLVED FURTHER THAT the above mentioned power / authority given to aforesaid Authorised Signatories shall automatically stand revoked upon cessation of his/her employment with the Company.

RESOLVED FURTHER THAT CFO or Secretary of the Company, be and are hereby severally authorised to forward copy of the resolution to the concerned authorities.

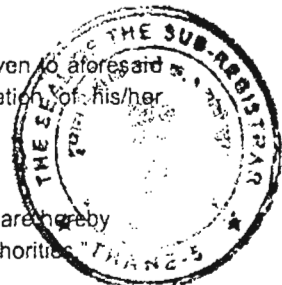
For Indiabulls Housing Finance Limited

Amit Jain

Amit Jain
Company Secretary



[Signature]



Indiabulls Housing Finance Limited

157331

CIN : L65922DL2005PLC136029

Corporate Office: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurgaon - 122016, Telephone No. : 18002007777 (Toll Free) Fax: (0124) 6681111
Registered Office: M-62 & 63, First Floor, Connaught Place, New Delhi - 110001. Tel.: (011) 30252900, Fax: (011) 30252901
E-mail : homeloans@indiabulls.com, Website: www.financial.indiabulls.com

टनन-५
दस्त क्रमांक ०४२९/२०१७
C3/er

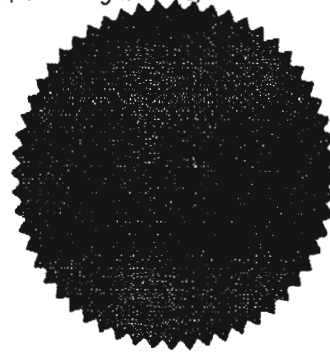




ट न न - ५
दस्त क्रमांक १०२९ / २०१७
८६/९९

INDEMNITY BOND

M/s Indiabulls Housing Finance Limited
M-62 & 63, First Floor, Connaught Place,
New Delhi 110001.



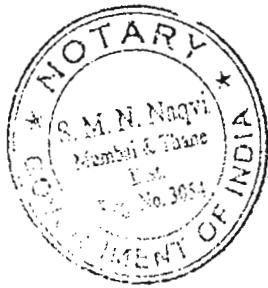
To,
The Sub-Registrar of Assurance
Mumbai

Ref: Indenture of Mortgage

Sir,

We hereby confirm that we have not taken possession of the said properties being mortgaged to us vide the captioned document. We further confirm that we will not take the possession of properties being mortgaged to us unless the security becomes enforceable in terms of the said Indenture of Mortgage.

For Indiabulls Housing Finance Limited



[Signature]

Authorised Signatory

BEFORE ME



Smy
27-6-17
S. M. N. Naqvi
NOTARY
Government of India.
Mumbai & Thane Dist.

SK. No. 322 P. No. 31
NOTARY Register. 230 Date. 27/6/17



ट न न - ५
दस्ता क्रमांक ७४२९/२०१७
८५९९





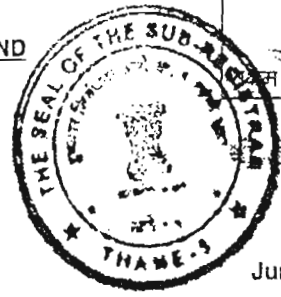
MAHARASHTRA

2017

AF 868552

पधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९४
13 JUN 2017
अधिकारी

INDEMNITY BOND



June 21, 2017

From:
Wellman Hindustan Private Limited
1st Floor, Tower 3, Equinox Business Parks,
(Peninsula Techno Park) Off. BKC, LBS Marg,
Kurla (West), Mumbai – 400070.

To
The Sub-Registrar,
Thane

Sir,

ट न न - ५
दस्तावेज क्र. 1029/2016
44

Ref: The Deed of Mortgage Submit to your office for Adjudication / Registration.

We hereby confirm that we have not given possession of the said properties being mortgaged to Indiabulls Housing Finance Limited vide the captioned document for facilities availed by Essar Properties Private Limited.

We further hereby confirm that we will not give possession of properties being mortgaged to Indiabulls Housing Finance Limited unless the security becomes enforceable in terms of the said indenture of mortgage.

For Wellman Hindustan Private Limited

Devdas L Shetty
Devdas L Shetty
Director
DIN: 00546573



Priyanka M. D.
Director / Authorised Signatory

BEFORE ME
S. M. H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist.

REGISTER SERIAL NO. 11669
PAGE NO. 26 DATE JUN 21 2017

21 JUN 2017

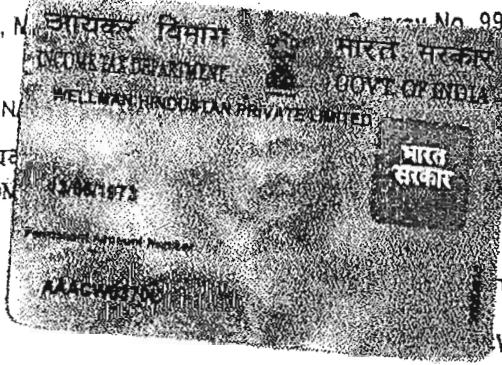
INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)

5th Floor, N. Aayakar Vihar, Sector No. 9978, Model Colony,

F. No. DIT(S)/PAN

आयकर विभाग
INCOME TAX DEPARTMENT



016. ट न ज - ५
दस्त क्रमांक 0829/2096
/ Madam, eo/ee

Account Number (PAN)

W0370L

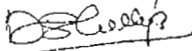
Your request for changes / corrections in PAN data / reprint of PAN card has been processed and new PAN Card is enclosed.

We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

Income Tax Department maintains a website - www.incometaxindia.gov.in and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1961) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

For Wellman Hindustan Private Limited


Director / Authorised Signatory

PKG ID : PCC21433701 / 8 / 24 / 26/06/2015 / FFL
MUM / 923 / 8820202179623783111 / 25061564309
WELLMAN HINDUSTAN PRIVATE LIMITED

ESSAR HOUSE
11, K K MARG,
MAHALAXMI, MUMBAI, MUMBAI,
MAHARASHTRA - 400034
TEL. NO :22 - 66601100

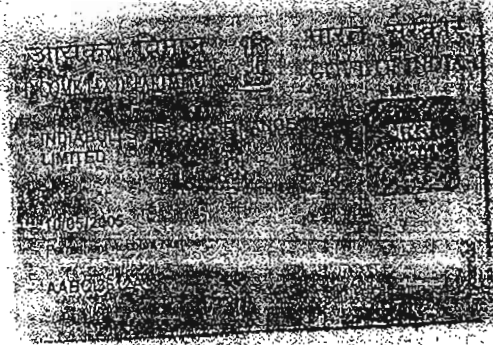


(This being a computer-generated letter, no signature is required)

ट न न - ५
दस्त क्रमांक १०२९ / २०१७
११/११



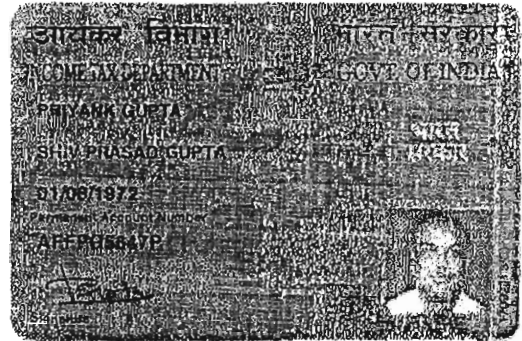
1
टनन-५
वस्तु क्रमांक ७००५११२०१७
७२/७७



Handwritten signature

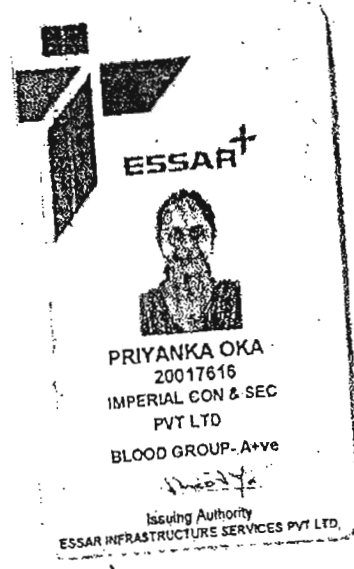


ट न न - ५
दस्त क्रमः २४४२९/२०१७
६३/६६



Pradhan



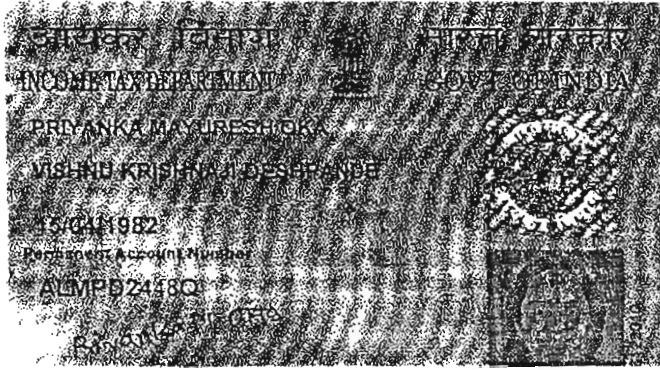


Priyanka M. Oka



टनन - ५
दस्त क्रमांक ७०२९/२०१७
ee/ee

टलन - ५
दस्त क्रमांक ०४२१/२०१७
ey / ee



Priyanka M. Ok





भारतीय विशिष्ट संकेत प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नादविशेषांक संख्या (Enrollment No.) 10 2856 52 108

नाम
संकेत संख्या
S/D Number
800 800 No 19 Sha 85 का 19/11/18 S/S Support
पता
D/A B Road
Nashik Cantonment, Nashik
Dist. Nashik
Maharashtra 422 002
932 433 333
Cell: 981 27 432 86 का 10/27/17

हस्ताक्षर	
व्यक्ति का नाम	
संकेत संख्या	



SID: 10285652108



आपला आधार क्रमांक / Your Aadhaar Number

2742-4786-2551

आधार - सार्वजनिक उपयोगासाठी

भारत सरकार
GOVERNMENT OF INDIA

नादविशेषांक संख्या
S/D Number
800 800 No 19 Sha 85 का 19/11/18 S/S Support




2742-4786-2551



Handwritten signature

ट ल न - ५
दस्त क्रमांक १०२९/२०१७
ee/ee

साक्ष्यदार -

आमकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
ANIL SHANKAR SHIGWAN
SHANKAR DHONDU SHIGWAN
18/05/1967
Permanent Account Number
BKBPS8760H
Signature

(Handwritten signature)



335/7421

मंगळवार, 27 जून 2017 4:18 म.नं.

दस्त गोषवारा भाग-1

टनन5

erice

दस्त क्रमांक: 7421/2017

दस्त क्रमांक: टनन5 /7421/2017

बाजार मूल्य: रु. 01/-

मोबदला: रु. 7,50,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.50,05,000/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात

पावती:9173

पावती दिनांक: 27/06/2017

अ. क्र. 7421 वर दि.27-06-2017

मादरकरणाराचे नाव: कर्ज देणार-इंडियाबूलव्हा हाउसिंग
फायनान्स लिमिटेड आयोराइज सिग्रेटरी प्रियंक गुप्ता

रोजी 4:10 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1980.00

पृष्ठांची संख्या: 99

दस्त हजर करणाऱ्याची सही:

एकूण: 31980.00

Joint Sub Registrar, Thane 5

Joint Sub Registrar, Thane 5

दस्ताचा प्रकार: गहाणखत

मुद्रांक शुल्क: व) जेव्हा उपोक्त प्रमाणे कब्जा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

शिक्का क्र. 1 27 / 06 / 2017 04 . 10 : 01 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 27 / 06 / 2017 04 : 12 : 10 PM ची वेळ: (फी)

-प्रतिज्ञा पत्र -

तदर दस्तऐवज नोंदणी कायदा १९०८ बियम १९६९ अंतर्गत
तख्खुदीनुसार नोंदणीत दाखल केला आहे. दस्तावधील संपुर्ण
मजबूत विभागीय व्यक्ती, साक्षीदार व सोबत जोडलेले कागदपत्रे
दस्तावी सत्यता कायदेशीर बाबी साठी खालील विभागीय व्यक्ती
संपुर्णपणे जबाबदार आहेत. तसेच तदर हस्तांतरण दस्तावज
राज्यशासन / केंद्रशासन यांच्या कोषतरी कायदा / बियम / परिपत्रक
यांचे उल्लंघन होत नाही.

Piyanka M. D.
दिग्गम देवार सही

Piyanka M. D.
दिग्गम देवार सही





27/06/2017 5 32:02 PM

दस्त गोषवारा भाग-2

टनन5

eepe

दस्त क्रमांक:7421/2017

दस्त क्रमांक : टनन5/7421/2017

दस्ताचा प्रकार :- गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	स्वाधारी	स्वाधारी	छायाचित्र	अंगठ्याचा ठसा
1	नाव: कर्ज देणार- डेवियाबूलत्स हाउसिंग फायनान्स लिमिटेड आधोराइज मिप्रेटरी प्रियंक गुता पत्ता: प्लॉट नं: ऑफिस नं - एम-62 व 63, माळा नं: 1, इमारतीचे नाव: कोअरीगध प्लेम, ब्लॉक नं: -, रोड नं: न्यू दिल्ली, दिल्ली, CENTRAL DELHI. पॅन नंबर: AABCI3612A	कर्ज देणार वय :- 44 स्वाधारी:-	<i>Supda</i>			
2	नाव: कर्ज घेणार - वेलमन हिंदूस्थान प्राईवेट लीमिटेड आधोराइज मिप्रेटरी प्रियंका मयूरेश ओका पत्ता: प्लॉट नं: -, माळा नं: पहीला मजला, इमारतीचे नाव: टॉवर नं 3, ईन्डिनाक्स बिजनेस पार्क, ब्लॉक नं: ऑफ वांद्रा - कुर्ला कॉम्प्लेक्स, रोड नं: एल.वी.एम. मार्ग, कुर्ला पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AAACW0370L	कर्ज घेणार वय :- 35 स्वाधारी:-	<i>Priyanka M. Oku</i>			

थरील दस्तऐवज करून देणार तथाकथीत गहाणखत चा दस्त ऐवज करून दिल्याचे कवुल करतात.
शिक्का क्र.3 ची वेळ: 27 / 06 / 2017 05 : 27 : 11 PM

ओळख:-

खालील इमम अमे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाधारी	स्वाधारी	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मंतोय नामदेव जाधव -- वय: 46 पत्ता: 806, विल्डींग नं. 13 श्री साई शिव सोमायटी प्रभादेवी मुंबई पिन कोड: 400025		<i>[Signature]</i>		
2	नाव: अनिल शिववन -- वय: 48 पत्ता: संकल्प सोमायटी, गोरार्ड पिन कोड: 400092		<i>[Signature]</i>		



शिक्का क्र.4 ची वेळ: 27 / 06 / 2017 05 : 27 : 44 PM

शिक्का क्र.5 ची वेळ: 27 / 06 / 2017 05 : 27 : 59 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub-Registrar, Thane 5

प्रमाणित करण्याय येते की,
सदर दस्तास.....*ee*..... पाने असून
सदर दस्त पुस्तक क्र..... चे
दस्त क्रमांक.....*67829*..... वर नोंदवला.

Epayment Details.

Sr.	Epayment Number	Defacement Number
1	MH002654365201718S	0001575853201718
2	MH002653100201718S	0001575848201718
3	MH002665138201718E	0001575855201718
4	MH002653757201718S	0001575852201718
5	MH002652208201718S	0001575844201718
6	MH002654746201718S	0001575842201718

सह दुय्यम निबंधक धर्ग-रजि. क्र. १
दिनांक :- 26/6/2017

7421 /2017

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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

