

[A horizontal line of dense, illegible scribbled text.]

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Monday March 26, 2012
5:05:55 am

Original

नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 3259

दिनांक : 26/03/2012

गावाचे नांव : गिरगाव

दस्तऐवजाचा अनुक्रमांक : बबई3 - 2700 - 2012

दस्त ऐवजाचा प्रकार : महाणखत

सादर करणा-याचे नाव : - - जनसेवा सहकारी बँक बोरीवली लि तर्फे अकाऊंटंट रमेश बाबु गोरे

फी

नोंदणी फी

: ₹.30,000.00

दस्त हाताळणी फी

: ₹.460.00

पृथांची संख्या : 23

DELIVERED

एकूण ₹.30,460.00

आपणास हा दस्त अंदाजे 5:30PM ह्या वेळेस मिळेल

मह दुख्यमनि. निबंधक

बुई शहर क. ३

बाजार मुल्य : ₹.0/-

मोबदला : ₹.15,000,000/-

भरलेले मुद्राक शुल्क : ₹.75,000/-

1) देयकाचा प्रकार :By Demand Draft रक्कम: ₹.30,000

डीडी/ धनादेश क्रमांक :000509 दिनांक :21/03/2012

बँकेचे नाव व पता :जनसेवा सहकारी बँक लि मु 63

2) देयकाचा प्रकार :By Cash रक्कम: ₹.460

DELIVERED



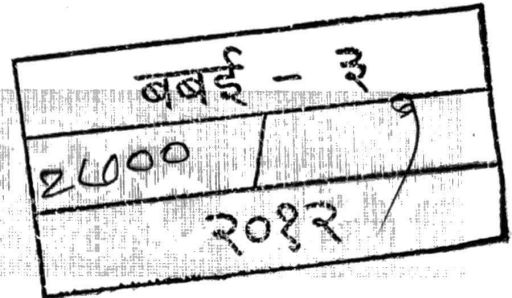
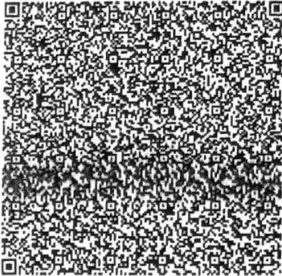
सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by : 
Stock Holding Corporation of India Ltd.
Location : SRO-CUSTOM
Signature : 
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH07374178342149K
Certificate Issued Date : 14-Mar-2012 02:55 PM
Account Reference : SHCIL (FI)/mhshcil01/ SRO-CUSTOM/ MH-MUM
Unique Doc. Reference : SUBIN-MHMHSKCIL0107937162732778K
Purchased by : Alok M Todi
Description of Document : Article 40 Mortgage Deed
Property Description : Flat No.A/702,7th Floor,Society CHS Ltd,Bhagalaxmi Building,Kennedy Bridge,Girgaum,Mum-04
Consideration Price (Rs.) : 0
(Zero)
First Party : Alok M Todi
Second Party : Janaseva Sahakari Bank Borivli Ltd
Stamp Duty Paid By : Alok M Todi
Stamp Duty Amount(Rs.) : 75,000
(Seventy Five Thousand only)



----- Please write or type below this line -----



वर्ष - ३	
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DEED OF SIMPLE MORTGAGE

Alok

THIS DEED OF SIMPLE MORTGAGE, made at Mumbai, on this 26th day of March, 2012, BETWEEN MR. ~~XXXX~~ ^{Alok} M. TODI, adult, Indian Inhabitant, residing at Flat No. A/702, Seventh Floor, Society known as The Rehabilitation Co-operative Hsq. Soc. Ltd., situated at Bhaqyalaxmi Building, Kennedy Bridge, Low Level, Girquam, Opera House, Mumbai-400 004, hereinafter called "THE MORTGAGOR" (Which expression shall whenever the context, shall admit, include his heirs, executors, successors, administrators and assigns and nominee) of the FIRST PART.

[Signature]
Alok Todi

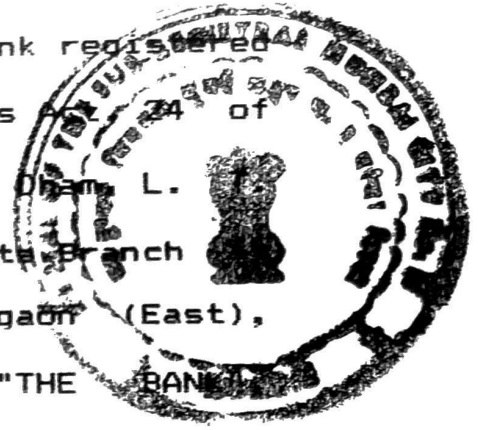


A N D

M/S. ALIAC METAL & TUBES PVT. LTD. a Private Limited Company, incorporated under Companies Act, 1956, having its registered address at A/5, Bedekar Bldg., Plot No.26, Hindu Friends Society Road, Jogeshwari (East), Mumbai-400 060, hereinafter referred to as the "BORROWER" (Which expression shall whenever the context, shall admit, include their Board of Directors, executors, successors, administrators) of the SECOND PART.

AND

JANASEVA SAHAKARI BANK (BORIVLI) LTD., a Bank registered under the Maharashtra Co-operative Societies Act of 1961, having its registered office at Nand Dham, L. Road, Borivli (West), Mumbai-400 092 and its Branch Acme Amay CHS Ltd., Vishveshwar Road, Goregaon (East), Mumbai-400 063, hereinafter called "THE BANK" (MORTGAGEE) (Which expression shall, whenever the context shall admit, include the successors and assigns of the Bank) of the THIRD PART.



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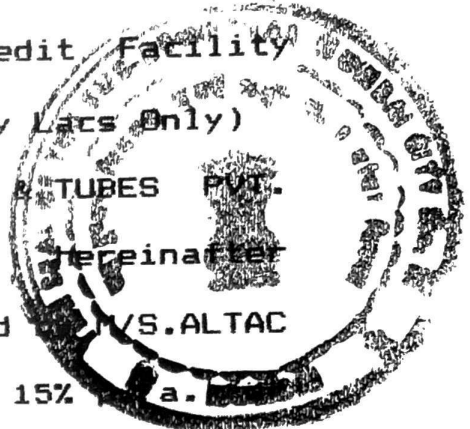
WHEREAS, the Mortgagor is the owner in respect Flat No.A/702, Seventh Floor, Society known as The Rehabilitation Co-operative Hsq.Soc. Ltd., situated at Bhaqyalaxmi Building, Kennedy Bridge, Low Level, Girquam, Opera House, Mumbai-400 004, hereinafter referred to as the "SAID PROPERTY" and more particularly described in the Schedule hereinunder written.

AND WHEREAS, the Borrower has applied for Cash Credit Facility of Rs.1.50.00.000/- (Rupees One Crore Fifty Lacs Only) from the Mortgagee.

[Handwritten signatures]

AND WHEREAS, the Mortgagor herein is desirous of mortgaging his said Property more particularly described in the Schedule hereinunder written, for the Cash Credit Facility granted to M/S.ALTAC METAL & TUBES PVT. LTD., as security for repayment of the aforesaid Cash Credit Facility which is renewed every year with monthly rest and with a view to secure the repayment thereof with interest as herein provided.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of Cash Credit Facility of Rs.1.50.00,000/- (Rupees One Crore Fifty Lacs Only) to be lent and advanced to M/S.ALTAC METAL & TUBES PVT. LTD., of these presents which amount hereinafter referred to as "Mortgage Amount" to be paid by M/S.ALTAC METAL & TUBES PVT. LTD., with interest at 15% p.a. at such rate as fixed by the Mortgagee as per the directives of the Reserve Bank of India from time to time in further consideration the Mortgagee giving to M/S.ALTAC METAL & TUBES PVT. LTD., to pay the aforesaid amount with interest at 15 % p. a. on monthly rests and renewed every year and to be repaid as detailed hereunder and until the said mortgage amount of Cash Credit Facility of Rs.1.50.00,000/- (Rupees One Crore Fifty Lacs Only) is repaid in full with interest and expenses and the Mortgagor further covenant with the Mortgagee that in the event of M/S.ALTAC METAL & TUBES PVT. LTD., failing to repay the loan with interest, he will be liable to pay the interest on the said mortgage amount and in default a penal interest at 2% p.a. shall be chargeable until the payment of such amount as and by



₹ 1,50,00,000/-	- 3
to pay the	
aforesaid amount with interest at 15 % p. a. on monthly	
rests and renewed every year and to be repaid as	

[Handwritten signatures]

way of compounded interest without prejudice to the rights of the Mortgagee to take any action on default as hereinafter provided and it is agreed and declared that in the event of M/S. ALTAC METAL & TUBES PVT. LTD. committing default in payment of any sum with interest or any payment of accumulated mortgage amount on the due date or the entire mortgage amount outstanding with interest thereon will at the option of the Mortgagee become payable forthwith as if the said due date has expired.

AND THIS DEED FURTHER WITNESSES that in consideration aforesaid, the Mortgagor do hereby transfer, assign by way of Mortgage the said property to the Mortgagee more particularly described in the Schedule hereinunder written and shall if so required by the Mortgagor, Mortgagee will execute a Deed of Release but at the cost of the Mortgagor, on full and final repayment of mortgage amount with interest by the Mortgagor / Borrower to the Mortgagee.



It is further agreed and declared that on the Borrower repaying the said mortgage amount with all the interest and other expenses and other monies incurred by the Mortgagee at any time and from time to time Mortgagee will redeem the said Property from the mortgaged security.

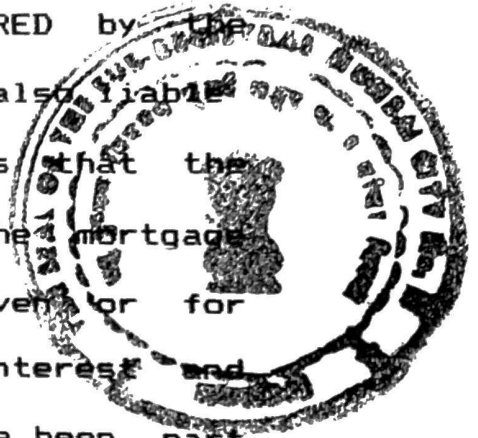
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And it is further agreed by the Mortgagor that in the event of the Borrower failing to repay the said mortgage amount with all the interest and expenses and other monies agreed, the outstanding shall become due and payable at once and the Mortgagee shall be entitled to enforce the security hereby created by filing a suit

[Handwritten signature]
[Handwritten signature]

or application against the Mortqagor / Borrower for recovery of the mortgage debt and/or for sale of mortgage Property by an order of Competent Court or Tribunal or otherwise without prejudice to rights provided to Mortgagee under the Securitisation and Reconstruction Financial Assests and Enforcement of Securities Interest Act,2002 and to realise and receive the said mortgage amount with interest and expenses out of the sale proceeds of the said Property.

AND IT IS FURTHER AGREED AND DECLARED by the Mortqagor / Borrower that he/they shall be also liable and pay all the costs, charges, expenses that the Mortgagee will incur for documentation of the mortgage of the property or the security so given for for realisation of the mortgage amount with interest and expenses and the sum shall be deemed to have been part of the mortgage amount and the securities so security thereof.



₹ 2600	
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AND it is further agreed and declared the event of the sale proceeds of said Property more particularly described in Schedule hereinunder written, becoming inadequate to meet the liabilities arising out of the mortgage amount the Mortqagor/Borrower hereby agreed and to pay to the Mortgagee the balance amount if any as demanded by the Mortgagee with interest at the agreed rate within a period of 15 days from the date of the sale of the security and it is further agreed and declared that in the event of sale proceeds of the said Property is in excess of the mortgage amount with

[Handwritten signatures]

interest and expenses and other dues, the balance amount after deducting from the sale proceeds of the security shall be repaid to the Mortqagor.

AND it is further agreed and declared that in the event of the sale proceeds of the security provided herein becoming inadequate to meet the mortgage amount with interest expenses and other dues, the shortfall shall be made good by the Mortqagor / Borrower within 15 days from the date of demand and in failure thereof the Mortgagee is entitled to proceed against the Mortqagor Borrower for recovering the balance amount with interest, penal interest, expenses, etc.



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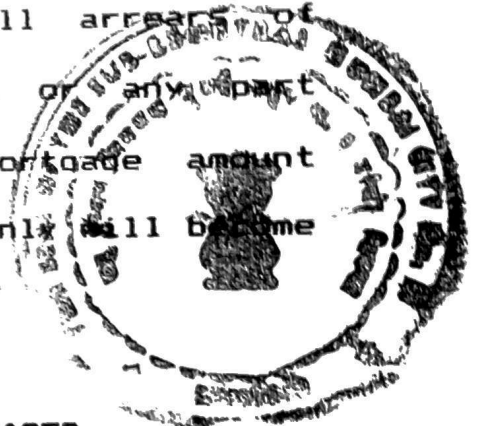
AND it is further agreed and declared that during the pendency of the security hereby created and until the repayment of the mortgage amount the Mortqagor / Borrower will get insured and keep insured the said Property against loss, damages due to fire, flood, riot, earthquake or any other accidents in the sum of at least for the value of the said Property with some Insurance Company of repute and pay all premium on the Insurance policy as and when it becomes due and payable in respect thereof to such company and shall hand over the policy to the Mortgagee duly endorsed to their names as assignees and in the event of Mortqagor / Borrower failing to do so or to pay the premium, the Mortgagee will be entitled to insure the said Property and to pay the premium thereon and the amount paid by the Mortgagee

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[Handwritten signature]

in respect thereof will be deemed to form part of the Mortgage amount which will have to be repaid with interest prevailing from time to time.

And it is further agreed that in the event of the said Property being destroyed or damaged by fire or any other occurrence/s as aforesaid, the Mortgagee will be entitled to receive the insurance claim under such policy to the exclusion of the Mortgagor / Borrower and to appropriate the same first towards all arrears of interest and then the principal amount or any part thereof as may be sufficient to pay the mortgage amount due and if any surplus remains the same only will be payable to Mortgagor .



SCHEDULE OF THE PROPERTY MORTGAGED

पत्र - ३
१६०० / २
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ALL THAT PIECE AND PARCEL of Flat NO.A/702, adms. 506 Sq.ft. built up, Seventh Floor, Society known as The Rehabilitation Co-operative Hsq.Soc. Ltd., situated at Bhagyalaxmi Building, Kennedy Bridge, Low Level, Girquam, Opera House, Mumbai-400 004, having Society Registration No.BOM/HS6/2876 of 1961, in the Cadastral Survey No.1646 & 1648/1 Girquam Division, Dist.Mumbai.

[Handwritten signature]
Alok Pathak

IN WITNESS WHEREOF the Mortgagor and Borrower & Mortgagee have hereunto put their hands at Mumbai, on this _____ th day of March, 2012.

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED "MORTGAGOR")

SHRI ^{Alok} ~~AMOL~~ M. TODI,)

in the presence of *Pratik*)

Alok Tod

MORTGAGOR

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED "MORTGAGOR")

M/S. ALTAC METAL & TUBES PVT. LTD.)

Through Director)

SHRI ALOK M. TODI)

in the presence of *Pratik*)



Alok Tod
Chairman / Director / Authorised Signatory

For Altac Metal & Tubes Pvt. Ltd.
Borrower

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED "MORTGAGEE")

JANASEVA SAHAKARI BANK (BORIVLI) LTD.,)

its Goregaon (East) Branch, in the)

presence of *Pratik*)

For JANA SEVA SAHAKARI BANK (BORIVLI) LTD.
Goregaon (East) Branch

[Signature]
Authorised Signatory

MORTGAGEE

WITNESSES:-

- 1.
- 2.

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JANASEVA SAHAKARI BANK (BORIVLI) LTD.

Goregaon (East) Branch

32-34, Home Aay Co-Op. Hgs. Soc. Ltd., Vishveshwar Road, Goregaon (East), Mumbai - 400 063
☎ : 2927 6241 / 2927 6242

Ref. No.

Date: 22/03/2012

TO WHOME IT MAY CONCERN

This is to certify that we hereby authorized to Mr. Ramesh Babu Gore, for registration of loan documents of M/s. Altac Metal & Tubes Pvt. Ltd. on behalf of our Bank.


Manager



लवई - ₹	
२५००	७७
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H.O. : 'Nand Dham', L. T. Road, Borivli (W), Mumbai - 92
Tel. : 2892 7840 Fax : 2899 8842 E-mail : jssbi@mtnl.net.in

ANASEVA SAHAKARI BANK (BORIVLI) LTD.

Goregaon (East) Branch

Atms Alley (Hb, Vishveshwar Road, Goregaon (East), Mumbai-400 063.

Tel: 29226241 / 42 Email: jobs@anaseva.net.in

Date: 11/01/2012

M/s. Atlas Metal & Tubes Pvt. Ltd.
 Directors: 1. Mr. Abh M. Todi
 2. Smt. Kanchalyn M. Todi
 A/702, 7th Floor, Bhagyalaxmi Tower,
 Near Kennedy Bridge, Opera House,
 Mumbai-400 064



Dear Sir,

We are pleased to inform you that your request for Cash Credit of Rs. 150,00,000.00 (Rupees One Hundred Fifty Lacs Only) is considered by our Board of Directors in their Board Meeting for revalidation of sanction and disbursement held on 29th February 2012.

Details of Limits sanctioned are as under:-

Facility	Security	Margin	Exist	New	ROI/Remark
Cash Credit Facility	Primary:				With Interest @15% p.a. Renewable in ever year
	Hypothecation of Stock	25%	NO	YES	
	Hypothecation of Book Debts	40%			
	Collateral:				
	Register Mortgage of Office Premises at Flat No. A-702, 7 th Floor, Bhagyalaxmi Tower, Kennedy Bridge, Low Level, Opera House, Mumbai 400 064 and Personal guarantee of all Directors				

बबई - ३
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Purpose: Cash Credit facility of Rs. 150,00,000.00 (Rupees One Hundred Fifty Lacs Only) for the purpose of Working Capital Requirement.

The Security and other terms and conditions of the sanction are as under:

1. Prime Security for Cash Credit facility for Rs. 150,00,000.00

Hypothecation of Stock with 25% margin and Hypothecation of Book Debts with 40% margin outstanding within 120 days

2. Collateral Security:

Register Mortgage of Office Premises at Flat No. A-702, 7th floor, Bhagyalaxmi Tower, Kennedy Bridge, Low Level, Opera House, Mumbai-400 064 and Personal guarantee of all Directors



JANASEVA SAHAKARI BANK (BORIVLI) LTD.

Goregaon(East) Branch

Acme Amay CHS, Vishveshwar Road, Goregaon (East), Mumbai-400 063.

Tel: 2927 6241 / 42. Email : jssblge@mtnl.net.in


3. Guarantors:

- Guarantee of a) Mr. Alok M. Todi
b) Smt. Kaushalya M. Todi
c) Mr. Maheshbhai B. Surti
d) Mr. Ardhendu N. Bhattacharya

4. Term & Conditions:

1. Audited Balance Sheet as on 31.03.2011 is to be obtained on or before 31.10.2011.
2. Borrower and Sureties to execute the necessary bank documents.
3. Borrower to subscribe to additional Bank's Share and Guarantors to become nominal members.
4. Processing Charges as applicable will be recovered up front.
5. Original Agreement & Chain of Agreements and Share Certificate to be obtained from the Flat / Office of the Company.
6. Monthly Stock Statement & Book Debts to be obtained on or before 10th of each month & failure will attract 2% penalty absolute/rejected stock if any should not be include in stock statement.
7. A/c to be operated from our Bank only & to close other Banks A/c.
8. Charge to be registered with ROC within 30 days from the disbursement and ROC search report to be obtained.
9. Sister Concern A/c also to be operated with our Bank and Branch to confirm that there is no diversion of fund.
10. Unsecured Loan will not be withdrawn without Bank's permission during the currency of Bank Finance.
11. Limit is valid for 12 months from the date of Sanction.

You are advised to return the duplicate copy of this letter duly signed by you and guarantors in token of your acceptance the terms and conditions of sanction.


Branch Manager

Sanction accepted on above terms and conditions



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Signature of Borrower

Signatures of Guarantors.

ALTAC METAL & TUBES PRIVATE LIMITED

DEALERS OF: FERROUS & NON FERROUS METALS.

A-702 Bhagya Laxmi, Kennedy Bridge, Opera House, Mumbai - 400 004. Mobile No. 0091 989 299 3898,
Fax No. 0091 22 2385 3566 E-mail : toditubeindustry@yahoo.co.in



Board Resolution passed at Board Meeting of /s. Altac Metal & Tubes Pvt. Ltd. held on 20th March 2012

Meeting of the Board of Directors was held on 20th March 2012. The meeting was chaired by the entire Director's Mr. Alok M. Todi, Mrs. A. Todi & Mrs. Kaushalya M. Todi.

Resolved that consent of the company shall open a current account with Sava Sahakari Bank (Borivali) Ltd. Goregaon (East) Branch. The company has also approached the above bank for the secured limits, which is sanctioned to the tune of Rs 1,50,00,000/- on 23/09/2011 and extension letter dated 21/03/2012. For Carrying on day to day operation of the company bank accounts & to be operate by one of the Director Mr. Alok Madangopalji Todi, is hereby authorized to represent on company's behalf and sign the necessary documents legal, mortgage, registration and all necessary formalities to do all such acts, things and that may be required in this regard."

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POPP	

Member of the Board

Altac Metal & Tubes Pvt. Ltd.

Alok Todi *Kaushalya M. Todi* *Todi*
Chairman & Managing Director