



सत्यमेव जयते

INDIA NON JUDICIAL Union Territory Administration of Dadra and Nagar Haveli and Daman and Diu

e-Stamp

Certificate No.	: IN-DN14216390764814T
Certificate Issued Date	: 05-Aug-2021 03:02 PM
Account Reference	: IMPACC (FI)/ dnelimp10/ SILVASSA/ DN-DN
Unique Doc. Reference	: SUBIN-DNDNELIMP1014769140424391T
Purchased by	: SACHI MOLDING SOLUTIONS PVT LTD
Description of Document	: Article Mortgage/Loans
Property Description	: SRV.NO:33/1/2,33/2/1,33/4,33/2/2,33/2/2/2,34/2/2,34/2/1,OF VILL-DADRA DNH
Consideration Price (Rs.)	: 2,75,00,000 (Two Crore Seventy Five Lakh only)
First Party	: SACHI MOLDING SOLUTIONS PVT LTD
Second Party	: BANK OF MAHARASHTRA GOKHALE RD DADAR MUMBAI
Stamp Duty Paid By	: SACHI MOLDING SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	: 68,750 (Sixty Eight Thousand Seven Hundred And Fifty only)



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IKC 0006300103

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

COMPOSITE DEED OF SIMPLE MORTGAGE TO SECURE ALL THE FACILITIES (OTHER THAN FOR AGRICULTURAL PURPOSE)

This Mortgage is executed at **MUMBAI** on this 22 day of August 2021 by

SACHI MOLDING SOLUTIONS PRIVATE LIMITED, a private limited company incorporated under the **Companies Act, 1956** having its registered office at **Near Daman Ganga River, Dadra, 396193, UT of D&NH & DD**

Hereinafter referred to as the **Mortgagor/s** (Which expression shall include his/her/their/its heirs, executors, administrators, successors and assigns wherever the context shall so permit)

in favour of **BANK OF MAHARASHTRA**, a body corporate, constituted by and under the Mortgagee Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at "Lokmangal" 1501, Shivajinagar, Pune 411 005 and a Branch office amongst other places at **GOKHALE ROAD** (hereinafter called "Mortgagee Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

WHEREAS the Mortgagor/s is/are seized and possessed of and otherwise well and sufficiently entitled to the land/leasehold interest/Rights and the building/flat/Apartment/shop/factory/shed standing thereon situate lying and being at Village Dadra and the fixed plant, machinery and fixtures annexed thereto hereinafter referred to as the said property and is more particularly described in the Third and Fourth Schedule respectively hereunder written

AND Whereas the Mortgagor/s has/have applied to the Mortgagee Bank to grant facilities/limits or to continue or enhance the existing limit/s aggregating to Rs. 2,75,00,000/- which the Mortgagee Bank has agreed to do and has accordingly sanctioned/enhanced the facilities more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in the letter of sanction No: **M-0042-21-017227** dated **27 / 7 / 2021** which is annexed to this document as Fifth Schedule. The Mortgagor/s has/have agreed to the said terms and conditions and with a view to secure to the Mortgagee Bank repayment of all the amount/s due under or in respect of the said credit facilities together with interest, commission, costs, charges and expenses and for creating charge on all its properties more particularly described in the Third & Fourth Schedules hereunder written is/are executing these presents in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In pursuance of the aforesaid and in consideration of the Mortgagee Bank having sanctioned/having continued and/or enhanced the existing limit/s mentioned in the Schedule I hereunder written aggregating to Rs.2,75,00,000/- (Rupees Rs. Two Crore Seventy Five Lakh) the Mortgagor/s doth/do hereby covenant to repay to the Mortgagee Bank on

P. D. Sengupta



demand all the monies due under or in respect of the working capital facilities as more particularly described in the First Schedule hereunder written and repay all the amounts of loans as per the repayment programme contained in the letter of sanction and also in the Second Schedule hereunto written or as may be modified and to repay all the amounts the Mortgagee Bank may be required to pay under the nonfund facilities such as L/C, L/C limit, Mortgagee Bank Guarantee, BG limit, as mentioned in Para (B) of the First Schedule hereunder written together with agreed interest, additional interest, penal interest, commission, costs, charges and expenses as stated hereunder.

In case of term loans in the event of failure to pay any one of the installments on due date the entire amount in the said term loan accounts shall, at the option of the Bank become due and payable immediately and forthwith. All Advances made by the Mortgagee Bank under the said account(s) and the balances due to the Mortgagee Bank, there under shall be repayable to the Bank on demand;

As regards the L/Cs / L/C limits or Mortgagee Bank guarantee / BG limit/DPG the Mortgagor agrees to pay forthwith on demand any amount the Mortgagee Bank may be required to pay to the beneficiaries under the said facilities together with interest, commission, costs, charges and expenses and such amount irrespective of whether it is debited to a separate forced loan account or debited to the cash credit account, shall be secured by charge of Mortgage created by these presents.

2. The Mortgagor/s agree/s with the Mortgagee Bank that so long as the said Facilities or any portion thereof will remain outstanding or unpaid, the Mortgagor/s will pay to the Mortgagee Bank interest on the outstanding amount/s from time to time and commission, costs, charges, expenses, penal interest etc. at such rate and rests and periodicity as mentioned in the First Schedule hereunder written and also in the Mortgagee Bank's sanction letter dated 27 / 7 / 2021 a copy whereof is annexed as the Fifth Schedule.
3. The Mortgagee Bank shall be entitled to change the rate of interest, periodicity, mode and basis/ method of charging, based on any statute of Government/RBI guidelines or policy of the Mortgagee Bank or change in the credit risk rating or any other criteria for changing the said interest as may be deemed fit and necessary by the Mortgagee Bank in its sole discretion and the Mortgagor hereby agrees to pay interest at such changed rate from time to time as if the same has been provided hereunder.
4. The Mortgagee Bank hereby reserves the right to review the rate of interest stipulated and shall be entitled to reset the rate of interest as may be considered appropriate by the Mortgagee Bank in its sole discretion. The reset date would be as stated in the sanction or as may be stipulated by the Mortgagee Bank.
5. The Mortgagor/s hereby agree/s that in the event of failure to comply with any of the terms and conditions contained in the sanction letter as well as in this agreement, such interest shall be capitalized and will carry interest at the same rate as is applicable to the said facilities. It is specifically agreed by the Mortgagor/s that the right of the Mortgagee Bank to capitalize the interest is in addition to the right of the Mortgagee Bank to

charge additional interest/penal interest @ 2% or such other rate as may be stipulated by the Mortgagee Bank from the date of default to the date of actual payment and will be treated as an advance secured by these presents. Similarly Mortgagor agrees to pay commitment charges, as per policy of the Mortgagee Bank, in case of prepayment of credit facilities.

6. The Mortgagor shall abide by and fully comply with all other terms, condition, provisions and stipulations contained in the letter of sanction dated 27 / 7 / 2021, copy whereof is annexed hereto as Fifth Schedule together with such amendments/modifications/changes, variations or alterations if any made by the Mortgagee Bank from to time in its sole discretion without any notice or reference to the Mortgagor. Besides the said terms and conditions stipulated in the sanction letter the Mortgagor/s covenant/s to abide by and comply with all the terms condition, provisions and stipulations contained in this document.

Notwithstanding the Mortgagee Bank's decision/action/policy, if any, to reverse any debit entry or not to debit interest or not to make any debit entry in Mortgagee Bank's books or in ledger account or in statement of account or any account for any period whatsoever, the Mortgagors shall be bound and liable to pay jointly and severally to the Mortgagee Bank, the entire outstanding debit balance and compound interest thereon with quarterly/monthly/half yearly/yearly rests till the date of realization, recovery or collection by the Mortgagee Bank of all such amounts plus penal interest, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Mortgagee Bank from time to time, without reference, notice or intimation by the Mortgagee Bank at any time whatsoever.

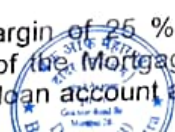
8. In consideration of the aforesaid premises and in consideration of the Mortgagee Bank having granted/continued/enhanced the credit facilities mentioned in the First Schedule hereunto for the purpose and subject to the terms and conditions agreed by the Mortgagor/s, the Mortgagor/s do/doth and each of them doth hereby charge, mortgage and transfer his/their respective right, title and interest in, to and upon his/their said property i.e. land/leasehold interest/Rights and interest in the building/flat/Apartment/shop/factory/shed standing thereon situate lying and being at Village Dadra under UT of Dadra Nagar Haveli and the fixed plant, machinery and fixtures annexed thereto hereinafter referred to as the said property and is more particularly described in the Third and Fourth Schedule respectively hereunder written and the buildings, structures that may be hereafter created and the compounds, yard, areas, ways, passages, sewers, drains, trees, plants, wells, water, lights, liberties, privileges, easements advantages and appurtenances whatsoever to the said land, hereditaments and premises or any part thereof and the fixed plant, machinery, equipment, furniture and fixtures annexed thereto belonging to or in anywise appertaining or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant thereto and All in the rights, title, interest, claim and demand whatsoever of the Mortgagor/s in the said property (which all premises hereby mortgaged hereinafter for brevity's sake are referred to as 'The Mortgaged property') UNTO and in favour of the Mortgagee to secure repayment of the said credit facilities mentioned in the First Schedule and all the interests, costs, charges and expenses and other sums hereby secured and to be paid by the Mortgagor/s to the Mortgagee.



P. D. Sanyal
Registrar of Maharashtra

9. The Mortgagor/s further agrees that in case the said facilities are eligible for cover under any Guarantee or such other Scheme, the Mortgagor shall bear the guarantee fee / charges paid/to be paid in connection with the said Facilities and it is agreed that the said guarantee fee/charges shall be debited to the Mortgagor's Account and shall be treated as part of the said Facility and shall carry like interest and be secured in the same manner as the said facility.
10. The Mortgagor/s hereby declares, covenants, engages and agrees with the Mortgagee Bank as follows.
- All moneys drawn or disbursed from the Mortgagee Bank and credited in the said Account(s) shall be solely applied and used and utilized for the purpose for which the respective credit facility is sanctioned, and for no other purpose. In the event of any breach of this covenant, the Mortgagee Bank shall be entitled to treat it as diversification of funds. The Mortgagee Bank in its sole discretion shall be entitled to treat the Mortgagor/s as willful defaulters in the event of acts of omission, the guidelines issued as per stipulated by RBI/Government from time to time and all the consequences of such diversification and/or willful default shall follow and the Mortgagee Bank shall be entitled to take civil/criminal action as it may deem fit.
 - Mortgagor/s agrees to repay the said term loans in the installments in the manner detailed in the Second Schedule hereunder written and in the event of failure to pay any one of the installments on due date the entire amount in the said term loan accounts shall, at the option of the Mortgagee Bank become due and payable immediately and forthwith. All Advances made by the Mortgagee Bank under the said account(s) and the balances due to the Mortgagee Bank, there under shall be repayable to the Mortgagee Bank on demand;
 - The Mortgagor/s shall not make any sale of any of the Mortgaged assets described in the Fourth Schedule, without the prior written permission of the Mortgagee Bank.
 - The Mortgagor/s shall execute on demand by the Mortgagee Bank such further documents as may be required by the Mortgagee Bank to vest the said Book Debts and to render the same readily realizable or transferable by the Mortgagee Bank at any time.
 - All advances [except Term Loan] made by the Mortgagee Bank under the said account(s) and the balances due to the Mortgagee Bank, there under shall be repayable to the Mortgagee Bank on demand. It is specifically agreed by the Mortgagors that in case of more than one facilities, if there be any breach or default in respect of any account and/or the said account becoming Non Performing Asset, the Mortgagee shall be, at its sole discretion, entitled to treat that breach has also been committed in other accounts and to treat all the other accounts also as Non Performance Accounts and to demand all the monies due under or in respect of all the said facilities.

f) The Mortgagor/s agrees to maintain minimum margin of 25 % by way of Deposits, Book Debts or Stock in favour of the Mortgagee Bank Between the amounts outstanding under the loan account and



any other similar facilities and the market value (or book value whichever is lower) of the property hereby Mortgaged. The Mortgagee Bank shall be entitled to change the percentage of margin as and when the Mortgagee Bank deems necessary in its sole discretion.

- g) The Mortgaged assets shall be at all times during the continuance of this facility and so long as any money shall remain due and owing under the said loan account be maintained in good and working condition and insured and kept insured by and at the expenses of the Mortgagors against loss or damage by fire, flood, theft, burglary and such other risks as may be from time to time required by the Mortgagee Bank or be required by law to the full extent of the value thereof, in an insurance office or offices, of repute approved by the Mortgagee Bank in the name of the Mortgagor/s and assign to the Mortgagee Bank and either case the policies shall be handed over to the Mortgagee Bank. The Mortgagor/s shall duly and punctually pay the premium, due on the policies at least one week before the same shall have become due or payable and hand over the receipts to the Mortgagee Bank and Mortgagor/s agrees not to raise at anytime any dispute as to the amount of insurable interest of the Mortgagee Bank.

If the Mortgagor/s shall make the default in effecting such insurance as aforesaid or renewing any policy or in respect of payment of such premium or in keeping the Mortgaged assets so insured or in delivering to the Mortgagee Bank the policies or receipts for the premium it shall be lawful for BUT NOT OBLIGATORY ON the Mortgagee Bank at its option to effect such insurance or to renew or to pay such premium and to keep the Mortgaged assets insured and to debit the expenses incurred by the Mortgagee Bank for that purpose to the Mortgagor's account and the same shall be treated as an advance secured by these presents.

Even though the Mortgagee Bank may have on earlier occasions exercised the option to take out or renew the policy the same shall not cast any obligation on the Mortgagee Bank to do so on any subsequent occasions and this shall be the sole and primary responsibility of the Mortgagor/s. In case the Mortgagor suffers any loss due to non-renewal of policy/non-payment of premia or due to any other reason for which the claim may be rejected by the Insurance Company, the Mortgagee Bank shall not be in any way liable for the same.

- h) In case of fund based facilities/limits the amounts to be allowed to be outstanding by the Mortgagee Bank from time to time on the said account shall not exceed the respective limits mentioned in the sanction letter as well as in the schedule hereunder written. However, the Mortgagee Bank shall have an absolute discretion to determine how much amount out of the aforesaid limit/s it will advance and/or allow to be outstanding from time to time in the said account and the Mortgagee Bank shall be at liberty to terminate the said facility and refuse to allow further drawings thereon at any time without any previous notice to the Mortgagor/s. The Mortgagor further agrees that the Mortgagee Bank may in its sole discretion allow any overdraft over and above the sanctioned limits. Mortgagor hereby covenants to repay the same with agreed interest,



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