भाग 1

| प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला |

उप निबन्धक (तृतीय) क्रम सं० 6172

गाजियाबाद

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 13-Apr-2016

प्रस्तुतकर्ता या प्रार्थी का नाम केवल लखेड़ा प्रतिनिधि औक्सीरिच डवलपर्स ए

लेख का प्रकार बंधक पत्र (बिना कब्जा)

प्रतिफल की धनराशि 10,000,000. / 0.00

1. रजिस्ट्रीकरण शुल्क 20,000.0
2. प्रतिलिपिकरण शुल्क 160
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 20,160.0

शुल्क वसूल करने का दिनांक 13-Apr-2016

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार किया 13-Apr-2016

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कार्यालय
रजिस्ट्रार तृतीय
गाजियाबाद

2772

# INDIA NON JUDICIAL

## Government of Uttar Pradesh

### e-Stamp

सत्यमेव जयते

| | | |
|---|---|---|
| Certificate No. | : | IN-UP01897251969275O |
| Certificate Issued Date | : | 13-Apr-2016 02:02 PM |
| Account Reference | : | SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB |
| Unique Doc. Reference | : | SUBIN-UPUPSHCIL01022151233635150 |
| Purchased by | : | OXIRICH DEVELOPERS AND PROMOTORS PVT LTD |
| Description of Document | : | Article 40 Mortgage Deed |
| Property Description | : | GROUP HOUSING PLOT NO. GH-7A KOYAL ENCLAVE GZB |
| Consideration Price (Rs.) | : | 1,00,00,000 (One Crore only) |
| First Party | : | OXIRICH DEVELOPERS AND PROMOTORS PVT LTD |
| Second Party | : | DCB BANK LIMITED |
| Stamp Duty Paid By | : | OXIRICH DEVELOPERS AND PROMOTORS PVT LTD |
| Stamp Duty Amount(Rs.) | : | 2,50,000 (Two Lakh Fifty Thousand only) |

VERIFIED BY
Sub-Registrer-III
Ghaziabad

LOCKED BY
Sub-Registrer-III
Ghaziabad

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

For DCB BANK LIMITED
Authorised Signatory

For Oxirich Developers And Promotors Pvt. Ltd.

Authorised Signatory

0002758015

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com'. Any discrepancy in the details on this Certificate and as available on the website 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.

## INDENTURE OF MORTGAGE
## (WITHOUT POSSESSION)

This **INDENTURE OF MORTGAGE** is executed at Ghaziabad (U.P.) on this 13th day of April 2016

BETWEEN

**OXIRICH DEVELOPERS AND PROMOTERS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at 915, 9th Floor, Arunachal, Barakhamba Road, Connaught Place, New Delhi – 110001{**through its Authorised Signatory/s: Mr. Kewal Lakhera – Director (s/o Mr. Mahi Ram Lakhera)**} (hereinafter referred to as the "**Mortgagor / Borrower**" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns) of the ONE PART

COMPANY PAN – AACCO1620R

AND

**DCB BANK LIMITED,** a Banking Company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 601 & 602, 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400013, Maharashtra and a CAD (Credit Administration Department) office amongst others at A-SET House, 7/56, Desh Bandhu Gupta Road, Karol Bagh, New Delhi – 110005 {**through its Authorised Signatory: Mr. Anupam Chadha – Associate Vice President (s/o Mr. P. R. Chadha)**} (hereinafter called the "**Mortgagee / Bank**" which expression shall wherever the context so admits be deemed to include its successors and assigns) of the OTHER PART COMPANY PAN – AAACD1461F

ADHAR NO – 6125 3206 4112

**WHEREAS:**

1(a) **OXIRICH DEVELOPERS AND PROMOTERS PRIVATE LIMITED** (hereinafter referred as the **"said Mortgagor"**) is the Owner/Developer and is seized and possessed of and/or otherwise well and sufficiently entitled to develop and own all that immovable properties with all accessions as more particularly described in the **First Schedule** hereunder written.

(b) The Mortgagor has obtained building permission from the Competent Authority/ies as also other permissions as required by law from various authorities, agencies, departments of the **Government of U.P. and/or Government of India** under Development Control Regulations or any other regulations for the time being in force to develop the said immovable properties as more particularly described in the First Schedule hereunder written and to construct buildings (residential and commercial) on the said immovable properties under the project named and styled as **"OXIRICH NEW DELHI EXTENSION"** (herein after for brevity's sake referred to as **"the said Project"**) and to sell the flats/ units/ offices/ premises/ shops/ etc. in the said Project.

For Oxirich Developers And Promotors Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

**बंधक पत्र (बिना कब्जा)**

| | | | | |
|---|---|---|---|---|
| 10,000,000.00 | 20,000.00 | 160 | 20,160.00 | 68 |
| बन्धक धनराशि | फीस रजिस्ट्री | नकल व प्रति शुल्क | योग | पृष्ठों की संख्या |

श्री केवल लखेडा प्रतिनिधि औक्सीरिच डवलपर्स एड प्रमोटर्स प्रा लि AA

पुत्र श्री माही राम लखेडा

व्यवसाय नौकरी गृहिणी अन्य

निवासी स्थायी 915 9वां तल अरूणोचल बाराखम्बा रोड कनाट प्लेस दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 13/4/2016 समय 3:32PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुकेश कुमार सागर
उप निबन्धक (तृतीय)
गाजियाबाद
13/4/2016

निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

बंधकी

श्री केवल लखेडा
प्रतिनिधि औक्सीरिच डवलपर्स एड प्रमोटर्स प्रा लि
AACCO1620R
पुत्र श्री माही राम लखेडा
पुत्र/पत्नी श्री पेशा नौकरी गृहिणी अन्य

बंधक कर्ता

श्री अनुपम चढढा
प्रतिनिधि डी सी बी बैक लि AAACD1461F
पुत्र श्री पी आर चढढा
पेशा नौकरी गृहिणी अन्य
निवासी 7/56 देश बन्धु गुप्ता रोड करोल बाग दिल्ली

ने निष्पादन स्वीकार किया।

जिनकी पहचान हेमन्त गुप्ता डी एल ए वी गुप्ता

पेशा नौकरी गृहिणी अन्य

निवासी एस-2/273 निति खण्ड-2 इन्द्रापुरम गाबाद

व आकाश पाण्डेय डी एल बाल्मीकि पाण्डेय

पेशा नौकरी गृहिणी अन्य

निवासी ई ब्लाक भुली नगर धनबाद झारखण्ड

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुकेश कुमार सागर
उप निबन्धक (तृतीय)
गाजियाबाद
13/4/2016

(c) The Mortgagor is seized and possessed of and/or otherwise well and sufficiently entitled to all that immovable properties as more particularly described in the First Schedule hereunder written (hereinafter referred to as the "**Mortgaged Property**").

2. The Mortgagor is seized and possessed of or otherwise well and sufficiently entitled to all the present and future receivables arising out of sale of flats/ units/ offices / premises/ shops/ etc. pertaining to the construction of building/s in the said Project which is financed by the Bank and more particularly described in the First Schedule hereunder written.

3. In order to enable the Mortgagor to meet the construction cost and the cash flow requirements related to the said Project, the Bank has at the request of the Mortgagor granted/agreed to grant to the Mortgagor a secured **Term Loan facility** with a limit of **Rs.1,00,00,000.00 (Rupees One Crore Only)** on the terms and conditions set out in the Bank's Sanction Letter dated **18th March 2016** issued by the Bank to the Mortgagor and duly accepted by the Mortgagor, and the Letter of Lien & Set Off, Master General Terms Agreement, Term Loan Agreement, Deed of Hypothecation, Undertakings and other Financing Documents / Security Documents executed by the Mortgagor/Borrower, any other agreement and/or documents as may be stipulated / obtained by the Bank from time to time, and inter-alia on the security of the said Mortgaged Assets / Mortgaged Property by way of a first and exclusive charge and other terms and conditions as set out hereinafter and on the Mortgagor/Borrower agreeing to maintain the stipulated margin.

4. The Mortgagor has obtained permission of Ghaziabad Development Authority (vide letter no. 651 dated 31st March 2016) for creation of mortgage over the said Mortgaged Property in favour of the Bank.

5. The Bank has called upon and required the Mortgagor to execute these presents which the Mortgagor has agreed to do in the manner herein after appearing.

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

## 1. DEFINITIONS & CONSTRUCTION

**Definitions**

In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings:-

For Oxirich Developers And Promoters Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

## बंधकी

Registration No.: 2772 Year : 2,016 Book No. : 1

0101 केवल लखेडा प्रतिनिधि औक्सीरिच डवलपर्स एड प्रमोटर्स प्रा

माही राम लखेडा

915 9वां तल अरूणाचल बाराखम्बा रोड कनाट प्लेस दिल्ली

नौकरी गृहिणी अन्य

**Event of Default** means an event which is an event of default under the Sanction Letter/s / Master General Terms Agreement / Term Loan Agreement / Letter of Lien & Set Off, Deed of Hypothecation, Undertaking, entitling the Bank to various rights therein on the occurrence of that event and shall also include the events of default mentioned in the Second Schedule of these presents.

**Final Settlement Date** shall mean the date on which all the outstanding dues are fully paid off as per the Bank's Sanction Letter/s and the Bank confirms in writing that no dues are outstanding by the Borrower to the Bank under the Financing Documents / Security Documents.

**Financing Documents** shall mean the documents executed / proposed to be executed by the Mortgagor/Borrower in respect of the said secured Term Loan facility provided / agreed to be provided by the Bank to the Mortgagor/Borrower including the Sanction Letter/s, Lien & Set Off Letter, Master General Terms Agreement, Term Loan Agreement, Deed of Hypothecation, Undertakings and other Security Documents as may be stipulated / obtained by the Bank from time to time..

**Further Interest Rate** means the default / additional interest rate specified in the Sanction Letter/s and/or Financing Documents / Security Documents for any default / delay in compliance of any of the terms and conditions as stipulated in the Sanction Letter/s and/or Financing Documents / Security Documents.

**Indenture** shall mean this Indenture of Mortgage, charge and any amendments thereto.

**Insurance Contracts** shall mean the insurance contracts and policies, any substitutes therefor, any additional insurance contracts or policies in relation to the Mortgaged Property.

**Mortgage Debt / Secured Debt** shall mean the **Term Loan facility of Rs.1,00,00,000.00 (Rupees One Crore Only)** secured by way of this Indenture of Mortgage, together with all interest, commission, all fees, premia on prepayment (if any), costs, charges, commission and expenses, whatsoever stipulated in or payable.

**Mortgaged Property** shall mean all the mortgaged immovable properties and all fittings, fixtures and attachments made in the buildings constructed or to be constructed thereon as more particularly described in the First Schedule hereunder written and all present and future receivables arising out of sale of flats/ units/ offices / premises/ shops/ etc. pertaining to the construction of buildings in the said Project **"OXIRICH NEW DELHI EXTENSION"** and more particularly described in the First Schedule hereunder written expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the redemption of the principal amount, premium on redemption, interest, liquidated damages and other monies for the time being owing and intended to be

For Oxirich Developers And Promotors Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

## बंधककर्ता

Registration No. : 2772 Year : 2,016 Book No. : 1

0201 अनुपम चढ्ढा प्रतिनिधि डी सी बी बैंक लि AAACD1461

पी आर चढ्ढा

7/56 देश बन्धु गुप्ता रोड करोल बाग दिल्ली

नौकरी गृहिणी अन्य

secured hereunder in terms of the provisions of Clause 4 hereof and all future properties acquired by the said Mortgagor, hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the said Mortgagor to the Bank in terms of Clause 4 hereof, as the context may permit or so require

**Security Documents** shall mean all documents to be entered into or executed by the said Mortgagor/Borrower and Guarantor/s for creating and perfecting the Security Interest in favour of the Bank/Mortgagee for the Secured Debt including:

(i) Indenture of Mortgage;

(ii) Master General Terms Agreement;

(iii) Term Loan Agreement;

(iv) Deed of Hypothecation;

(v) Letter of Lien & Set-Off;

(vi) Undertaking;

(vii) Such other documents as required by the Bank for creating complete security in accordance with the Sanction Letter/s.

**Security Interest** shall mean any mortgage, pledge, lien, hypothecation, guarantee, charge, assignment, set-off, or other interest in the nature of security, deed of trust or other encumbrance of any kind, or any other type of preferential arrangement (including without limitation, any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof) of, in or over the mortgaged assets and any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract and any mortgage, pledge, lien, hypothecation, charge, assignment, or other interest created by any other person.

## 2. BENEFIT OF INDENTURE

The Bank shall hold the Security Interest created by the said Mortgagor in its favour under this Indenture over the Mortgaged Property, including the covenants, rights, benefits, claims and mortgages given by the said Mortgagor pursuant hereto, including the Bank's successors, assigns and novatees.

## 3. COVENANT TO PAY

The Mortgagor/Borrower shall comply with the terms and conditions of the Financing Documents / Security Documents and shall repay or pay the Mortgage Debt in accordance with the terms of the Sanction Letter/s and Financing Documents / Security Documents and this Indenture.

For Oxirich Developers And Promotors Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

## गवाह

Registration No.: 2772 Year : 2016 Book No. : 1

**W1** हेमन्त गुप्ता डी एल

ए वी गुप्ता

एस-2/273 निति खण्ड-2 इन्द्रापुरम गाबाद

नौकरी गृहिणी अन्य

**W2** आकाश पाण्डेय डी एल

बाल्मीकि पाण्डेय

ई ब्लाक भुली नगर धनबाद झारखण्ड

नौकरी गृहिणी अन्य

## 4. GRANT AND TRANSFERS

4.1. For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured, the Mortgagor/Borrower hereby grants, assigns, conveys, assures, charges and transfers unto the Bank/Mortgagee:

(a) all and singular the beneficial right, title and interest of the Mortgagor in respect of the Mortgaged Property as more particularly described in the First Schedule hereunder written together with all buildings and structures constructed or to be constructed thereon and all plant and machineries attached to the earth or permanently fastened to or anything attached to the earth, both present and future, including the buildings and structures, machinery, which are attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the lands and premises or any part thereof erected or constructed / to be constructed by the Mortgagor and all rights to use common areas and facilities and incidentals attached thereto and appurtenances whatsoever to the said Mortgaged Property, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claims and demands whatsoever of the said Mortgagor into and upon the same in the said project named as "**OXIRICH NEW DELHI EXTENSION**" TO HAVE AND TO HOLD by way of security all and singular the Mortgaged Property unto and to the use of Mortgagee/Bank absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

PROVIDED THAT the said Mortgagor has not given possession of the said Mortgaged Property to the Bank/Mortgagee and has also not agreed to give the possession of the said Mortgaged Property to the Bank.

(b) all the present and future receivables arising out of sale of flats/ units / offices / premises / shops/ etc. pertaining to the construction of building/s in the said Project which is financed by the Bank and more particularly described in the First Schedule hereunder written.

4.2. Further, any buildings and structures, machinery, plant, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the said Mortgaged Property hereinbefore expressed to be hereby granted, transfe[illegible]ged, assured and assigned or fixed or attached to any buildings or structures [illegible] hereafter to be erected on the said Mortgaged Property and/or any part thereof an[illegible] in[illegible] to b[illegible] connection with the business of the Mortgagor whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagor or otherwise shall be included in the present security and be subject to the provisions and covenants in these presents contained and the Mortgagor shall at its own costs forthwith vest the same in the Bank/Mortgagee by way of continuing security/charge over the said Mortgaged Property for the benefit of the Bank/Mortgagee as stated above.

4.3. For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured the Mortgagor hereby grants, assigns, conveys, assures, charges and transfers unto the Bank/Mortgagee, all and singular the beneficial right, title and interest of the Mortgagor in respect of the Mortgaged Property as more particularly described in the First Schedule hereunder together with all undivided rights to use common areas and facilities and incidentals attached thereto and appurtenances whatsoever to the said Mortgaged Property, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claims and demands whatsoever of the said Mortgagor into and upon the same TO HAVE AND TO HOLD by way of security all and singular the said Mortgaged Property to the use of the Mortgagee/Bank absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.

PROVIDED THAT the said Mortgagor has not given possession of the said Mortgaged Property to the Bank/Mortgagee and has also not agreed to give the possession of the said Mortgaged Property to the Bank.

## 5. SECURITY

### 5.1. Continuing Security

The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor of the whole or any part of the Mortgage Debt in accordance with the Financing Documents / Security Documents and shall continue till the Final Settlement Date. This is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Bank may now or hereafter hold for the Mortgage Debt or any part thereof.

For Oxirich Developers And Promoters Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

**5.2. Other Security**

This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Bank may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Mortgagor/Borrower or any other person in respect of the Mortgage Debt.

**5.3 Cumulative Powers**

The powers which this Indenture confers on the Bank and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the applicable laws and any Financing Documents / Security Documents, and may be exercised as often as the Bank or the receiver thinks appropriate in accordance with these presents; the Bank or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Mortgagor acknowledges that the respective powers of the Bank and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Bank or receiver as relevant.

**5.4 Avoidance of Payments**

If any amount paid by the Mortgagor in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Borrower and/or the Mortgagor or otherwise, then for the purpose of this Indenture, such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Mortgagor or any other claimant by the Bank.

**5.5 Margin**

The Mortgagor shall maintain such minimum margin cover as may be stipulated by the Bank/Mortgagee.

6. For the consideration aforesaid the Mortgagor doth hereby irrevocably grants full and free rights and liberty in the Mortgaged Property / Mortgaged Assets as and by way of easement, to pass, re-pass and have unfettered access at all times, for the purposes stated under the Financing Documents / Security Documents to the Bank and its nominees, agents and representatives over the Mortgaged Property / Mortgaged Assets or any part thereof mortgaged, charged and assigned by these presents in common with all other persons entitled to like rights at all time thereafter in accordance with the terms of this agreement.

For Urdich Developers And Promoters Pvt. Ltd.

Authorised Signatory



For DCB BANK LIMITED

Authorised Signatory

## 7. PROVISION FOR REDEMPTION

On the repayment of all the outstanding dues, the Bank shall, upon the written request and at the expense of the Mortgagor, reassign, re-transfer, re-convey, and release unto the Mortgagor or as the Mortgagor shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder without recourse and without any representation or warranty of any kind such of the Mortgaged Assets or only such part of the Mortgaged Property / Mortgaged Assets as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such reassignment, retransfer, re-conveyance, or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer, re-conveyance, or release of any property or assets secured under any other mortgage or charge.

## 8. DECLARATIONS AND WARRANTIES

8.1 The Mortgagor acknowledges and accepts that the Bank has agreed to enter into this Indenture on the basis of and in full reliance of the warranties made herein.

8.2 The Mortgagor further confirms and warrants that:

8.2.1 The Mortgagor is legally entitled to and possessed of the powers/corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture;

8.2.2 This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

8.2.3 Neither the execution and delivery by the Mortgagor of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of applicable laws or will violate any provision of the Memorandum or Articles of Association or other document by which the Mortgagor (or any of its properties) may be bound;

8.2.4 The Mortgagor does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture and the Financing Documents / Security Documents except as mentioned in these presents; and

8.2.6 The provisions of this Indenture are effective to create in favour of the Bank, a legal, valid and binding security expressed to be created in Section 4 on all of the Mortgaged Property / Mortgaged Assets on which the Mortgagor purports to grant charges and assignments pursuant hereto, and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other

For Oxirich Developers And Promoters Pvt. Ltd.

Authorised Signatory



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necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Mortgagor in the Mortgaged Property / Mortgaged Assets and all clearances required under applicable laws for the creation, effectiveness, priority and enforcement of such security have been obtained.

9. **COVENANTS AND PERMITTED USE**

9.1 The Mortgagor/Borrower shall observe and perform each of the covenants set forth in the Financing Documents / Security Documents, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

9.2 In addition to the covenants set forth in Clause 9.1, subject to the terms of applicable laws, the Mortgagor does hereby further covenants that: -

9.2.1 **Enter possession etc.**

Upon the occurrence and during the continuance of an Event of Default, then and in any such case, it shall be lawful for the Bank to enter into and take possession of the Mortgaged Property / Mortgaged Assets and any future assets comprised in these presents and thenceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Bank to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any person or persons whomsoever, and upon the taking of such action, the Bank shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

9.2.2 **Further assurances**

The Mortgagor and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Property / Mortgaged Assets and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Property / Mortgaged Assets comprised in these presents unto and to the use of the Bank.

9.2.3 **Payment of all taxes, rates, etc.**

The Mortgagor shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Financing Documents /

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Security Documents, duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Mortgaged Property / Mortgaged Assets or any part thereof or the carrying out by the Mortgagor or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Property / Mortgaged Assets from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor and shall punctually discharge all claims and pay, except as expressly otherwise permitted by the Financing Documents / Security Documents, all the taxes, duties and imposts which by the applicable law are lawfully payable by the Mortgagor and would affect the security created hereunder.

The Mortgagor hereby confirms that it/they have paid all the Income Tax, Sales Tax, Service Tax, Property Tax and all other statutory liabilities as on date of execution of the Financing Documents / Security Documents and has no dues towards any of the statutory agencies.

9.2.4 **Maintenance of assets**

The Mortgagor shall at all times and at its/their own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Property / Mortgaged Assets and all plant, machinery, fixtures, (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein forming part of the Mortgaged Property / Mortgaged Assets in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Bank of any notice of defect or warrant of repair given pursuant to Section 9.2.5 below, repair and make good the same to the satisfaction of the Bank.

9.2.5 **Inspection, repairs, etc.**

The Mortgagor shall permit the Bank and its representatives, servants and agents either alone or with workmen and others, from time to time and at all times, to enter into and upon the Mortgaged Property to inspect the same and if there shall be any want of repair thereof or if the Bank in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Property, then the Bank shall give notice thereof to the Borrower and/or Mortgagor calling upon the Borrower/Mortgagor to repair or replace the same. Upon the Mortgagor's failure to do so, it shall be lawful for but not obligatory upon the Bank to repair or replace the same or any part hereof at the expense of the Mortgagor.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Bank under these presents or the other Financing Documents including the right to call for the whole of the Mortgage Debt as the case may be following the happening and continuance of an Event of Default.

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9.2.6 **Compliance with Development Control Regulations**

The Mortgagor undertakes and assures the Bank that it/they will comply with all the provisions of the Development Control Regulations or other relevant regulations framed by the Government / statutory authorities from time to time

## 10. SPECIFICATIONS

Without limiting the generality of the assurances and covenants hereinabove, the Mortgagor would promptly upon receiving a request from the Bank:

(a) execute such documents as may be necessary or, in the opinion of the Bank expedient to transfer the Mortgaged Property / Mortgaged Assets to the Bank and/or to enable the Bank to be registered as the holder/s, owner/s or proprietor/s or otherwise obtain legal title to any of the Mortgaged Property / Mortgaged Assets, in each case in accordance with these presents; and

(b) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may, by normal practice or by applicable laws require, in relation to the Mortgaged Property / Mortgaged Assets or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

## 11. ADDITIONAL COVENANTS

The Mortgagor shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Mortgagor as are already contained in the Financing Documents / Security Documents hitherto fore entered into by the Mortgagor with the Bank viz.:

11.1 Ensure that the Mortgaged Property / Mortgaged Assets mortgaged, charged and assigned hereunder continue to remain the absolute property of the respective Mortgagor and at the disposal of the Mortgagor save and except the existing encumbrances to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Bank and any dispositions expressly permitted under the Financing Documents / Security Documents.

11.2 Ensure that all the Mortgaged Property / Mortgaged Assets is/are duly and effectively insured as well as the Bank as a "co-insured" in the manner and to the extent required under the Financing Documents / Security Documents and all renewals thereof and that the conditions and stipulations provided for in the Financing Documents / Security Documents in that behalf are duly and effectually observed and performed by the Mortgagor.

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## 12. UNDERTAKINGS

The Mortgagor undertakes and agrees with the Bank that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing and till the Final Settlement Date, the Mortgagor shall, unless the Bank otherwise agrees:

12.1 except as expressly otherwise permitted by the Financing Documents / Security Documents, punctually pay all rents, rates, taxes, duties, premia and outgoings in connection with any part of Mortgaged Property so as to keep the same free from any other Security Interest, other than the Security Interest created hereunder and under the Financing Documents / Security Documents and Permitted Security Interests; and

12.2 if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Bank, reimburse the Bank such amounts, within thirty (30) Business Days of receipt of notice in respect thereof and if the reimbursement is not made within such time, pay to the Bank, the amount thereof with interest at the Further Interest Rate, from the end of the notice period until the date of reimbursement by the Mortgagor; and

12.3 to deliver to the Bank certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

## 13. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence and continuance of an Event of Default, the Mortgagor shall fail to pay to the Bank, the Mortgage Debt or any part thereof in the manner provided herein or in Financing Documents / Security Documents, then and in that event the Mortgaged Assets hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Bank shall be entitled to refuse to accept payment of the Mortgage Debt unless the Mortgagor or such person or persons shall pay to the Bank in addition to the Mortgage Debt and at the same time a further sum equivalent to one month's interest on the Mortgage Debt at the Further Interest Rate and every failure on the part of the Borrower/Mortgagor or such Person or Persons to pay off the Mortgage.

## 14. ENFORCEMENT

14.1 The security created hereunder in favour of the Bank shall become enforceable by the Bank upon the occurrence and continuance of an Event of Default.

Provided further that on the occurrence of an Event of Default the Mortgagor has the right of acceleration (being the right to immediately repay the Secured Debt of the Bank) in respect of its/their outstanding amount of loan and this right shall be in addition.

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14.2 **General Enforcement Powers**

If any one or more of the Events of Default occur(s) and continue(s), the Bank may, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of Section 14.2.1 below) to the Mortgagor:

14.2.1 declare by notice to the Mortgagor that all or part of the Mortgage Debt to be immediately due and payable (or on such dates as the Bank may specify), whereupon they shall become so due and payable;

14.2.2 sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Property / Mortgaged Assets or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Bank may consider fit;

14.2.3 exercise any and all powers which a receiver could exercise hereunder or by applicable laws;

14.2.4 appoint by writing any person or persons to be a receiver of all or any part of the Mortgaged Property / Mortgaged Assets, 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 Bank or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

14.2.5 enter into and upon and take possession of the Mortgaged Property / Mortgaged Assets and any future assets comprised in these presents and after the taking of such action the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Bank quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor and upon the taking of such action, the Bank shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever;

14.2.6 take all such other action permitted under this Indenture or under the applicable laws.

14.3 **Powers of the Bank/Mortgagee**

The Bank shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with applicable laws and the Financing Documents / Security Documents.

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## 15. EXPENSES

All expenses incurred by the Bank after occurrence and during the continuation of an Event of Default in connection with preservation or protection of the Mortgagor's Assets/Property (whether then or thereafter existing), the protection of the interests of the Bank, enforcement of Security and collection of amounts due to the Bank shall be payable by the Borrower/Mortgagor within thirty (30) Business Days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within thirty (30) Business Days from the date of receipt of notice of demand, the Borrower/Mortgagor shall also pay on the defaulted amounts, interest at the Further Interest Rate from the expiry of thirty (30) Business Days from the date of receipt of notice of demand till reimbursement.

## 16. SALE WITHOUT INTERVENTION OF COURT

It is hereby agreed and declared as follows:

16.1 Subject to Section 16.2, following the happening and continuance of an Event of Default it shall be lawful for the Bank, at any time without any further consent of the Borrower/Mortgagor, to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring the Mortgaged Property / Mortgaged Assets and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately there from with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Bank may deem proper, with power to buy or obtain assignment of the Mortgaged Property / Mortgaged Assets at any sale and to resell or reassign the Mortgaged Assets at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Property / Mortgaged Assets without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Property / Mortgaged Assets without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882;

16.2 No power of sale and/or assignment contained in these presents shall be exercised by the Bank unless and until: -

16.2.1 default shall have been made by the Borrower/Mortgagor in payment of any principal or part thereof for the time being owing to the Bank for the period of three calendar months

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next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower/Mortgagor; or

16.2.2 interest on the Mortgage Debt amounting at least to Rs.500/- (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;

16.2.3 no purchaser or other person dealing with the Bank and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Section 16.2 has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower/Mortgagor in respect of any breach of any of the sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

16.3 All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882 shall apply to this security as if the same were incorporated herein; and

16.4 Upon any such sale / assignment as aforesaid the receipt by the Bank for the purchase money shall effectually discharge the purchasers or purchaser there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

## 17. <u>TRANSFER OF PROPERTY ACT</u>

### 17.1 <u>Section 67A</u>

The provisions of section 67A of the Transfer of Property Act, 1882 shall not apply to these presents and the Bank notwithstanding that the Bank may hold two or more mortgages executed by the Mortgagor including these presents in respect of which the Bank has/have the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882 and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

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17.2 **Continued Possession**

It shall be lawful for the Mortgagor to retain possession of and the Mortgagor may use the Mortgaged Assets in accordance with the Financing Documents / Security Documents (including any disposal expressly permitted and subject to the terms of the Financing Documents / Security Documents) until the Bank shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

17.3 **Section 65A**

The Mortgagor shall while in lawful possession of the Mortgaged Assets have no power to make leases thereof, save and except to the extent as may be expressly permitted under the Financing Documents / Security Documents and/or required in the ordinary course of business and the provisions of section 65A of the Transfer of Property Act, 1882 shall not apply.

17.4 **Proceeds of the Mortgaged Property**

The Bank shall not be liable to any payment from (i) the income and proceeds from the Mortgaged Property / Mortgaged Assets except to the extent that the Bank shall have received income or proceeds from the Mortgaged Property / Mortgaged Assets to make such payments in accordance with the terms and provisions hereof, or (ii) the income and proceeds from any other security under the Financing Documents / Security Documents to the extent that the Bank shall have received income or proceeds of such security.

17.5 **Right of Marshalling of Securities**

The Bank/Mortgagee shall have a right of Marshalling of Securities as provided for under Section 81 of the Transfer of Property Act, 1882.

17.6 **Benefits of the Indenture**

The Indenture ensures to the benefit of the Bank and the benefit of the Security given hereunder shall not accrue to any third party including any Sub-Contractors, Unpaid Sellers etc.

**18. APPOINTMENT OF RECEIVER**

18.1 Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882 or any other applicable statutory provisions, the Bank at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Property / Mortgaged Assets or any part thereof one or more persons entities or any Authorised Officer or Officers of such person and may remove any receiver so appointed and appoint another in his stead.

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18.2 **Status, Powers and Remuneration of Receiver: -**

18.2.1 Appointment of any receiver may be made either before or after the Bank shall have entered into or taken possession of the Mortgaged Property / Mortgaged Assets;

18.2.2 Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Bank set forth herein or under applicable laws or as the Bank may think expedient including the following rights, powers and authorities:-

18.2.2.1 to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Property / Mortgaged Assets and for that purpose to take any proceedings and enforce any order or judgement in the name of the Borrower and/or the Mortgagor or otherwise as the receiver shall consider fit;

18.2.2.2 to manage or carry on or concur in carrying on the business of the Mortgagor (including, without limitation, the management and operation of the Project and/or the performance of the Project Documents, Support Documents and the Clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused in the normal course;

18.2.2.3 to make any arrangement or compromise between the Borrower/Mortgagor and any other person or pay any compensation or incur any obligation which the Bank or the receiver shall consider fit;

18.2.2.4 for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Property / Mortgaged Assets on such terms (with or without security) as the receiver or the Bank shall consider fit and so that, with the prior written consent of the Bank, any such security may be or include a charge on the whole or any part of the Mortgaged Assets ranking first charge with the security created hereunder;

18.2.2.5 to make calls, conditionally or unconditionally, in respect of uncalled capital, if committed under the Financing Documents / Security Documents;

18.2.2.6 to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Property / Mortgaged Assets in such manner and generally on such terms and conditions as the Bank or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;

18.2.2.7 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Property and maintain, renew, take out or increase insurances in the interest of the Bank for maintaining the value of the Mortgaged Property, in every such case as the Bank or the receiver shall consider fit;

18.2.2.8 to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Bank or receiver shall consider fit;

18.2.2.9 to redeem any encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the receiver;

18.2.2.10 to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor or relating in any way to the Mortgaged Property / Mortgaged Assets or any part thereof;

18.2.2.11 to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property / Mortgaged Assets or any part thereof as the receiver shall consider fit;

18.2.2.12 to sell, lease or otherwise dispose of all or any part of Mortgaged Property / Mortgaged Assets including plant, machinery or other fixtures (whether situate on the Mortgaged Property or otherwise);

18.2.2.13 to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Property and do all acts and things incidental thereto;

18.2.2.14 to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Project;

18.2.2.15 to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Property against loss or damage by such risks and contingencies in such manner and to maintain, renew or increase any insurance or insurances in respect of such property or assets;

18.2.2.16 to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Bank or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Property;

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18.2.2.17 to exercise all such other power and authority as the Bank shall consider fit to confer and so that the Bank may in relation to such part of the Mortgaged Property as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

18.2.2.18 in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagor shall forthwith on demand repay to the receiver all sums so expended together with interest thereon if such sums are not paid within thirty (30) Business Days of receipt of demand notice in respect thereof, at the Further Interest Rate, from time to time.

18.2.3 Unless otherwise directed by the Bank such receiver may exercise all the rights, powers, authorities and discretion's herein or by applicable laws vested in the Bank;

18.2.4 Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Bank;

18.2.5 Subject to the provisions of Section 69A of the Transfer of Property Act, 1882 the Bank may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Property;

18.2.6 The Bank from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Bank shall not be bound in any case to require any such security;

18.2.7 The Bank shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Mortgagor shall or shall not be in liquidation;

18.2.8 All the powers, provisions and trusts contained in section 69A of the Transfer of Property Act, 1882 shall apply to the receiver appointed under this Section;

18.2.9 Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for such receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration; and

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

## 19. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of the relevant clauses hereof, the Mortgagor does hereby expressly agrees with the Bank that neither the Bank nor any receiver appointed as aforesaid shall,

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by reason of the Bank or such receiver entering into or taking possession of the Mortgaged Property or any part thereof be liable to the Mortgagor to account as a mortgagee-in-possession.

**20. PROTECTION OF BANK AND RECEIVER: LIMITATION OF LIABILITY**

Neither the Bank nor any receiver shall be liable in respect of any loss or damage 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 Bank. However this limitation on liability shall not be applicable in case of breach of trust, gross negligence, wilful fraud or wilful misconduct of the Bank and/or any receiver.

**21. COSTS AND EXPENSES**

21.1 The Mortgagor shall, upon notice from the Bank, pay or reimburse to the Bank all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Bank its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Bank or exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Financing Documents / Security Documents contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title and further covenants and agrees to indemnify the Bank against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any of them in respect of any matter or thing done or omitted to be done in relation to the Mortgaged Property.

21.2 The Mortgagor shall pay all legal fees for drafting, stamping and registration of Financing Documents / Security Documents, costs, charges and expenses of the external legal counsel of the Bank and all such sums and expenses incurred or paid by the Bank or any of them in connection with and incidental to or in connection with or pursuant to these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Financing Documents / Security Documents including any cost incurred in the assertion or defence of the rights of the Bank as for the protection and preservation of whole or any part of the Mortgaged Property and/or any Security Interest created pursuant to the Financing Documents / Security Documents.

**22. STAMP DUTY AND REIMBURSEMENT OF EXPENSES**

**22.1 Stamp Duty and Other Fees on Execution, Registration, etc.**

The Mortgagor shall, except as expressly otherwise permitted by the Financing Documents / Security Documents, pay all stamp duty, other duties, taxes, fees, penalties or other charges

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payable on or in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration performed pursuant hereto, if and when the Mortgagor may be required to pay the same according to any of the Financing Documents / Security Documents or according to the Applicable Law for the time being or at any time in force in the State in which its properties are situated. If the Mortgagor fails to pay, except as expressly otherwise permitted by the Financing Documents / Security Documents, the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Bank may (but is not obligated to) pay such amounts, on behalf of the Mortgagor.

Furthermore the Mortgagor shall have paid all its/their Sales Tax and other statutory liabilities.

22.2 **Reimbursement Obligations**

All costs, expenses, charges paid or incurred by the Bank as provided in Section 21, Section 22 or elsewhere in these presents, shall be for the account of the Mortgagor and the Mortgagor undertakes promptly on demand to pay the same or, as the case may be to reimburse the Bank or its authorised agents, representatives, successors and assignees for any such monies paid by the Bank or any of them within thirty (30) Business Days of receipt of notice from the Bank or its authorised agents, representatives, successors and assignees in respect thereof and if not paid / reimbursed by the Mortgagor within such time period with interest thereon at the Further Interest Rate from the end of the thirty (30) Business Days notice period until the date such amounts are reimbursed / paid by the Mortgagor.

## 23. INDEMNITY

The Bank and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of Mortgaged Property in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof on the part of the Bank or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Assets.

## 24. ATTORNEY

24.1 **Appointment**

In the event of default by the Mortgagor and failure on its part to cure the same within the time period as specified in the written notice, the Mortgagor hereby irrevocably appoints the Bank as well as each receiver to be appointed under these presents to be its/their attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor in the exercise of all or any of the powers by these



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presents or by Applicable Law conferred on the Bank as well as each receiver to be appointed under these presents and also to execute on behalf of the Mortgagor at the cost of the Mortgagor the powers hereunder or by applicable laws conferred on the Bank or any receiver appointed by it and also to execute on behalf of the Mortgagor at the cost of the Mortgagor such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Mortgagor shall bear the expenses that may be incurred by the Bank or any receiver in that behalf as provided in these presents.

Provided, at any time prior to the occurrence of an Event of Default, the Bank shall exercise its powers under this Section only if the Mortgagor fails to comply with the written instructions of the Bank under this Indenture.

24.2 **Ratification**

The Mortgagor covenants with the Bank to ratify and confirm all acts or things made done or executed by any attorney as contemplated by Section 24.1 hereinabove in discharge of its obligation under this Indenture.

## 25. APPLICATION OF MONIES

All monies received by the Bank or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Bank.

## 26. LIABILITY TO BANK FOR DEFICIENCY

The Mortgagor shall remain liable to the Bank for any deficiency occurring, arising or existing under the Financing Documents / Security Documents.

## 27. WAIVER

27.1 No implied waiver or impairment

No delay or omission of the Bank or any receiver in exercising any right, power or remedy accruing to the Bank upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Bank in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Bank herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Financing Documents / Security Documents.

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**27.2 Express Waiver**

A waiver or consent granted by the Bank under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

**28. MISCELLANEOUS**

**28.1 Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Bank and the Mortgagor, if any discharge or payment in respect of the Mortgage Debt by the Borrower and/or the Mortgagor or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, applicable laws or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Bank shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

**28.2 Amendment**

All amendments or supplements to the terms of this Indenture can be made only in writing.

**28.3 Other Remedies**

The rights and remedies conferred upon the Bank under this Indenture:

28.3.1 shall not prejudice any other rights or remedies to which the Bank may, independently of this Indenture, be entitled; and

28.3.2 shall not be prejudiced by any other rights or remedies to which the Bank may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Bank.

**28.4 Limitation on Rights of Others**

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Bank any legal or equitable right, remedy or claim under or in respect of this Indenture, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein or in the Mortgaged Property / Mortgaged Assets, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Bank and the Mortgagor.

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## 29. NOTICES

29.1 Except as otherwise expressly provided herein, all notices shall be sent to a party hereto at its address and contact number specified in Section 29.4 below, or at such other address and contact number as is designated by such party in a written notice to the other parties hereto.

29.2 All such notices and communications shall be effective (i) if sent by any electronic mode, (ii) if sent by person, when delivered, (iii) if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered. Provided however that any notice or communication shall not be effective unless it is actually received by the addressee.

29.3 An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier and, if such person or courier service is not available, by registered first class mail with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with Section 29.2, as the case may be, without regard to the dispatch of such original to.

29.4 To the Mortgagor/Borrower:

*Attention:* Director

*Address:* 915, 9th Floor, Arunachal, Barakhamba Road, Connaught Place, New Delhi – 110001

*Telephone No.:* 91-11-41563142

To the Mortgagee/Bank:

*Attention:* Zonal Head, Mortgages

*Address:* A-SET House, 7/56, Desh Bandhu Gupta Road, Karol Bagh, New Delhi – 110005.

*Telephone No.:* 91-11-66136334

## 30. PROVISIONS SEVERABLE

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

The Mortgagor doth hereby confirm the provisions of Section 9 hereof and undertakes that during the subsistence of the security created by the Mortgagor in favour of the Bank the Mortgagor shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in anywise, prejudicially affect the securities and the rights created in favour of the Bank.

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## 31. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with the laws of Republic of India.

## 32. JURISDICTION

32.1 The Mortgagor agrees that the courts and tribunals at Delhi in India (as may be permitted by Applicable laws), shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such Courts or the Tribunals and the Mortgagor irrevocably submits to and accept for itself/themselves and in respect of its property, generally and unconditionally, the jurisdiction of those Courts or Tribunals.

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

## 33. PLACE OF PAYMENT

All payments under this Indenture shall be made at the place or places specified in the Financing Documents / Security Documents.

## 34. DISCLOSURE OF INFORMATION

(i) The Mortgagor hereby agree that in case of Mortgagor committing default in repayment of the principal amount of the loans or payment of interest on due dates, the Bank and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name/s of the Mortgagor and of its directors as defaulters in such manner and through such medium as the Bank and/or Reserve Bank of India may think fit.

(ii) The Mortgagor hereby agrees and gives consent for the disclosure by the Bank of all or any such information and data relating to the Mortgagor or to the loans or defaults, if any, committed by the Mortgagor in discharge of its/their obligations as the Bank may deem appropriate and necessary to the Credit Information Bureau (India) Limited and any other agencies authorized in this behalf by the Reserve Bank of India.

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(iii) The Mortgagor hereby further undertakes that-

(a) the Credit Information Bureau (India) Limited and any other agency so authorised by the Reserve Bank of India may use, process the said information and data disclosed by the Bank; and

(b) the Credit Information Bureau (India) Limited and any other agency may furnish consideration, the processed information and data or products thereof prepared by them to banks, financial institutions and other credit grantors as may be specified by the Reserve Bank of India in this behalf.

**35. PREVAILING DOCUMENT**

In the event of any repugnancy or inconsistency between this Indenture of Mortgage, Financing Documents / Security Documents that the Borrower/Mortgagor may enter into with or execute in favour of the Bank, the said Financing Documents / Security Documents will prevail for all purposes and to all intents.

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## FIRST SCHEDULE HEREINABOVE REFERRED TO

### MORTGAGED PREMISES

### Description of Mortgagor's Property

**GH-7A, Koyal Enclave Yojna, Ghaziabad, Uttar Pradesh**

(with land admeasuring 6,441.76 square meters & together with structures / buildings constructed or standing or erected or to be erected or to be constructed thereon).

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## SECOND SCHEDULE HEREINABOVE REFERRED TO

### EVENTS OF DEFAULT

An Event of Default occurs upon the occurrence of any of the following specified events (each an **"Event of Default"**) and/or occurrence of any of the events specified as events of default in the Financing Documents / Security Documents and the Sanction Letter/s:

i) **Deterioration/Impairment of the assets/properties:**

If there is any deterioration or impairment of the Mortgagor assets / the property or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the judgement of the Bank to become unsatisfactory as to character or value and may result in the FACR falling below 1.25 times.

ii) **Attachment or Distress or execution against the Mortgagor:**

If any attachment, distress, execution or other process against the Mortgagor or any of the securities is enforced or levied upon.

iii) **Insolvency, Bankruptcy of the Mortgagor:**

The insolvency, failure of business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Mortgagor suspends payment or any creditors or threatens to do so.

iv) **Liquidation/Bankruptcy/Winding up:**

If a petition is filed against the Mortgagor for bankruptcy, or, a petition is filed by the Mortgagor for winding up.

v) **Appointment of Receiver:**

A receiver is been appointed or allowed to be appointed of the whole or any part of the property or assets of the Mortgagor.

vi) **Certificate by Chartered Accountant:**

If it is certified by a Chartered Accountant or a Firm of Chartered Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Mortgagor is carrying on business at a loss).

vii) **Creation of Charge without prior consent of the Bank / Bank:**

If the Mortgagor, without prior written consent of the Bank, attempt or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrances over the Mortgaged Property / Mortgagor Assets or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Mortgagor.

viii) **Impairment / Depreciation of the security:**

If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Mortgagor to repay the Loan or any part thereof or the implementation of the said Project.

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ix) **Compulsory Acquisition:**

The Government of India, the appropriate State Government or any other statutory authority compulsorily acquires all or a material part of the Mortgaged Property.

x) **Non-Payment:**

If the Mortgagor commits any default in the payment of the outstanding instalments of principal or interest or any obligation of the Mortgagor to the Bank when due and payable and / or if the Mortgagor commits any default in the payment of dues to the government / statutory / development authorities in respect of the Mortgaged Property.

xi) **Supply of Misleading Information/Breach of conditions:**

If any material representations or statements or particulars made in the Mortgagor's proposal / application are found to be incorrect or the Mortgagor commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Mortgagor in respect of the Loan, which has a material adverse effect.

xii) **Inadequate Insurance :**

If the properties and assets offered to the Bank as security for the Loan have not been kept insured by the Mortgagor.

xiii) **Ceasation of Business / Material adverse change in business :**

If the Mortgagor cease or threatens to cease or carry on Business or there is a material adverse change in the business of the Mortgagor.

xiv) **Failure to comply with Loan Agreement:**

If the Mortgagor fails to comply with any of the conditions and events of default contained in the Financing Documents / Security Documents.

xv) **Cross Default**

If the Mortgagor fails to comply with any covenant applicable for and/or defaults in payment of dues towards any other loan / credit facility / financial assistance granted by the Mortgagee to the Mortgagor.

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For DCB BANK LIMITED

Authorised Signatory

SANJAY KUMAR CHOUDHARY ★ Ch. No. 64, Tehsil Compound, GZB ★

~~Hem~~

Hemant Gupta

S/o. Sh. A.K. Gupta

R/o. S-2, 233

NK-2, I. Puram

GZB

A. Pawey

Akash Pawey

Bhuli E Block

Bhuli Nagar.

Dhanbad, Jharkhand.

Compulsory Acquisition

The Government of India, the appropriate State Government ... compulsorily acquire all or a ...

Non-Payment

If the Mortgagor commits any default in the payment of ... interest or any obligation of the Mortgagor to the Bank ... Mortgagor commits any default in the payment of dues to the ... development authorities in respect of the Mortgaged Property.

Supply of Misleading Information/Breach ...

If any material representations or statements or particulars made in the Mortgagor's proposal/application are found to be incorrect or the Mortgagor commits any breach or default in performance or observance of these presents or failure to keep or perform any provisions of any other agreement between the Bank and the Mortgagor ... has a material adverse effect.

Inadequate Insurance:

If the properties and assets offered to the Bank as security for the Loan have not ... by the Mortgagor.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day and year first hereinabove written.

**MORTGAGOR/BORROWER**

| |
|---|
| SIGNED, SEALED & DELIVERED BY the within named "Mortgagor/Borrower" **Oxirich Developers and Promoters Private Limited** by the hands of its Authorised Signatory(s)<br>Mr. Kewal Lakhera (Director). |

For Oxirich Developers And Promotors Pvt. Ltd.

Authorised Signatory

| |
|---|
| THE COMMON SEAL OF<br>**Oxirich Developers and Promoters Private Limited** has been affixed hereto pursuant to the resolution of its Board of Directors passed at its meeting held on 29.03.2016 in the presence of Mr. Kewal Lakhera (Director) who has/have signed these presents in token thereof. |

**MORTGAGEE/BANK**

| |
|---|
| SIGNED, SEALED & DELIVERED BY the within named "Mortgagee/Bank" **DCB Bank Limited** by the hands of its Authorised Signatory(s)<br>Mr. Anupam Chadha, Associate Vice President. |

For DCB BANK LIMITED

Authorised Signatory

**Witness:**

(1)

*Signatures:*

*Name:* Hemant Gupta

*S/o:* A.K. Gupta

*Address:* S-2, 273, Nitikhand - II, Indirapuram, Ghaziabad, U.P.

(2)

*Signatures:* A. Pandey

*Name:* Akash Pandey.

*S/o:* Balmiki Pandey

*Address:* Bhuli E Block, Bhuli Nagar, Bank More, Dhanbad, Jharkhand.

SANJAY KUMAR CHOUDHARY ★ Ch. No.-64, Tehsil Compound, GZB ★

आज दिनांक **13/04/2016** को

वही सं. **1** जिल्द सं. **11873**

पृष्ठ सं. **83** से **180** पर कमांक **2772**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुकेश कुमार सागर

उप/निबन्धक (तृतीय)

गाजियाबाद

13/4/2016

दफ्तर सब रजिस्ट्रार तृतीय गाजियाबाद

उत्तर प्रदेश