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22 MAR 2021

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DATE \_\_\_\_\_  
SOLD TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
RS \_\_\_\_\_



CODE NO. (1087)  
LICENCED NO.  
20 & 20A/1973

ANJUSHREE BANERJEE  
L. S. VENDOR (O.S.)  
HIGH COURT, KOLKATA-700 00

22 MAR 2021



Additional Registrar of  
Assurances, Calcutta

25 JUN 2021

**BETWEEN**

**1 M/s. USHA MARTIN LIMITED**, having **PAN: AAACU2339M**, a Limited Company duly incorporated under the Companies Act 1956, having its registered office at 2A, Shakespeare Sarani, Kolkata – 700 071, Police Station – Shakespeare Sarani, Post Office – Middleton Row and represented by one of its **Authorised Representative SRI Gouri Shankar Rathi**, having **PAN: AFWPR6815D**, **AADHAR: 887855237895**, **Phone: 9331215465**, son of Late Sri. Ram Narayan Rathi, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 493/C/A&B G T Road, Vivek Vihar, Phase –IV, Block –3, Flat-2D, Shibpur, Howrah - 711102, Police Station - Shibpur, Post Office – Shibpur Bazar, hereinafter referred to as the **"MORTGAGOR"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators and assigns) of the **FIRST PART.**

**AND**

**2. State Bank of India**, having **PAN: AAACS8577K**, a Company duly incorporated under the State Bank of India Act, 1955, having its Corporate office at MUMBAI and one of its branches among other places known, as Customer Clients' Group branch at 34 J L Nehru Road, Police Station - Park Street, Post Office - Park Street, 2<sup>nd</sup> Floor, Kolkata – 700 071, and represented by one of its **Officer SRI AVIJIT PATHAK**, having **PAN: AKJPP3417F**, **AADHAR No.: 296334888629**, **Phone: 9836144423**, son of Sri. Samir Pathak, by Faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at 2 No Debigarh, 3<sup>rd</sup> lane, Madhyamgram, Police Station - Madhyamgram, Post Office - Madhyamgram, Kolkata-700 129.

Wherein State Bank of India is referred to as the **"MORTGAGEE"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, legal representative and assigns) of the **SECOND PART.**



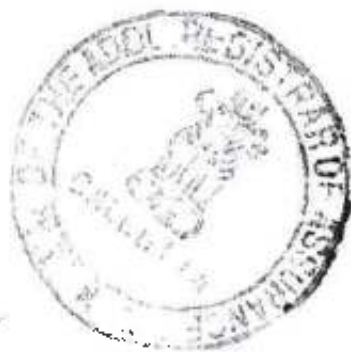
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Additional Registrar of  
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**WHEREAS:**

1. That the Mortgagor is the owner of the several flats as mentioned in the Second Schedule hereunder written ("Mortgaged Properties") by virtue of several registered deeds duly registered in the office of Registrar of Assurances, Kolkata and is in possession and is an absolute owner of such flats. The Mortgagor had created mortgage by way of a first pari-passu charge over interalia the Mortgaged Properties to secure the rupee term loan facilities amounting to Rs. 100.0 Crore and Rs. 150.0 Crore sanctioned by ICICI Bank as more specifically detailed in the Third Schedule hereunder written.
2. Thereafter, the Mortgagor had again created mortgage by way of a first pari-passu charge over interalia the Mortgaged Properties to secure another rupee term loan facility amounting to Rs. 100.0 Crore and by way of a second pari-passu charge over interalia the Mortgaged Properties to secure the working capital facility of Rs. 50.0 Crore sanctioned by ICICI Bank as more specifically detailed in the Third Schedule hereunder written. That this mortgage is in continuance and in furtherance of the existing mortgage charges created by the Mortgagor in favour of/for the benefit of ICICI Bank.
3. That further the said Mortgagor has also been sanctioned working capital facilities aggregating to Rs. 285.00 Crores (Rupees Two Hundred and Eighty-Five Crores only) by State Bank of India as more specifically detailed in the First Schedule hereinbelow. The Mortgagor has agreed to create mortgage on Scheduled properties in favour of the Mortgagee to secure the said aforesaid loan amount by executing these presents for the creation of mortgage to secure the loan amount of Rs. 285.00 Crore (Rupees Two Hundred and Eighty-Five Crores only).
4. The working capital facilities sanctioned by State Bank of India as more specifically detailed in the First Schedule herein shall be secured on a second pari-passu charge basis by way of simple mortgage vide registered deed on the said Mortgaged



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Properties (as more particularly detailed in Second Schedule hereunder written) and the buildings/structures built and constructed and/or to be built and constructed thereon.

5. By Facility Agreement made on the respective day, month and year set out in the First Schedule hereunder written between the Mortgagor and the Mortgagee, as amended from time to time, the Mortgagor has granted/agreed to grant / create/ extend the Mortgage over the Mortgaged Properties to secure the facilities availed/agreed to be availed from the Mortgagee, on the terms and conditions contained in the Facility Agreement, certain facilities not exceeding amounts in the aggregate specified in the First Schedule hereunder written, collectively described above as Facilities.
6. One of the conditions of the Facility Agreement are that the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Mortgagor under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a second pari-passu charge on the Mortgaged Properties to secure the working capital facilities sanctioned by State Bank of India (as described in the First Schedule hereunder).
7. The Mortgagor and the Mortgagee have agreed that the mortgage and charge to be created on the Mortgaged Properties shall be a simple mortgage by way of a registered mortgage deed being these presents.
8. It is hereby agreed that the Mortgagor shall be eligible to continue to retain possession of the said premises (specifically stated in SECOND SCHEDULE) so long as the Mortgagor continues to repay the installments of the Facilities along with the existing rupee term loan facilities aggregating to Rs. 350.0 Crores and working capital facilities aggregating to Rs. 50.0 Crores sanctioned by ICICI



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Bank Limited as per the terms and conditions of the respective facility agreements more specifically detailed in Third Schedule herein.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR AS UNDER:**

1. In pursuance of the Facility Agreement and in consideration of the Mortgagee having, at the request of the Mortgagor, having granted/extended and/or agreed to grant/extend the Facilities to the Mortgagor on the terms and subject to the conditions set out in the Facility Agreement and the other Transaction Documents and in consideration of the premises, the Mortgagor hereby agrees, confirms and undertakes that the Borrower shall repay/pay the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation/ devaluation/fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and the other Transaction Documents and shall duly observe and perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.
2. In pursuance of the Facility Agreement and for the consideration aforesaid and as security for the repayment / payment by the Borrower of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents hereby secured or intended to be hereby secured, the Mortgagor doth hereby grant, convey, assign, assure and transfer unto the Mortgagee all the Mortgaged Properties in terms of the provisions set out hereunder written.
3. In accordance with the sanction letters and the facility Agreement, the Mortgagor shall, within a period of six months from expiry of every financial



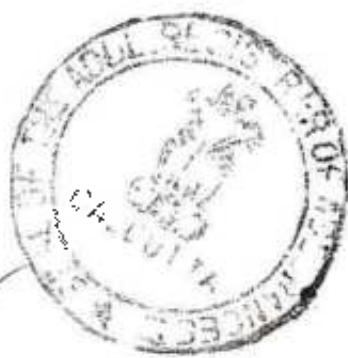
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year, intimate in writing to the Mortgagee and shall forthwith thereafter at its own expenses without any demand from the Mortgagee grant, convey, transfer, assure and assign unto the Mortgagee all properties and hereditaments which may hereafter be acquired by the Mortgagor and will, unless otherwise agreed to by the Mortgagee, transfer and assign all machinery, articles and things of the nature hereunder written which may hereafter be acquired by the Mortgagor whether in addition to or in substitution to any machinery, etc., and all such properties, hereditaments, machinery, articles and things shall, as and when the same shall be acquired by the Mortgagor, become and be deemed to be part of the Mortgaged Properties.

4. At any time before the security constituted hereunder becomes enforceable, the Mortgagee may, at the cost and request of the Mortgagor, do or concur with the Mortgagor in doing all or any of the things which the Mortgagor might have done in respect of the Mortgaged Properties and particularly, but not by way of limitation may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, deal with or exercise any right in respect of all or any of the Mortgaged Properties upon such terms and for such consideration as the Mortgagee deems fit. Provided that all property of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment there from of the costs and expenses of and incidental to such dealing shall be and become part of the Mortgaged Properties and shall be paid to or vested in or specifically charged in favour of the Mortgagee in such manner as the Mortgagee shall require.
5. The Mortgaged Properties shall be and remain security to the Mortgagee for the due repayment / payment of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction



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Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagor, until the happening of one or more of the Events of Default upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorised by the constitutional documents, if any, of the Mortgagor.

6. Upon the happening of any Event of Default, the Mortgagee may (but subject to the provisions herein contained as to notice where such provision is applicable) in its discretion, enter upon or take possession of and/or receive, collect the rents, profits and income of the Mortgaged Properties or any of them or any part thereof and subject to and with the rights conferred on them by Clause 4 hereof may at its discretion, sell, call in, collect and convert into monies the whole or part of the Mortgaged Properties with full power to sell any of the Mortgaged Properties either by public auction or private contract and either for a lump sum or a sum payable by installments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as the Mortgagee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Mortgaged Properties or any part thereof and re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as it shall think fit PROVIDED that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf ("Power of Sale"), the Mortgagee shall give written notice of their intention to the Mortgagor BUT the Mortgagee shall not be bound to give any such notice (however, the Mortgagee shall endeavor to give such notice) in any case where it shall certify, either before



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or after entry, that in their opinion further delay would imperil the interests of the Mortgagee, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the Mortgagee shall have been made or passed. The Mortgagee shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facilities, the Mortgagor shall provide to the Mortgagee the payment of monies so in arrears within three months next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Mortgagor shall, within 30 (thirty) days of the receipt of a notice, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Mortgagee and any compensation so paid to the Mortgagee shall be deemed to be part of the Mortgaged Properties.

7. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale as mentioned in Clause 6 hereinabove, the Mortgagee may, if it shall think fit so to do but not otherwise, either itself carry on and manage the business of the Mortgagor in and with the Mortgaged Properties or any of them or appoint a Receiver to carry on and manage the same and the Mortgagee or the Receiver may manage and conduct the same as they shall in their discretion think fit.

The Mortgagee or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz:

- a) Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such



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salaries, wages or remuneration as the Mortgagee or the Receiver shall think proper;

- b) Renew or replace such equipment as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, and other equipment comprised in the Mortgaged Properties;
- c) Acquire and provide all such machinery, materials and things as the Mortgagee or the Receiver may consider necessary;
- d) Insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Mortgagee or the Receiver shall think fit;
- e) Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;
- f) Bring, take, defend, compromise, submit to arbitration and/or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;
- g) Allow time for payment of any debt with or without security;
- h) Subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Mortgagee or the Receiver shall think fit;
- i) Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Mortgagor and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;
- j) Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Properties and, in particular, the terms of any concession or license for the time being held;
- k) Execute and do all such acts, deeds, matters and things as to the



Additional Registrar of  
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Mortgagee or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;

- m) Establish, maintain and operation all bank accounts of the Mortgagor; give discharge for all amounts paid to the Mortgagor by any persons; sign receipts in respect of amounts received.

The Mortgagee or the Receiver so appointed may or any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Properties as the Mortgagee / Receiver could do or cause to be done if the Mortgagee / Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business without being answerable for any loss or damage which may happen thereby.

8. The Mortgagee may raise or borrow such monies on the security of the Mortgaged Properties or any part thereof ranking either in priority or pari passu or subsequent to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any mortgages or charges for the time being on the Mortgaged Properties or any part thereof or any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such monies as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit.
9. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of law as may, and as per law, for the time being be applicable, the Mortgagee, at any time after the security hereby constituted becomes enforceable and whether or not the Mortgagee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the power hereinbefore conferred upon the Mortgagee after such entry into



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- 5 JUL 2017

or taking possession may, in writing, appoint any official of the Mortgagee as Receiver(s) of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Mortgagee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Mortgagee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Mortgagee after entering into or taking possession by the Mortgagee shall apply to a Receiver appointed before entering into or taking possession by the Mortgagee and in particular such Receiver shall be deemed to be the agent of the Mortgagor which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver:

a) Appointment before or after possession:

Such appointment may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties or any part thereof;

b) Receiver to be invested with powers by the Mortgagee:

Such Receiver may be invested by the Mortgagee with such powers and discretions including powers of management as the Mortgagee may think expedient;

c) Receiver to exercise powers vested in the Mortgagee:

Unless otherwise directed by the Mortgagee, the Receiver shall have and may exercise all the powers and authorities vested in the Mortgagee;

d) Receiver to conform to regulations made by the Mortgagee:

The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Mortgagee from time to time;

e) Receiver's remuneration:

The Mortgagee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Mortgagor



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alone shall be liable for the payment of such remuneration;

f) Receiver to give security:

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

g) Receiver to pay the monies:

Unless otherwise directed by the Mortgagee all monies from time to time received by such Receiver shall be paid over to the Mortgagee of and concerning the monies arising from any sale, calling in, collection or conversion;

h) Mortgagee may pay monies to Receiver:

The Mortgagee may pay over to the Receiver any monies constituting part of the Mortgaged Properties to the intent that the same may be applied for the purposes hereof by such Receiver and the Mortgagee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

i) Receiver's power to borrow on the Mortgaged Properties:

Subject as provided herein the Receiver may for the purpose of carrying on the business of the Mortgagor as mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the purposes raise and borrow monies on the security of the Mortgaged Properties or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Mortgagee but the Mortgagee shall incur no responsibility or liability to any lender or otherwise



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- 5 JUL 2021

by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

j) Receiver Agent of the Mortgagor:

Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Mortgagee shall not incur any liability or responsibility therefore by reason of their making or consenting to his appointment as such Receiver;

k) Applicability of The Transfer of Property Act, 1882:

Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to such Receiver.

10. Subject as aforesaid, the Mortgagee may invest the net capital monies referred to in Clause 4 hereof upon some or one of the investments hereinafter authorised or place the same upon deposit or in current account in the name of the Mortgagee with any Scheduled Bank(s) with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such investments for any of the purposes for which such proceeds are under these presents authorised to be expended. And subject as aforesaid the Mortgagee shall stand possessed of the said investments until the Power of Sale shall arise to pay the income thereof and any net monies in the nature of income arising to the Mortgagor and after the Power of Sale shall have arisen shall hold the said investments and monies and the income thereof respectively and the net monies in the nature of income upon and for the purposes hereinbefore expressed concerning the monies to arise from any sale, calling in, collection and conversion made as aforesaid PROVIDED ALWAYS that in default of such Power of Sale arising and after payment and satisfaction of all monies intended to be secured by these presents the said investments monies and income thereof and net monies last



Additional Registrar of  
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aforesaid shall be held in trust for the Mortgagor or its assigns.

11. Any monies which under the powers herein contained ought to be invested by the Mortgagee may be invested in the name of the Mortgagee or under the legal control of the Mortgagee in any of the investments as may be deemed fit by the Mortgagee with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Mortgagee in Scheduled Bank(s).
12. In addition to the powers hereinbefore given, the Mortgagee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Mortgaged Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagor or be otherwise in jeopardy and where a Receiver is appointed under this Clause the provisions of Clauses 7 and 9 hereof shall apply mutatis mutandis and the Mortgagee may at any time give up possession or discharge the Receiver.
13. The Mortgagee shall not, nor shall any Receiver as aforesaid, be liable by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part or parts thereof, to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable.
14. If and when the Mortgagee shall have made an entry into or taken possession of the Mortgaged Properties under the powers conferred upon the Mortgagee by these presents, the Mortgagee may at any time afterwards give up possession of the Mortgaged Properties or any of them or any part or parts thereof to the Mortgagor either unconditionally or upon such terms and conditions as may be specified by the Mortgagee.



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Address of the President of  
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25 JUL 1921

15. The Mortgagee shall out of the monies received by the Mortgagee in carrying on the business as mentioned in Clause 7 hereof, and out of the rents, profits and income of the Mortgaged Properties, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the Receiver (if any) and in the management of the Mortgaged Properties or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Mortgagee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.
16. Until the happening of an Event of Default the Mortgagee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Mortgagor or its business. Further, until the happening of any of the Event of Default the Mortgagee shall not take the custody, care, preservation or repair of the Mortgaged Properties or any part thereof.
17. The Mortgagor hereby declares, represents and covenants that:
  - i) the Mortgaged Properties hereinbefore expressed to be granted, conveyed, assigned, assured are the sole and absolute property(ies) of the Mortgagor and are free from any other mortgage, charge or encumbrance apart from the mortgage created in favour of ICICI Bank to secure the rupee term loan facilities aggregating to Rs. 350.0 Crores and working capital facilities amounting to Rs. 50.0 Crores as detailed above and are not subject to any lien, lispendens, attachment or other process issued by any Court or other authority;
  - ii) notwithstanding anything by the Mortgagor done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Mortgagor now has power and authority to grant, convey, assign, assure and transfer unto the Mortgagee the Mortgaged Properties;

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Additional Registrar of  
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- iii) it shall be lawful for the Mortgagee upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Mortgagor or any other person or persons claiming by, through, under or in trust for the Mortgagor, and that freed and discharged from or otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever;
- iv) the Mortgagor shall execute all such deeds, documents and assurances and do all such acts and things as the Mortgagee may require for exercising the rights under these presents or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Mortgagee may require for facilitating realisation of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagee or any Receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to their nominees and shall give all notices, orders and directions which the Mortgagee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any Government or local authority as the Mortgagee may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagor and for the purposes aforesaid a certificate in writing



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Registrar of  
Assurances, Calcutta

- 5 JUL 2012

signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

- v) the Mortgagor shall maintain and keep in proper order, repair and in good condition the relevant Mortgaged Properties. In case the Mortgagor fails to keep in proper order, repair and in good condition the Mortgaged Properties or any part thereof, then the Mortgagee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Mortgagee and their costs and charges therefore shall be reimbursed by the Mortgagor;
- vi) The Mortgagor shall insure and keep insured the relevant Mortgaged Properties in accordance with the terms of the Facility Agreement and shall duly pay all premia and other sums payable for that purpose, the insurance in respect of the Mortgaged Properties shall be taken in joint names of the Mortgagor, the Mortgagee and any other person having a charge on the relevant Mortgaged Properties and acceptable to the Mortgagee and the Mortgagor shall keep the insurance policies and renewals thereof with the Mortgagee and in the event of failure on the part of the Mortgagor to insure the relevant Mortgaged Properties or to pay the insurance premia or other sums referred to above, the Mortgagee may but shall not be bound to get the Mortgaged Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Mortgagor;
- vii) The Mortgagor shall keep proper books of account as required by the applicable laws and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Mortgagor and keep the said books of account and all other books, registers and other documents relating to the affairs of the Mortgagor at its Registered Office or, where permitted by law, at other



ACCOUNTANT General of  
Accounts

25 JUL 2022

place or places where the books of account and documents of a similar nature may be kept and the Mortgagor will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Mortgagor shall at all times be open for inspection of the Mortgagee and such person or persons as the Mortgagee shall, from time to time, in writing for that purpose, appoint. All original documents in relation to the Mortgaged Properties if not already handed over to the Mortgagee shall be held by the Mortgagor in trust for the Mortgagee;

- viii) The Mortgagor shall give to the Mortgagee or to such person or persons as aforesaid such information as they or he or she or any of them shall require as to all matters relating to the business, property and affairs of the Mortgagor and at the time of the issue thereof to the shareholders/members/partners, if any, of the Mortgagor furnish to the Mortgagee copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the shareholders/members/partners and the Mortgagee shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Mortgagor or any part thereof and to investigate into the affairs thereof and the Mortgagor shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;
- ix) The Mortgagor shall permit the Mortgagee and such person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Mortgagee may depute for the purpose of such inspection and if the Mortgagee shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other



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Additional  
Assurance

25 JUL 2021

expenses of such an expert;

- x) The Mortgagor shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Mortgagor as and when the same shall become payable and when required by the Mortgagee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagor in respect of or any part of the Mortgaged Properties;
- xi) The Mortgagor shall forthwith give notice in writing to the Mortgagee of commencement of any proceedings directly affecting the Mortgaged Properties;
- xii) The Mortgagor shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 2013 if applicable and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Mortgagor's constitutional documents;
- xiii) The Mortgagor shall diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged



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25 JUL 2001

Properties or any part thereof PROVIDED THAT the Mortgagor may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the security for the Facilities is not thereby materially endangered or impaired. The Mortgagor will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Facilities and/or any other monies in respect thereof might or would be hindered or delayed;

- xiv) The Mortgagor shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Mortgagor may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Mortgagor failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Mortgagee will be at liberty (but shall not be bound) to pay the same and the Mortgagor shall reimburse the same to the Mortgagee on demand;
- xv) The Mortgagor shall reimburse all sums paid or expenses incurred by the Mortgagee or any Receiver, Attorney, Manager, Agent or other person appointed by the Mortgagee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry further interest at the default interest rate specified in the Facility Agreement as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Mortgagor will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by the Mortgagee, the Mortgagor shall, forthwith on demand, reimburse the same to the Mortgagee and until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties;



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Additional Information  
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45 JUL 31 1971

- xvi) The Mortgagor shall promptly inform the Mortgagee if it has knowledge or notice of any application for winding up/ dissolution/ bankruptcy / insolvency having been made or any statutory notice of winding up or dissolution under the Companies Act, 2013 (if applicable) or other applicable Acts or otherwise of any suit or other legal process intended to be filed or initiated against the Mortgagor and affecting the title to the Mortgagee 's properties or if a Receiver is appointed of any of its properties or business or undertaking;
- xvii) The Mortgagor shall promptly inform the Mortgagee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Mortgaged Properties or on the Mortgagor's profits or business and of any material changes in the rate of production or sales of the Mortgagor with an explanation of the reasons therefore;
- xviii) The Mortgagor shall promptly inform the Mortgagee of any loss or damage which the Mortgagor may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Mortgagor may not have insured its properties;
- xix) The Mortgagor shall apply for and make its best endeavour to obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the Mortgaged Properties may, during the continuance of this security, be held as and when the same may be due for renewal in accordance with the provisions thereof and duly vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases;
- xx) The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings annexed to the same or any of them except in the

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Additional  
Assurance

5 JUL 1951

ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of carrying on the business of the Mortgaged Properties and the Mortgagor will in such case forthwith restore or procure to be restored such building, structure, plant, machinery, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;

xxi) The Mortgagor shall not sell or dispose of the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever.

xxii) The Mortgagor hereby represents and warrants that:

(a) The Mortgagor has the competence and power to execute these presents;

(b) The Mortgagor has done all acts, conditions and things required to be done, fulfilled or performed, and all authorizations required or essential for the execution of these presents or for the performance of the Mortgagor's obligations in terms of and under these presents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;

(c) These presents have been duly and validly executed by the Mortgagor or on behalf of the Mortgagor and these presents constitute legal, valid and binding obligations of the Mortgagor;

(d) The entry into, delivery and performance by the Mortgagor of, and the transactions contemplated by, these presents do not and will not conflict : (i) with any law; (ii) with the constitutional documents, if any, of the Mortgagor; or (iii) with any document which is binding upon the Mortgagor or on any of its assets;

(e) All amounts payable by the Mortgagor under these presents will be

made free and clear of and without deduction / withholding for or on account of any tax or levy and without any setoff;

(f) (i) To the extent applicable, the execution or entering into by the Mortgagor of these presents constitutes, and performance of its obligations under these presents will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) The Mortgagor is not, will not be entitled to, and will not claim immunity for themselves or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to these presents;

(g) The Mortgagor's agreement that these presents are governed by Indian law, is legal, valid and binding on the Mortgagor;

(h) Except to the extent disclosed to the Mortgagee, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Mortgagor or its assets, which, if adversely determined, might have a Material Adverse Effect;

(i) (i) All information communicated to or supplied by or on behalf of the Mortgagor to the Mortgagee from time to time in a form and manner acceptable to the Mortgagee, are true and fair/true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Mortgagee which renders such information untrue or misleading in any respect.

18. In the event of the Government taking over the management of the Mortgagor and/or the Mortgaged Properties and/or the entire undertaking of the Mortgagor and/or in the event of nationalisation of the Mortgagor or its business or a moratorium being passed or in case the running of the business of the Mortgagor or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of The Industries (Development and Regulation) Act, 1951 or under any other Act, the Mortgagee shall be entitled to receive the whole of

the compensation to which the Mortgagor shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions of the Facility Agreement and all monies secured hereunder shall become immediately payable and the security created hereunder shall become enforceable.

19. No purchaser, mortgagor, mortgagee or other person dealing with the Mortgagee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Mortgagee or Receiver and in the absence of malafides on the part of such purchaser, mortgagor, mortgagee or other person such dealing shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Mortgagor or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.
20. Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Mortgagee for the purchase money of any of the Mortgaged Properties are sold and for any other monies paid otherwise howsoever to them shall effectually discharge the purchaser(s) or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.
21. The Mortgagee may, at any time after the security hereby constituted becomes enforceable, apply to the relevant Court for an order that the powers hereof be exercised and carried into execution under the directions of the Court and

for the appointment of a Receiver or Receivers and Manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as the Mortgagee shall deem expedient and shall be indemnified by the Mortgagor against all costs, charges and expenses incurred for or in relation to any such application or proceeding. Further, the Mortgagor shall indemnify the Mortgagee for any claims, losses, damages suffered by the Mortgagee due to any defect in the title search reports, or due to non-submission of any documents including mutation certificates and chain deeds and photocopies/certified true copy of the title deeds or due to any defect in the chain of title, or due to any defect in the searches in the concerned offices, or due to any third party approvals/permissions including approvals/permissions from government authorities under Urban Land (Ceiling and Regulation) Act, 1976, as maybe required, not having been obtained by the Mortgagor. The Mortgagor further agrees to indemnify and keep indemnified the Mortgagee against all losses, costs, expenses suffered by the Mortgagee for any other reason whatsoever due to any defect in the title of the Mortgagor to the Mortgaged Properties including due to non-registration of the Mortgaged Properties.

22. The Mortgagee hereof may, in the execution and exercise of all or any of the powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Mortgagee and the Mortgagee may also, whenever they think it expedient, delegate by Power of Attorney or otherwise to any such officer all or any of the powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Mortgagee may think fit and the Mortgagee shall not be bound to supervise the proceedings or be in anywise responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

23. The Mortgagor hereby acknowledges, agrees and confirms that the Mortgagee shall, at the request and cost of the Mortgagor, release, re-assign or re-convey to the Mortgagor or as the Mortgagor may direct or to such other person entitled thereto, the Mortgaged Properties or such part thereof as may remain subject to the security hereby created freed and discharged from the security hereby created upon proof being given to the reasonable satisfaction of the Mortgagee that all the Facilities together with all interest, and all other monies payable hereunder have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the Mortgagee or by any Receiver in relation to these presents and upon observance and performance of the terms and conditions and covenants herein contained and in the Transaction Documents.
24. The Mortgagor shall pay to the Mortgagee all legal, travelling and other costs, charges and expenses incurred by them or their officers or their employees, their representatives/agents in connection with execution of these presents including costs, charges and expenses of and incidental to the approval and execution of these presents and all other documents affecting the security herein and will indemnify them against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done in respect of or in relation to the Mortgaged Properties.
25. The Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor in the name and on behalf of the Mortgagor to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Mortgagee be necessary or expedient that the Mortgagor should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Mortgagor by these presents or of giving to the Mortgagee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Mortgagor in the

exercise of all or any of the powers hereby conferred upon the Mortgagee or any Receiver appointed by them.

26. These presents shall be a continuing one and shall remain in full force and effect till such time the Mortgagor repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies payable under the Facility Agreement and/or the other Transaction Documents.

27.(a) Any notice or request required to be served or given on the Mortgagor shall for the purposes of these presents be sufficiently served at the registered / principal / business office of the Mortgagor or if left or affixed to any part of the premises hereby mortgaged and such notice shall also be deemed to be properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagor at its registered office and such services shall be deemed to have been made at the time at which such Registered letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal or otherwise howsoever.

(b) Any notice or request to be given or made to the Mortgagee or to any other party shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by mail or telegram to the party to which it is required to be given or made at such party's designated address.

28. The Mortgagor shall also indemnify and keep the Mortgagee indemnified against all losses, damages, costs, claims and expenses whatsoever which the Mortgagee may suffer, pay or incur by reason of or in connection with any such default on the part of the Mortgagor including legal proceedings taken against the Mortgagor for breach of the terms and conditions contained herein and recovery of all the monies in respect of the Facilities under the Facility Agreement and/or the other Transaction Documents.

29. It is hereby expressly agreed that the obligations of the Mortgagor shall be governed by the provisions contained in these presents.
30. These presents shall be enforceable against the Mortgagor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed in favour of the Mortgagee shall, at the time when the proceedings are taken against the Mortgagor on these presents, be outstanding or unrealised or lost.
31. The rights of the Mortgagee against the Mortgagor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Mortgagee and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that at any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Mortgagee, the Mortgagee shall be at liberty to require the performance by the Mortgagor of their obligations hereunder to the same extent in all respects as if the Mortgagor had at all times been solely liable to perform the said obligations.
32. A certificate in writing signed by a duly authorised official of the Mortgagee shall be conclusive evidence against the Mortgagor of the amount for the time being due to the Mortgagee from the Borrower / the Mortgagor in any action or proceeding brought on these presents against the Mortgagor.
33. These presents shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Mortgagee by the Mortgagor and shall be valid and binding on the Mortgagor and operative until repayment in full of all moneys due to the Mortgagee under the Facility Agreement and/or the other Transaction Documents.
34. That these present shall be irrevocable and the obligations of the Mortgagor hereunder shall not be conditional on the receipt of any prior notice by the

Mortgagor and the demand or notice by the Mortgagee as provided in hereinabove shall be sufficient notice to or demand on the Mortgagor.

35. The liability of the Mortgagor under these presents shall not be affected by :
- (i) any change in the constitution or winding up of the Borrower / the Mortgagor or any absorption, merger or amalgamation of the Borrower / the Mortgagor with any other company, corporation or concern; or (ii) any change in the management of the Borrower / the Mortgagor or takeover of the management of the Borrower / the Mortgagor by Central or State Government or by any other authority; or (iii) acquisition or nationalisation of the Borrower / the Mortgagor and/ or of any of its undertaking(s) pursuant to any law; or (iv) any change in the constitution of the Mortgagee; or (v) bankruptcy / insolvency / death of the Mortgagor / the Borrower; or (vi) the absence or deficiency of powers on the part of the Mortgagor to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Mortgagor undertakes not to revoke these presents during the subsistence of the Facility Agreement.
36. The Mortgagee shall be entitled to exercise general lien and/or adjust, appropriate or set off all securities/deposits held by the Mortgagee to the credit of or the benefit of the Mortgagor on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Mortgagor under these presents.
37. These presents are in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Mortgagor may have previously given or may hereafter give to the Mortgagee (whether alone or jointly with other parties) and these presents shall not revoke or limit any such other guarantee(s).
38. These presents shall be governed by and construed in accordance with the laws of India.

39. The Mortgagor agrees that any legal action or proceedings arising out of these presents may be brought by the Mortgagee, in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction.
40. Any provision of these presents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these presents or affect such provision in any other jurisdiction.
41. The Mortgagor hereby agrees, confirms and undertakes that:
- (A) the Mortgagee shall, as the Mortgagee may deem appropriate and necessary, be entitled to disclose all or any : (i) information and data relating to the Mortgagor; (ii) information or data relating to these presents or any other securities furnished by the Mortgagor in favour of the Mortgagee; (iii) obligations assumed / to be assumed by the Mortgagor in relation to the Facilities under these presents or any other securities furnished by the Mortgagor for any other credit facility granted / to be granted by the Mortgagee; (iv) default, if any, committed by the Mortgagor in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");
  - (B) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Mortgagee in the manner as deemed fit by them;
  - (C) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Mortgagee / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf;
  - (D) the information and data furnished by the Mortgagor to the Mortgagee from time to time shall be true and correct.

42. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them in the Facility Agreement.

43. The Mortgagee may, at any time, assign or transfer all or any of its rights, benefits and obligations under these presents to any person without any consent of or intimation to the Borrower and /or the Mortgagor.

### THE FIRST SCHEDULE ABOVE REFERRED TO

#### 1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Kolkata

Date: The day of <sup>5th</sup> July, 2021 (Two Thousand and Twenty One)

#### 2. DETAILS OF THE MORTGAGOR:-

**M/s. USHA MARTIN LIMITED** being a Limited company having its registered office at 2A, Shakespeare Sarani, Kolkata -700 071.

#### 3. DETAILS OF THE BORROWER

**M/s. USHA MARTIN LIMITED** being a Limited company having its registered office at 2A, Shakespeare Sarani, Kolkata – 700 071.

#### 4. DATE OF THE Credit Arrangement Letter/Sanction Letter

(1) State Bank of India – Working Capital Facility - Sanction Letter bearing No. AMT-IV/2018-19/273 Dated March 29.2019 as amended from time to time.

#### 5. DATE OF THE FACILITY AGREEMENT

(1) State Bank of India – Working Capital Facility - Facility Agreement Dated April 8, 2019 as amended from time to time.

#### 6. AMOUNTS OF THE FACILITIES

In the aggregate not exceeding **Rs. 285.00 Crore (Rupees Two Hundred Eighty Five Crores )** being working capital facility issued by State Bank of India aggregating to Rs. 285.00 Crore only. (Referred to as the "Facilities")

For the sake of clarification

Signed: Anirban Sarkar

Anirban Sarkar, Kolkata

Sl No	Banks	Loan	Amount	Ranking of Security
1	State Bank of India	Working Capital Facility	Rs. 285.00 Crore	Second Pari-Passu Charge

## 7. THE BANK'S BRANCH / OFFICE ADDRESS

**State Bank of India**, a company incorporated under State Bank of India Act 1955, and a bank within the meaning of the Banking Regulation Act, 1949 and having its Corporate office at MUMBAI, and one of its branches among other places known, as Corporate Clients' Group branch at Branch office at 34 J L Nehru Road, 2<sup>nd</sup> Floor, Kolkata – 700 071, having

## 8. DEFINITIONS AND CONSTRUCTION

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, viz.:

**"Mortgaged Properties"** means all the immoveable properties of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security as detailed in Second Schedule herein for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Facility Agreement.

## 9. ULCRA

The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULCRA") are not applicable to the Properties.

## 10. CHARGING CLAUSE

The Mortgagor doth hereby:

- (i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold properties more particularly described in the Second

Schedule hereunder written (on a second pari-passu charge basis to secure the working capital facility), together with all erections machines, equipments and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid properties and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid properties or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

- (ii) Grant ,convey, assign, assure and transfer unto the Mortgagee all, the premises more particularly described in the Second Schedule hereunder written (on a second pari-passu charge basis to secure the working capital facility), together with all liberties, privileges ,easements, and appurtenances whatsoever to the aforesaid premises or to any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, TO HAVE AND TO HOLD all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.
- (iii) The possession of all Flats remains with the Mortgagor.
- (iv) The Mortgagee has no power to collect rent or lease of the property mortgaged or part thereof.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the immoveable properties/Mortgaged Properties)**

**ALL THAT** the total 8 Units which are mentioned as below situated at Premises No. 2A, Shakespeare Sarani, at "Victoria Plaza", Police Station – Shakespeare Sarani, Post Office – Shakespeare Sarani, Kolkata – 700071, within the limits of Kolkata Municipal Corporation under Ward No. 63, together with proportionate share in the underlying land and common areas and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

**FLAT DETAILS ARE AS FOLLOWS:-**

SL. NO.	Unit No	Floor	Area in sq,ft super Built Up Area	Assessee No.
1	3B	Third	910	110634802642
2	3H	Third	1277	110634802708
3	4F(1A)	Fourth	760	110634802710
4	4F(1B)	Fourth	775	110634802721
5	4F(2A)	Fourth	725	110634802733
6	4F(2B)	Fourth	730	110634802745
7	4F(3)	Fourth	840	110634802757
8	3F	Third	1276	110634802680
		Covered parking	135	

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Encumbrances on the Mortgaged Properties)**

Sl No.	Name of the Banks	Facility	Ranking of Charge
1	ICICI Bank	Rupee Term Loan Facility – Rs. 100.0 Crore (Current o/s Rs. 86.75 Cr) sanctioned vide Facility Agreement Dated November 5, 2015 as amended from time to time	First Pari-Passu Charge
2	ICICI Bank	Rupee Term Loan Facility – Rs. 150.0 Crore (Current o/s Rs. 50 Cr) sanctioned vide Facility Agreement Dated September 3, 2013 as amended from time to time	First Pari-Passu Charge
3	ICICI Bank	Rupee Term Loan Facility – Rs. 100.0 Crore sanctioned vide Facility Agreement Dated August 8, 2019 as amended from time to time	First Pari-Passu Charge
4	ICICI Bank	Working Capital Facility –Rs. 50.0 Crores sanctioned vide Facility Agreement Dated April 26, 2019 as amended from time to time.	Second Pari Passu Charge

**IN WITNESS WHEREOF THE PARTIES** hereunto have signed this deed of the day and year first above written in the presence of each of the attesting witnesses detailed herein below and the attesting witnesses have put in their signatures in the presence of the parties.

Attesting Witnesses

1.

Name

Gan Sahu

Address

9th old Post office St.  
KOL-1

Usha Martin Limited

*[Signature]*  
Authorised Signatory

**SIGNATURE OF MORTGAGOR**

1.

Name

Pratim Pal.

Address

9, old Post Office  
St. Kol-1

2.

Name

Gan Sahu

Address

9, old Post Office Street  
KOL-1

2

Name

Pratim Pal.

Address

9, old Post Office St.  
Kol-1

कृते भारतीय स्टेट बैंक / For State Bank of India

*[Signature]*  
AGM & Relationship Manager (AMT-I)  
Commercial Clients Group Branch, Kolkata

**SIGNATURE OF MORTGAGEE**

State Bank of India

Drafted by me:

*[Signature]*

Advocate,  
High Court Calcutta;

WB/710/2000

**SITE PLAN OF USHA MARTIN LIMITED, 4TH FLOOR (FLAT -1A,1B, 2A, 2B & 3) AT  
PREMISES NO - 2A, SHAKESPEARE SARANI, KOLKATA - 700071**



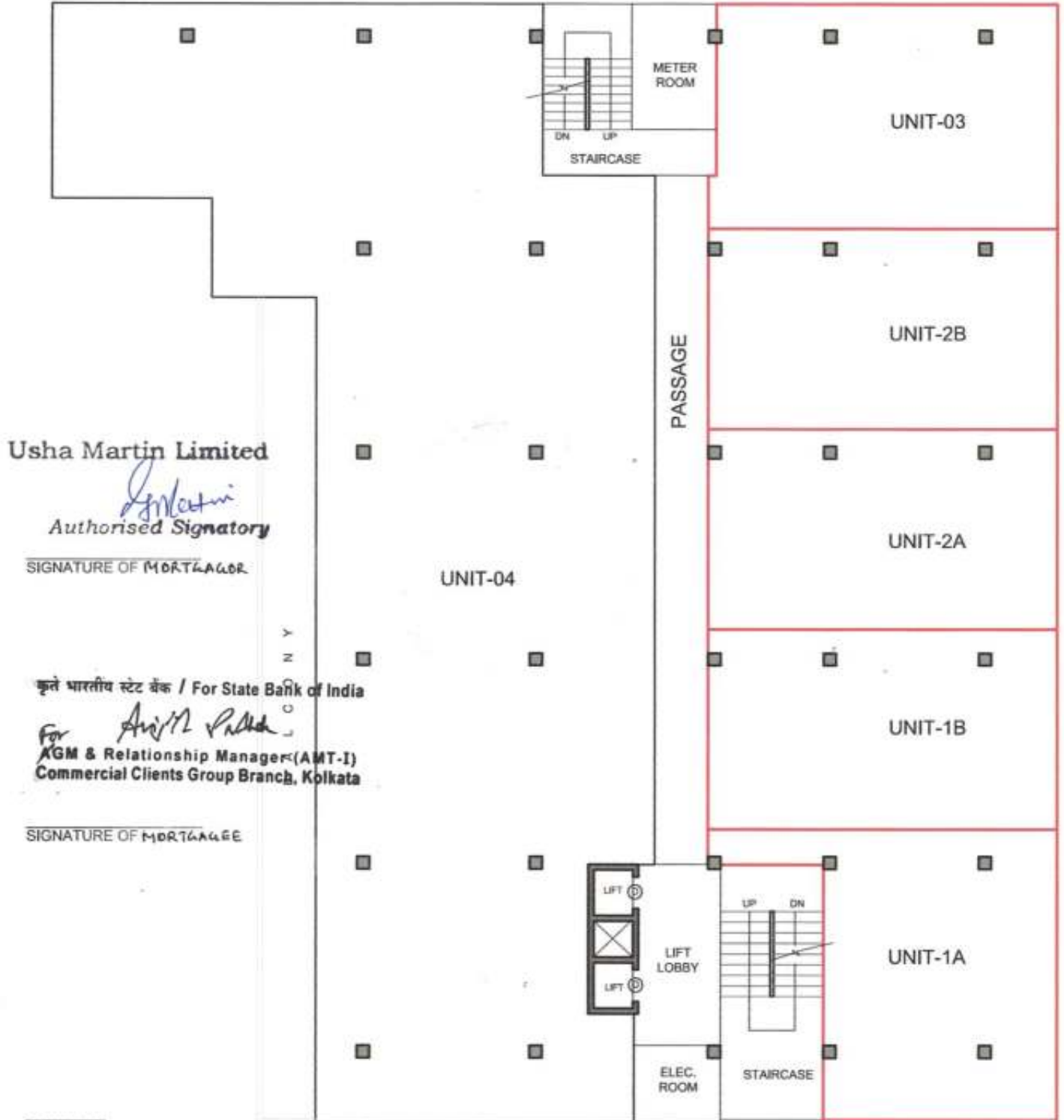
AREA MARKED IN RED COLOUR



SCALE - 1:150

**AREA DETAILS**

UNIT NO	SBUA (SQFT)
1A	780
1B	775
2A	725
2B	730
03	840



**Usha Martin Limited**  
*Authorized Signatory*

SIGNATURE OF MORTGAGOR

कृते भारतीय स्टेट बैंक / For State Bank of India

For *Amrith Pallick*  
AGM & Relationship Manager (AMT-I)  
Commercial Clients Group Branch, Kolkata

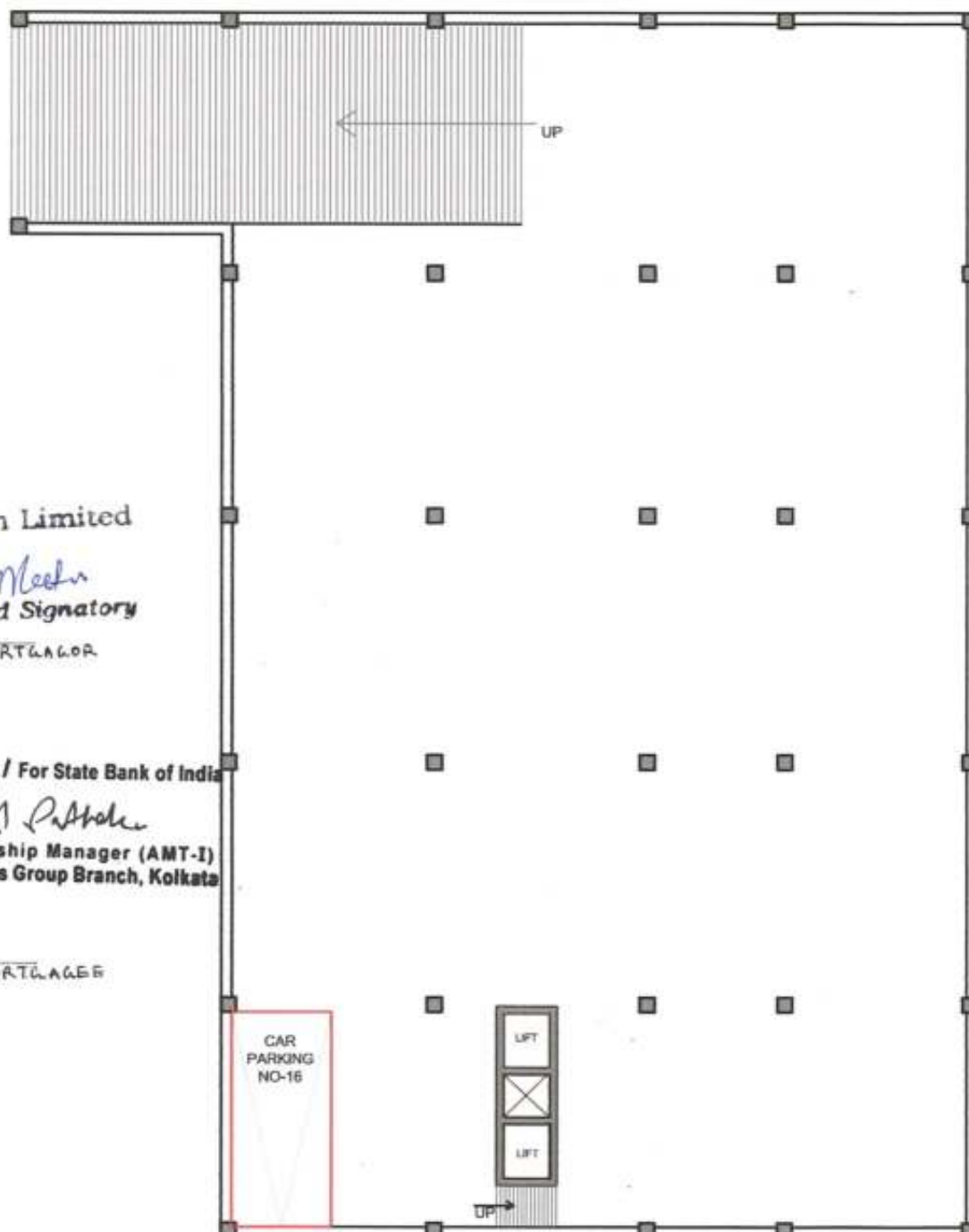
SIGNATURE OF MORTGAGEE

DRAWN BY

**PARKING LAYOUT PLAN OF USHA MARTIN LIMITED, BASEMENT FLOOR PARKING  
NO - 16 AT PREMISES NO - 2A, SHAKESPEARE SARANI, KOLKATA - 700071**

AREA MARKED IN RED COLOUR

CAR PARKING AREA = 135 SQFT



Usha Martin Limited

*[Signature]*  
Authorised Signatory

SIGNATURE OF MORTGAGOR

For *[Signature]*  
AGM & Relationship Manager (AMT-I)  
Commercial Clients Group Branch, Kolkata

SIGNATURE OF MORTGAGEE

CAR  
PARKING  
NO-16

UP

UP

DRAWN BY

**SITE PLAN OF USHA MARTIN LIMITED, 3RD FLOOR (FLAT - 3B, 3F & 3H) AT  
PREMISES NO - 2A, SHAKESPEARE SARANI, KOLKATA - 700071**



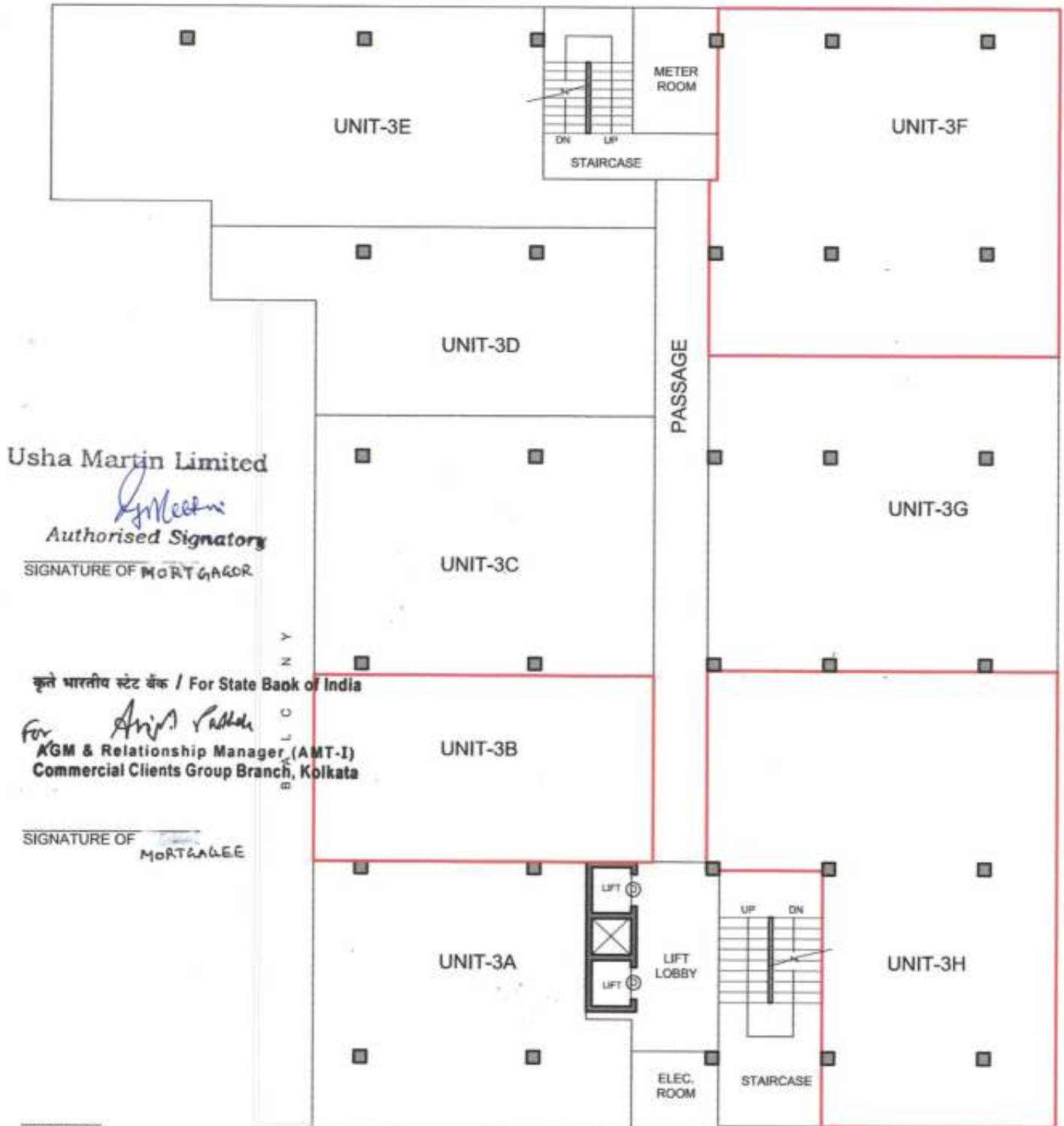
AREA MARKED IN RED COLOUR



SCALE - 1:150

**AREA DETAILS**

UNIT NO	SBUA (SQFT)
3B	910
3F	1276
3H	1277



Usha Martin Limited

*Authorized Signatory*

SIGNATURE OF MORTGAGOR

कृते भारतीय स्टेट बैंक / For State Bank of India

for *Anil Pathak*  
AGM & Relationship Manager (AMT-I)  
Commercial Clients Group Branch, Kolkata

SIGNATURE OF MORTGAGEE

DRAWN BY

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Signature*



LEFT HAND



RIGHT HAND



*Signature*

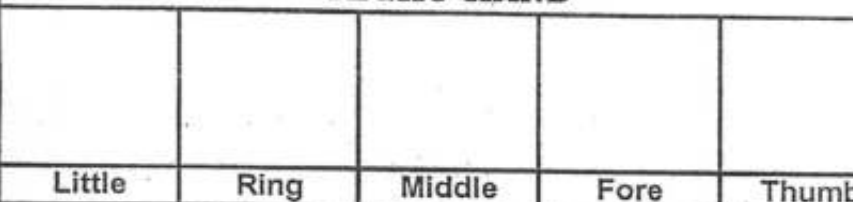


LEFT HAND

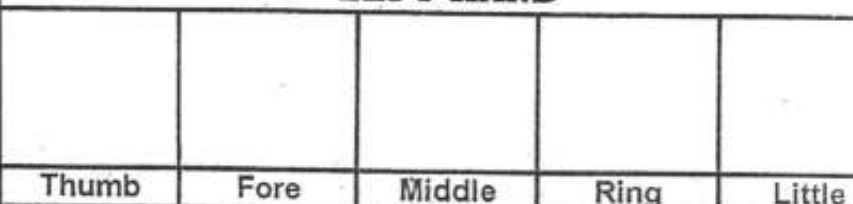


RIGHT HAND

PHOTO

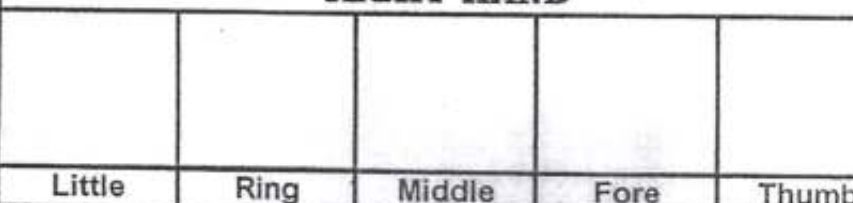


LEFT HAND

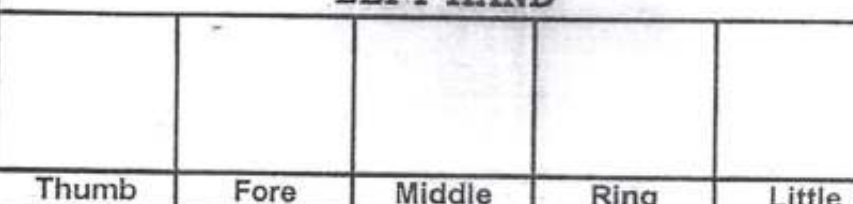


RIGHT HAND

PHOTO



LEFT HAND



RIGHT HAND



**Govt. of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**GRIPS eChallan**

**GRN Details**

<b>GRN:</b>	192021220001897681	<b>Payment Mode:</b>	Online Payment
<b>GRN Date:</b>	07/04/2021 12:43:17	<b>Bank/Gateway:</b>	State Bank of India
<b>BRN :</b>	CKQ1579470	<b>BRN Date:</b>	07/04/2021 12:04:30
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2000684462/2/2021
			[Query No*/Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	USHA MARTIN LIMITED
<b>Address:</b>	2A , SHAKESPEARE SARANI KOLKATA
<b>Mobile:</b>	9331215465
<b>EMAIL:</b>	gsrathi@ushamartin.co.in
<b>Contact No:</b>	03371006520
<b>Depositor Status:</b>	Others
<b>Query No:</b>	2000684462
<b>Applicant's Name:</b>	Mr Gour Saha
<b>Identification No:</b>	2000684462/2/2021
<b>Remarks:</b>	Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000684462/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	100020
2	2000684462/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	55014
<b>Total</b>				<b>155034</b>

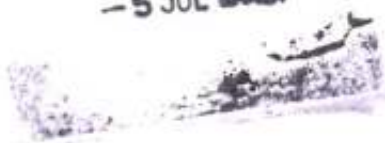
**IN WORDS: ONE LAKH FIFTY FIVE THOUSAND THIRTY FOUR ONLY.**



*[Handwritten signature]*

Additional Registrar of  
Insurance, Calicut

- 5 JUL 2021





ভারত সরকার  
Government of India

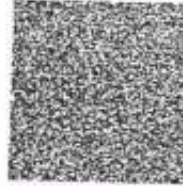
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ভালিকাঙ্কিত নম্বর / Enrollment No.: 0000/00615/83308

To  
অভিজিৎ পাঠক  
Avijit Pathak  
2 No Debigarh  
Near Oikkotan Club Madhyamgram  
VTC: Madhyamgram (m),  
PO: Madhyamgram,  
District: North 24 Parganas,  
State: West Bengal,  
PIN Code: 700129,  
Mobile: 9836144423



UA046815695IN



আপনার আধার সংখ্যা / Your Aadhaar No. :

**2963 3488 8629**

আমার আধার, আমার পরিচয়



ভারত সরকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ



অভিজিৎ পাঠক  
Avijit Pathak  
জন্মতারিখ / DOB : 01/10/1982  
পুরুষ / MALE

**2963 3488 8629**

আমার আধার, আমার পরিচয়

03/01/2014

*Avijit Pathak*

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।  
■ নিরাপদ কিউআর কোড / অফলাইন এক্সএমএল / অনলাইন প্রমাণীকরণ ব্যবহার করে পরিচয় যাচাই করুন।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.  
■ Verify identity using Secure QR Code / Offline XML / Online Authentication.

- আধার সারা দেশে মান্য।  
■ আধার আপনাকে বিভিন্ন সরকারি ও বেসরকারি পরিষেবা প্রাপ্তিতে সাহায্য করে।  
■ আধারে আপনার মোবাইল নাম্বার ও ইমেইল আইডি আপডেটে রাখুন।  
■ আধার নিজের স্মার্ট ফোনে রাখুন, mAadhaar App দ্বারা।  
■ Aadhaar is valid throughout the country.  
■ Aadhaar helps you avail various Government and non-Government services easily.  
■ Keep your mobile number & email ID updated in Aadhaar.  
■ Carry Aadhaar in your smart phone – use mAadhaar App.

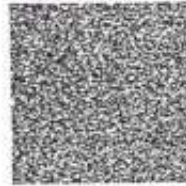


ভারতীয় জনতা পার্টি  
Bharatiya Janata Party



ঠিকানা: ২ নং দেবীগড়, ঠিকতাল ক্লাবের  
নিকটে, মধ্যমগ্রাম, মধ্যমগ্রাম (এম), উত্তর  
২৪ পরগনা, পশ্চিম বঙ্গ, ৭০০১২৯

Address: 2 No Debigarh, Near Oikkotan  
Club, Madhyamgram, Madhyamgram (m),  
North 24 Parganas, West Bengal, 700129



2963 3488 8629



1947



help@uidai.gov.in



www.uidai.gov.in



Avijit Pathak.





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



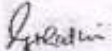
स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AFWPR6815D

नाम / Name  
GOURI SHANKAR RATHI

पिता का नाम / Father's Name  
RAM NARAYAN RATHI

जन्म की तारीख / Date of Birth  
17/03/1966

  
हस्ताक्षर / Signature



03022017

इस कार्ड को खोने / पाने पर कृपया सूचित करें / लौटाएं :  
आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [tininfo@nsdl.co.in](mailto:tininfo@nsdl.co.in)







भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

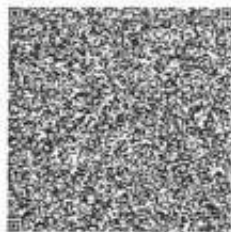
नामांकन क्रम/ Enrolment No.: 1007/60148/24601

Download Date: 21/10/2020

To  
गौरी शंकर राठी  
Gouri Shankar Rathi  
S/O Ram Narayan Rathi  
FLAT- 2D, BLOCK-3, PHASE- 4, VIVEK VIHAR  
493/C A AND B G. T. ROAD  
NEAR HOWRAH JUTE MILL  
Howrah  
Sibpur  
Haora West Bengal - 711102  
9331215465

Issue Date: 23/08/2011

Signature Not Verified  
Digital Signature  
AUTHORITY: UIDAI  
Date: 2020-10-21 13:07:18



आपका आधार क्रमांक / Your Aadhaar No. :

**8878 5523 7895**

VID : 9126 8612 4509 8592

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Download Date: 21/10/2020



गौरी शंकर राठी  
Gouri Shankar Rathi  
जन्म तिथि/DOB: 17/03/1966  
पुरुष/ MALE

Issue Date: 23/08/2011

**8878 5523 7895**

VID : 9126 8612 4509 8592

मेरा आधार, मेरी पहचान



Government of India



AADHAAR

### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

### INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

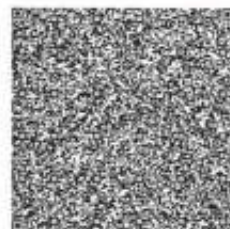


भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India



पता:  
S/O राम नारायण राठी, फ्लैट- 2D, ब्लॉक-3, फेज- 4,  
विवेक विहार, 493/सी ए एंड बी जे, टी. रोड, निबर  
हावड़ा जूट मिल, हावड़ा, हावड़ा,  
वेस्ट बंगाल - 711102

Address:  
S/O Ram Narayan Rathi, FLAT- 2D, BLOCK-  
3, PHASE- 4, VIVEK VIHAR, 493/C A AND  
B G. T. ROAD, NEAR HOWRAH JUTE MILL,  
Howrah, Haora,  
West Bengal - 711102



**8878 5523 7895**

VID : 9126 8612 4509 8592

1947 | help@uidai.gov.in | www.uidai.gov.in

*Smethi*



स्थायी खाता संख्या /PERMANENT ACCOUNT NUMBER  
AAACU2339M

नाम /NAME  
USHA MARTIN LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION  
22-05-1988

*Bhagat*  
आयकर आयुक्त, रांची  
COMMISSIONER OF INCOME TAX, RANCHI

Usha Martin Limited  
*Smleeta*  
Authorised Signatory





## सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।

## INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- प्रत्यक्ष देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का काम उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

301327559



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
269, SUKANTA SARANI, NEWBARRACK  
PUR. B. T. COLLEGE, KOLKATA - North  
Twenty Four Parganas, West Bengal,  
700131



Toll Free  
1800 180 1847



help@uidai.gov.in



www.uidai.gov.in



PO: Buz Ais 1847  
Pin-746001/7460011



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India  
Government of India

Enrollment No. 1007/60601/00943

24/09/2011  
30139958

Gour Saha  
269, SUKANTA SARANI, NEWBARRACK PUR  
B.T. COLLEGE  
KOLKATA  
North Twenty Four Parganas  
West Bengal 700131



UG301329595IN



आपका आधार क्रमांक / Your Aadhaar No. :

**6212 4810 2072**

आधार — आम आदमी का अधिकार



भारत सरकार  
GOVERNMENT OF INDIA



Gour Saha  
Year of Birth : 1974  
Male

**6212 4810 2072**



आधार — आम आदमी का अधिकार

*Gour Saha*

**Usha Martin Limited**

2A, Shakespeare Sarani, Kolkata (formerly Calcutta) - 700 071, India

Phone : (00 91 33) 71006300/599, Fax : (00 91 33) 2282 9029, 71006400/500

CIN : L31400WB1986PLC091621

Website : www.ushamartin.com

**EXTRACT FROM THE MINUTES OF THE 173<sup>RD</sup> MEETING OF THE BOARD OF  
DIRECTORS OF USHA MARTIN LIMITED HELD ON 9<sup>TH</sup> NOVEMBER 2019**

\*RESOLVED THAT the Company do create mortgage by executing the requisite deed of mortgage in favour ICICI Bank Limited ("ICICI Bank"), acting for itself and on behalf of State Bank of India & IndusInd Bank Limited (being lenders as per details of the facility mentioned herein under), as security for the following immovable properties of the Company (hereinafter collectively referred to as "the said immoveable properties"):

Location	Description
Mumbai	980 sq.ft. flat at Sailesh, Linking Road, Santacruz, Mumbai, Maharashtra
Kolkata	8 nos. of flats situated at 2A, Shakespeare Sarani, Kolkata, West Bengal

for securing the due repayment, discharge and redemption by the Company for the following facilities as first charge on pari-passu basis for term loan facilities aggregating Rs.1,000 crore and second charge for working capital facilities of Rs.335 crore (hereinafter collectively referred to as "Facility"):

Sl. No.	Bank Name	Facility Type	Facility Amount (Rs. in Crore)
1	ICICI Bank Limited	Term Loan	150.00
2	ICICI Bank Limited	Term Loan	100.00
3	ICICI Bank Limited	Term Loan	100.00
4	State Bank of India	Term Loan	600.00
5	IndusInd Bank Limited	Term Loan	50 .00
6	State Bank of India	Working Capital	285.00
7	ICICI Bank Limited	Working Capital	50.00

\*RESOLVED FURTHER THAT Mr. Rajeev Jhavar, Managing Director, Mr. P K Jain, Jt. Managing Director [Wire and Wire Rope Business], Mr. Anirban Sanyal, Chief Financial Officer, Mr. G D Lakhota, Sr. Dy. General Manager (Finance) and Mr. G S Rathi, Sr. Dy. General Manager (Finance), and Mr. Manish Prasad, Dy. General Manager (hereinafter called "Authorized Persons") be and are hereby severally authorized to finalise and execute the Deed (s) of Mortgage and any other document as maybe required on behalf of the Company and lodge such deeds or documents, appear before any registering authority competent in that behalf for registration purpose and do all such acts and deeds as may be deemed fit and proper in this regard to give effect to the aforementioned creation and registration of mortgage and the Common Seal, if required, be affixed on any such document or deed in the presence of any one of the aforesaid Authorised Persons of the Company."

*Valid and subsisting as on  
24.03.2021*

**For USHA MARTIN LIMITED:**

*Shampa Ghosh Ray*  
**Company Secretary**





# usha martin

**Usha Martin Limited**

2A, Shakespeare Sarani, Kolkata (formerly Calcutta) - 700 071, India

Phone : (00 91 33) 71006300/599, Fax : (00 91 33) 2282 9029, 71006400/500

CIN : L31400WB1986PLC091621

Website : www.ushamartin.com

B-091119-16 (C)

"RESOLVED FURTHER THAT any of the Authorized Persons and Company Secretary be and are hereby severally authorized to sign and submit relevant e-Forms on behalf of the Company to the concerned Registrar of Companies and take all other actions as may be required for filing particulars of creation/ modification / satisfaction of charge(s) to the satisfaction of the lending Banks mentioned above."

"RESOLVED FURTHER THAT copies of the foregoing resolutions, certified to be true by any one of the Managing Director, Joint Managing Director, Chief Financial Officer or Company Secretary may be furnished to concerned persons."

*Valid and subsisting  
as on 24.03.2021*

Certified to be true  
For Usha Martin Limited

For USHA MARTIN LIMITED

*Shampa Ghosh Ray*  
Company Secretary

*Shampa Ghosh Ray*  
Shampa Ghosh Ray  
Company Secretary  
ACS 16737



**TO WHOMSOEVER IT MAY CONCERN**

We hereby authorise Shri Avijit Pathak, Manager, S/o Samir Pathak, having PAN No. AKJPP3417F and UID No. 2963 3488 8629 to execute the registered mortgage documents for the property related to the facilities sanctioned to Usha Martin Ltd. The signature of Shri Pathak is attested hereunder:-

Signature of Shri Avijit Pathak:

*Avijit Pathak*

Attested

*Bhaskar*Assistant General Manager  
State Bank of Indiaकृते भारतीय स्टेड बैंक  
For STATE BANK OF INDIA*Bhaskar*Asst. Gen. Manager & Relationship Manager (AMT-I)  
Commercial Clients Group Branch  
कोलकाता/KolkataAssistant General Manager  
State Bank of India

Date: 05-07-2021



## Major Information of the Deed

Deed No :	I-1903-05499/2021	Date of Registration	05/07/2021
Query No / Year	1903-2000684462/2021	Office where deed is registered	
Query Date	30/03/2021 1:21:33 PM	1903-2000684462/2021	
Applicant Name, Address & Other Details	Gour Saha 9, Old Post Office Street,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9073932368, Status :Advocate		
Transaction		Additional Transaction	
[0307] Mortgage, Mortgage without Posse. in f/o Financial Institution/Bank		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 256,50,00,000/-		Rs. 256,50,00,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 1,00,120/- (Article:40(b))		Rs. 55,018/- (Article:A(1), E)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Apartment Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No: 2A, Ward No: 063, Road: Shakespeare Sarani, Pin Code : 700071

Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built-up Area: 910	28,50,00,000/-	28,50,00,000/-	Flat No: 3B, Floor No: 3, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A2	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built-up Area: 1277	28,50,00,000/-	28,50,00,000/-	Flat No: 3H, Floor No: 3, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A3	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built-up Area: 760	28,50,00,000/-	28,50,00,000/-	Flat No: 4F 1A, Floor No: 4, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed



A4	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built- up Area: 775	28,50,00, 000/-	28,50,00,0 00/-	Flat No: 4F 1A, Floor No: 4, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A5	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built- up Area: 725	28,50,00, 000/-	28,50,00,0 00/-	Flat No: 4F 2A, Floor No: 4, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A6	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built- up Area: 730	28,50,00, 000/-	28,50,00,0 00/-	Flat No: 4F 2B, Floor No: 4, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A7	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built- up Area: 840	28,50,00, 000/-	28,50,00,0 00/-	Flat No: 4F 3, Floor No: 4, Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A8	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Super Built- up Area: 1276	28,50,00, 000/-	28,50,00,0 00/-	Flat No: 3F, Floor No: 3, Apartment Type: Flat/Apartment Office Use , Floor Type: Marble, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed
A9	, Zone Name: (Jawaharlal Nehru Road Crossing -- U. N. Brahmachari Crossing On Road),			Area of Covered Garage: 135	28,50,00, 000/-	28,50,00,0 00/-	, Apartment Type: Covered Garage Office Use , Floor Type: Cemented, Age of Flat: 20 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Completed

#### Mortgagor Details :



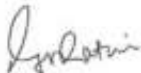



Sl No	Name,Address,Photo,Finger print and Signature
1	<b>USHA MARTIN LIMITED</b> Having Its Registered Office At 2A, Shakespeare Sa, City:- Kolkata, , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



**Mortgagee Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>State Bank Of India</b> Having Its Corporate Office At MUMBAI And One Of I, City:- Kolkata, , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Gouri Shankar Rathi (Presentant)</b> Son of Late Ram Narayan Rathi Date of Execution - 05/07/2021, , Admitted by: Self, Date of Admission: 05/07/2021, Place of Admission of Execution: Office	 Jul 5 2021 1:23PM	 LTI 05/07/2021	 05/07/2021
	Residing At 493/C/A B G T Road, Vivek Vihar, Phase -IV, Block -3, Flat-2D,Shibpur, Howrah - 711102, Police Station - Shibpur, Post Office – Shibpur Bazar, City:- Howrah, , P.O:- Shibpur Bazar, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx5D, Aadhaar No: 88xxxxxxxx7895 Status : Representative, Representative of : USHA MARTIN LIMITED (as Authorized Representative)			
2	Name	Photo	Finger Print	Signature
	<b>Mr AVIJIT PATHAK</b> Son of Mr Samir Pathak Date of Execution - 05/07/2021, , Admitted by: Self, Date of Admission: 05/07/2021, Place of Admission of Execution: Office	 Jul 5 2021 1:24PM	 LTI 05/07/2021	 05/07/2021
	At 2 No Debigarh, 3rd Lane, Madhyamgram, Police Station - Madhyamgram, Post Office - Madhyamgram, Kolkata-700 129., City:- Madhyamgram, , P.O:- Madhyamgram, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AKxxxxxx7F, Aadhaar No: 29xxxxxxxx8629 Status : Representative, Representative of : State Bank Of India (as Authorized Representative)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Gour Saha</b> Son of Late Sunil Saha 9th Old Post Office Street, Kolkata-1, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 05/07/2021	 05/07/2021	 05/07/2021
Identifier Of Mr Gouri Shankar Rathi, Mr AVIJIT PATHAK			







On 05-07-2021

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 40 (b) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13:21 hrs on 05-07-2021, at the Office of the A.R.A. - III KOLKATA by Mr Gouri Shankar Rathi ,.

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 05-07-2021 by Mr Gouri Shankar Rathi, Authorized Representative, USHA MARTIN LIMITED (Public Limited Company), Having Its Registered Office At 2A, Shakespeare Sa, City:- Kolkata, , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr Gour Saha, , , Son of Late Sunil Saha, 9th Old Post Office Street, Kolkata-1, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 05-07-2021 by Mr AVIJIT PATHAK, Authorized Representative, State Bank Of India (Public Limited Company), Having Its Corporate Office At MUMBAI And One Of I, City:- Kolkata, , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr Gour Saha, , , Son of Late Sunil Saha, 9th Old Post Office Street, Kolkata-1, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 55,018/- ( A(1) = Rs 55,000/- ,E = Rs 14/- ,M (b) = Rs 4/- ) and Registration Fees paid by Cash Rs 4/-, by online = Rs 55,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2021 12:53PM with Govt. Ref. No: 192021220001897681 on 07-04-2021, Amount Rs: 55,014/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKQ1579470 on 07-04-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,00,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 1,00,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 65648, Amount: Rs.100/-, Date of Purchase: 22/03/2021, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/04/2021 12:53PM with Govt. Ref. No: 192021220001897681 on 07-04-2021, Amount Rs: 1,00,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKQ1579470 on 07-04-2021, Head of Account 0030-02-103-003-02



**Probir Kumar Golder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2021, Page from 239300 to 239357

being No 190305499 for the year 2021.



Digitally signed by PROBIR KUMAR  
GOLDER  
Date: 2021.07.12 13:46:51 +05:30  
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/07/12 01:46:51 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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