

Foreshore Road Branch
Raheja Chambers, Nariman Point, Mumbai-21

Tel: 22817807/22790007/02 Fax: 22823033 Email: bo1232@pnb.co.in

Date: 17.07.2018

PNB/F.Rd/TIPL/2018/

Shri Pradeep Kumar Jain,
1001, 10th Floor, A Wing, Lodha Bellisimo,
N M Joshi Marg, Apollo Mills Compound,
Mahalaxmi, Mumbai-400011

Dear Sir,

**NOTICE U/S 13(2) of the Securitization and Reconstruction of Financial Assets
and Enforcement of Security Interest Act 2002 (SARFAESI)**

Reg: Account No.-1232008700003093 -credit facilities availed by M/s
Tirupati commodities Impex Pvt Ltd(Earstwhile M/s Tirupati Iron Impex Pvt Ltd)

M/s Tirupati commodities Impex Pvt Ltd have availed the following credit facilities:

(Amount in Rs.)			
Sr. No.	Nature	Limit	Balance O/s as on 31.05.2018 (interest charged up to 31.03.2018)
1.	CC(H)	8,50,00,000.00	21,59,05,472.71
2.	ILC/FLC/FLG/Buyers credit	14,67,00,000.00	0.00
	TOTAL	23,17,00,000.00	21,59,05,472.71

Due to default in payment of installment/ interest/ principal debt, the account/s has/have been classified as Non Performing Asset on 28.05.2018, as per Reserve Bank of India guidelines. We have already demanded/recalled the entire outstanding together with interest and other charges due under the above facilities from the borrower, vide letter dated 28.05.2018. We have invoked the guarantee vide letter dated 11.06.2018.

The amount due to the Bank as on 31.05.2018 is Rs.21,59,05,472.71(Rupees Twenty One Crore Fifty Nine Lakh Five Thousand Four Seventy Two and Paise Seventy One only) with further interest/charges w.e.f. 01.04.2018 until payment in full (hereinafter referred to as "secured debt").

To secure the outstanding under the above facilities, you have, inter alia, created security interest in respect of the following properties/assets:



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Foreshore Road Branch

Raheja Chambers, Nariman Point, Mumbai-21

Tel: 22817807/22790007/02 Fax: 22823033 Email: bo1232@pnb.co.in

Primary Security

S.No.	Facility	
1.	Cash Credit	Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits on company's entire stocks (kept at various service centres/warehouses), book debts, other current assets of the company both present and future on first pari passu charge basis.
2.	Inland Letter of Credit (sublimit of NFB limits of Rs. 14.67 crore)	Hypothication of DP/DA bills accompanied by RRs/MTRs of approved transport companies covering purchase of raw material/stores/spares/stocks. Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits
3.	Foreign Letter of Credit (DA/ DP)/Buyer's Credit (FLG) (sublimit of NFB limits of Rs. 14.67 crore)	Hypothication on full set of shipping documents such as bill of lading / Airway bill and supporting documents covering import of OGL items by the company in the case of FLC. Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits

Collateral Security

1. Unit No.03A, 3rd Floor, with office Area 7792 sq ft and 12 parking space of 180sq ft each in Building named as Lodha Excelus situated at C.S No.63 & 64 of lower parel Division, N.M Joshi road, Apollo Mill compound, Mahalaxmi, Mumbai-11 owned by M/s Fortune Metals Pvt Ltd.
2. Office No. 16, Ground Floor, Raheja Centre, Nariman Point, Mumbai-21 owned by M/s Tirupati Iron Impex Pvt Ltd
3. Office No. 901, 9th floor with 2 no. car parking space no. P2010 & P2011, Lodha Supremus, Lower Parel, Mumbai-13 owned by M/s Tirupati Iron Impex Pvt Ltd
4. Office No. 902, 9th floor with 2 no. car parking space no. P2012 & P2013, Lodha Supremus, Lower Parel, Mumbai-13 owned by M/s Tirupati Iron Impex Pvt Ltd

We hereby call upon you to pay the amount of **Rs.21,59,05,472.71**(Rupees Twenty One Crore Fifty Nine Lakh Five Thousand Four Hundred Seventy Two and Paise Seventy One only) with further interest at the contracted rate w.e.f. 01.04.2018 until payment in full within **60 days (sixty days)** from the date of this notice. In default, besides exercising other rights of the Bank as available under Law, the Bank is intending to exercise any or all of the powers as provided under section 13(4) of the **Securitisation and Reconstruction of**





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Financial Assets and Enforcement of Security Interest Act 2002 (hereinafter referred to as "the Act"). The details of the secured asset/s intended to be enforced by the Bank, in the event of nonpayment of secured debt by you are as under:

S.No.	Facility	Primary Security
1.	Cash Credit	Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits on company's entire stocks (kept at various service centres/warehouses), book debts, other current assets of the company both present and future on first pari passu charge basis.
2.	Inland Letter of Credit (sublimit of NFB limits of Rs. 14.67 crore)	Hypothication of DP/DA bills accompanied by RRs/MTRs of approved transport companies covering purchase of raw material/stores/spares/stocks. Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits
3.	Foreign Letter of Credit (DA/ DP)/Buyer's Credit (FLG) (sublimit of NFB limits of Rs. 14.67 crore)	Hypothication on full set of shipping documents such as bill of lading / Airway bill and supporting documents covering import of OGL items by the company in the case of FLC. Security available in CC (H) is also available to cover this facility and all other Non Fund Based Limits

Collateral Security

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2. Office No. 16, Ground Floor, Raheja Centre, Nariman Point, Mumbai-21 owned by M/s Tirupati Iron Impex Pvt Ltd
3. Office No. 901, 9th floor with 2 no. car parking space no. P2010 & P2011, Lodha Supremus, Lower Parel, Mumbai-13 owned by M/s Tirupati Iron Impex Pvt Ltd
4. Office No. 902, 9th floor with 2 no. car parking space no. P2012 & P2013, Lodha Supremus, Lower Parel, Mumbai-13 owned by M/s Tirupati Iron Impex Pvt Ltd

Please take notice that in terms of section 13(13) of the said Act, you shall not, after receipt of this notice, transfer by way of sale, lease or otherwise (other than in the ordinary course of business) any of the secured assets above referred to, without prior



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14090396183553

Bank/Branch: PNB/FORESHORE ROAD (1232)
Amt Txn id : 241016M920695
Pmt DtTime : 24-10-2016@03:09:08
ChallanIdNo: 03006172016102150183
District : 7101/MUMBAI

Stationery No: 14090396183553
Print DtTime: 24-10-2016@15:40:30
GRAS GRN : MH005463290201617S
Office Name : IGR182/BOM1_MUMBAI CITY 1

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 10,00,600/- (Rs One Zero, Zero Zero, Six Zero Zero only)

RgnFee Schm:
RgnFee Amt :

Article : 6(1).2/Equitable Mortgage
Prop Mvblty: Immovable
Prop Descr : LIST OF, PROPERTIES, ENCLOSED AS, ANNEXURE "A" Maharashtra
Consideration: R 61,17,00,000/-

Duty Payer: (PAN-AACCT3064G) TIRUPATI COMMODITIES IMPEX PRIVATE LIMITED
Other Party: (PAN-AAACP0165G) PUNJ NATIONAL BANK

Bank official1 Name & Signature



Bank official2 Name & Signature

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

For FORTUNE REAL ESTATE PRIVATE LTD.

Archana 11/10/16
DIRECTOR

For TIRUPATI COMMODITIES IMPEX PRIVATE LTD.

Authorized Signatory / Director

INDENTURE OF MORTGAGE

THIS INDENTURE OF MORTGAGE (this "**Indenture**") made at Mumbai on this 27th day of October 2016 between:

M/s Tirupati Commodities Impex Pvt. Ltd. (Formerly known as Tirupati Iron Impex Pvt. Ltd.), [CIN - U51420MH2005PTC156397] a company registered under the Companies Act, 1956, governed by the Companies Act, 2013 and having its registered office at 901, Lodha Supremus, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (hereinafter called the "**First Mortgagor/Borrower**") which expression shall unless it be repugnant to the subject meaning and context thereof be deemed to mean and include its successors) of the FIRST PART;

Fortune Metals Trading Private Limited, [CIN - U28910MH2012PTC229986] a company registered under the Companies Act, 1956, governed by the Companies Act, 2013 and having its registered office at 902, 9th Floor, Lodha Supremus, Senapati Bapat Marg, Lower Parel,, Mumbai - 400013, (hereinafter called the "**Second Mortgagor**") which expression shall unless it be repugnant to the subject meaning and context thereof be deemed to mean and include its successors) of the SECOND PART;

AND

PUNJAB NATIONAL BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Bhikaji Cama Place, New Delhi and a branch office amongst other places at 1st Floor, Raheja Chambers (Foreshore Road Branch), Nariman Point, Mumbai 400 021 hereinafter referred to as "**Lead Bank**" of the PNB Consortium representing all Lenders viz. Punjab National Bank (PNB), , Union Bank of India

(UBI) and Oriental Bank of Commerce (OBC) and such other Lenders who may join the present /expanded PNB Consortium (which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the FIFTH PART.

[PNB, UBI, OBC and all other lenders who shall join through the deed of accession shall hereinafter be collectively referred to as the said "**Lenders**" of the "**PNB CONSORTIUM**" which expression shall under it be repugnant to the subject or context thereof, include each of them or any one or more of them and their respective successors and assigns]

[By consent of all of the parties, **PNB** is designated and recognized as the **Lead Bank** of the PNB Consortium. If the Consortium of Banks is increased or diminished from time to time by adding or dropping of one or more Banks or is changed by substitution of one Bank by another during the currency of this Guarantee inter alia incidental to the tie up of the Untied Portion, then the Reconstituted Consortium will be governed by the provisions of this Guarantee as if they have been added or dropped herein as the case may be and the term "the said Lenders" shall mean and shall be deemed to include the Reconstituted Consortium as well.

[the First Mortgagor, Second Mortgagor shall be collectively referred to as "Mortgagors"].

The Mortgagors and the Borrower shall also be hereinafter collectively referred to as "**the Obligants**".

[Mortgagors and Lenders are hereinafter collectively referred to as "the Parties" and singly as "the Party".]

WHEREAS:

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- A. Pursuant to the Working Capital Consortium Agreement dated the 1st day of April , 2016 entered into between **M/s Tirupati Commodities Impex Pvt. Ltd.** (Formerly known as Tirupati Iron Impex Pvt. Ltd.) [**CIN - U51420MH2005PTC156397**] a company registered under the Companies Act, 1956, governed by the Companies Act, 2013 and having its registered office at 901, Lodha Supremus, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 (hereinafter called "**the Borrower**", or "**the Company**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) and the Lenders (hereinafter referred to as the said "**Consortium Agreement**"), the Lenders have assessed the fund based and non fund based working capital Facility to the tune of **Rs. 61.17 crores** (hereinafter referred to as the "**said Facility**") (reduced from earlier Rs. 75.00 crore) inter-alia, on the terms and conditions as set out in the respective letters of sanction of the Lenders (hereinafter referred to as the "**Letters of Sanction**"). The detail of the said Facility and the respective Letters of Sanction are more particularly described in **Schedule I** hereafter.
- B. One of the conditions of the said Letter of Sanction is that the repayment of the said Facility together with all interest, liquidated damages, fees, remuneration payable to the Lenders, costs, charges, expenses and other monies and all other amounts stipulated and payable to the Lenders by the Borrower in respect of the said Facility in accordance with the terms and conditions of the said Letters of Sanction shall, *inter alia*, be secured by the creation of Security Interest by the Borrower in favour of the Lenders on the Mortgaged Property of the Borrower (*defined below*) more particularly mentioned in the **Part A of Schedule II hereto**.
- C. The said Facility has been sanctioned inter alia on the condition that the repayment of the said Facility shall be secured by guarantee of the Second Mortgagor. It is further stipulated by the Lenders that the discharge of the obligations of the Second Mortgagor under the said Guarantee shall be further secured by mortgage of the property of the Second Mortgagor being the Second Mortgaged Property of the Second Mortgagor (*defined below*) more particularly mentioned in **Part B of Schedule II** hereto.



D. In pursuance of the terms of the said Letter of Sanction and the said Consortium Agreement, the Lenders have called upon the Mortgagors to execute this Deed and to create Security Interest in favour of the Lead Bank acting for all the Lenders of the PNB Consortium, which the Mortgagors have agreed to do in the manner hereinafter appearing.

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

1. DEFINITIONS & CONSTRUCTION

Definitions

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

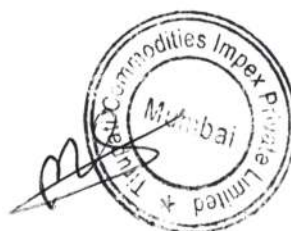
Event of Default means an event which is an event of default under the said Letters of Sanction and/or the said Consortium Agreement entitling the Lenders to various rights as mentioned in the said Letters of Sanction or the Consortium Agreement on the occurrence of that event.

Facility shall have the same meaning as ascribed in Recital A above.

Financing Documents shall mean the said Consortium Agreement and all such other deeds and documents including the undertakings, affidavits etc. entered into by and between the Borrower and the Lenders in respect of the said Facility.

Final Settlement Date shall mean the date on which the Borrower repays the Facility along with all the interest, cost, charges etc.

Mortgage Debt shall mean the Secured Debt together with all interest, all fees, premia on prepayment (if any), costs, charges, commission, and expenses and other monies whatsoever stipulated in or payable together with all other debts



and liabilities of the Borrower to the Lenders under the Consortium Agreement and/or this Deed.

Mortgaged Property means, the properties over which the Mortgagors have created or agreed to create a Security Interest over the said Security vide this Deed, as the security for repayment of the said Facility.

Secured Debt shall mean the said Facility together with all Interest, liquidated damages, fees, costs, charges, expenses and other monies and all other amounts stipulated and payable to the Lenders by the Borrower.

"Security" means security created / to be created in favour of the Lenders:

a. By way of 1st Pari passu charge on the following rights and entitlements of the Borrower:

- i. Office No 16, Ground Floor, Raheja Centre Nariman Point Mumbai 400021 admeasuring 646 sq ft (Built up area)
- ii. Office No 901, 9th Floor with 2 no car parking space i.e. no P2010 & P2011, Lodha Supremus, Lower Parel, Mumbai – 400013 admeasuring 1555 sq ft carpet area
- iii. Office No 902, 9th Floor with 2 no car parking space i.e. no P2012 & P2013, Lodha Supremus, Lower Parel, Mumbai – 400013 admeasuring 782 sq ft carpet area

(hereinafter collectively referred to as the said **"First Mortgaged Property"**)

b. By way of 1st Pari passu in favour of the Lenders on all that right, interest and title on Unit No. 03A, 3rd Floor, with office area of 7792 sq ft and 12 parking space of 180 sq ft each in building named as Lodha Excelus situated at C.S. NO 63 & 64 of Lower Parel Division, N.M Joshi road, Apollo Mill compound, Mahalaxmi Mumbai - 11 standing in the name of Fortune Metals Trading Pvt Ltd

hereinafter referred to as the said **"Second Mortgaged Property"**);


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Security Interest shall mean the charge /interest created by the Mortgagors on the Mortgaged Property in favour of the Lead on behalf of all the Lenders of the PNB Consortium.

2. COVENANT TO PAY

The Borrower shall comply with the terms and conditions of the Consortium Agreement and shall repay the Mortgage Debt in accordance with the terms of the Consortium Agreement and this Deed.

3. GRANT AND TRANSFER

For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured, the Mortgagors doth hereby grant, assign, convey, assure and charge unto the Lenders their respective right, title and interest in the Mortgaged Property more particularly mentioned in the Second Schedule hereto, Provided always that upon full discharge of the Mortgage Debt, the Mortgagors shall, if so necessary by a duly registered document, at the cost of the Mortgagors/Borrower, be entitled for redemption of the Mortgage of the Mortgaged Property which the Mortgagee shall complete without delay or demur.

PROVIDED THAT the Mortgagors have not given possession of the Mortgaged Property to the Lenders and have also not agreed to give the possession of the Mortgaged Property to the Lenders.

4. SECURITY

4.1 Continuing Security

The security created by the Mortgagors pursuant to this Deed is a continuing security and shall remain in full force and effect until the Final

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PROVIDED THAT the Mortgagors have not given possession of the Mortgaged Property to the Lenders and have also not agreed to give the possession of the Mortgaged Property to the Lenders.

4. SECURITY

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The security created by the Mortgagors pursuant to this Deed is a continuing security and shall remain in full force and effect until the Final



Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Mortgage Debt in accordance with the Financing Documents and shall continue till the Final Settlement Date. This is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Lenders may now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced against the Mortgagors without first having recourse to any other rights of the Lenders.

4.2 Other Security

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

4.3 Cumulative Powers

The powers which by this Deed are conferred on the Lenders and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any financing document, and may be exercised as often as the Lenders or the receiver thinks appropriate in accordance with these presents; the Lenders or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower acknowledges that the respective powers of the Lenders and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Lenders or receiver as relevant.

4.4 Avoidance of Payments

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

5. PROVISION FOR REDEMPTION

On the Final Settlement Date, the Lenders shall, upon the written request and at the expense of the Borrower, reassign, and release unto the Mortgagors or as the Borrower shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lenders without recourse and without any representation or warranty of any kind by or on behalf of the Lenders such of the Mortgaged Property or only such part of the Mortgaged Property as constitute the security as have not therefore been sold or otherwise foreclosed, applied or released pursuant to this Deed. PROVIDED that such reassignment or release of the security created under this Deed shall not thereby affect or cause the reassignment or release of any property or assets secured under any other mortgage or charge.

6. DECLARATIONS AND WARRANTIES

- 6.1 The Borrower has made the representations and warranties set forth in the respective Financing Documents and those stated in the Consortium Agreement, which are incorporated herein by reference and made a part of this Deed as if such representations and warranties were set forth in full herein.
- 6.2 The Borrower acknowledges and accepts that the Lenders has agreed to enter into this Deed on the basis of, and in full reliance of the warranties made herein.



6.3 The Obligants further confirm and warrant that:

- 6.3.1 The Obligants are legally entitled and possessed of the necessary powers under law to execute, deliver and perform the terms and provisions of this Deed and have taken all necessary action to authorise the execution, delivery and performance by it of this Deed;
- 6.3.2 This Deed when executed and delivered will constitute its legal, valid and binding obligation on the Obligants;
- 6.3.3 Neither the execution and delivery by the Obligants of this Deed, nor the Borrower's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Obligants may be bound;
- 6.3.4 The Mortgagors do not have any outstanding lien or obligation to create liens with respect to the interests secured by this Deed and the other documents except as mentioned in these presents; and
- 6.3.5 The provisions of this Deed are effective to create in favour of the Lenders a legal, valid and binding security expressed to be created vide this Deed on the Mortgaged Property on which the Mortgagors purport to grant mortgage cum charge pursuant hereto, and all necessary approvals for creating the Security Interest on the Mortgaged Property have been obtained.

7. COVENANTS AND PERMITTED USE

- 7.1 The Borrower shall observe and perform each of the covenants set forth in the Consortium Agreement, which covenants are hereby incorporated herein by reference and made a part of this Deed if such covenants and other relevant provisions were set forth in full herein.


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7.2 In addition to the covenants set forth in Section 7.1, subject to the terms of Applicable Law, the Obligants doth hereby further covenant that: -

7.2.1 Enter possession etc.

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

7.2.2 Further assurances

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

7.2.3 Payment of all Taxes, rates, etc.



The Obligants shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Consortium Agreement or Financing Documents, duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Obligants/Mortgagors in respect of the Mortgaged Property or any part thereof or the carrying out by the Borrower or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Property from becoming charged with the payment of any such imposts, duties and taxes payable by the Obligants/Mortgagors and shall punctually discharge all claims and pay, except as expressly otherwise permitted by the financing documents, all the taxes, duties and imposts which by the Applicable Law are lawfully payable by the Obligants/Mortgagors and would affect the security created hereunder.

7.2.4 Maintenance of assets

The Obligants shall at all times and at its own cost and expense keep and maintain the Mortgaged Property in good and substantial repair and in good working condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Lenders of any notice of defect or warrant of repair given pursuant to Section below, repair and make good the same to the satisfaction of the Lenders.

7.2.5 Inspection, repairs, etc.

The Obligants shall permit the Lenders and its representatives, servants and agents either alone or with workmen and others, upon prior notice of three (3) days, from time to time and at all times to enter into and upon the Mortgaged Property and any future assets to inspect the same and if there shall be any want of repair thereof or if the Lenders in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Property, then the Lenders shall give notice thereof to the Borrower calling upon the Borrower to repair or replace the same. Upon the Borrower's failure to do so, it shall be lawful for but not

Archanand [Signature]

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obligatory upon the Lenders to repair or replace the same or any part hereof at the expense of the Borrower.

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

8. SPECIFICATIONS

Without limiting the generality of the assurances and covenants hereinabove, the Obligants shall promptly upon receiving a request from the Lenders -:

- (a) execute such documents as may be necessary or, in the opinion of the Lenders expedient to transfer by way of English mortgage, the Mortgaged Property to the Lenders and/or to enable the Lenders to be registered as the holder, owner or otherwise obtain legal title to any of the Mortgaged Property, in each case in accordance with these presents; and
- (b) otherwise execute all transfers, conveyance, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Lenders may, by normal practice or by Applicable Law require, in relation to the Mortgaged Property or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

9. ADDITIONAL COVENANTS

The Obligants shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Borrower as are already contained in the Consortium Agreement hitherto-fore entered into with the Lenders viz.:

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- 9.1 Ensure that the Mortgaged Property mortgaged and charged hereunder continue to remain the absolute property of the Mortgagors and shall be at the disposal of the Lenders.
- 9.2 Ensure that all the Mortgaged Property is duly and effectively insured jointly in the name of the Obligants as well as the Lenders as the "Co-insured" in the manner and to the extent required under the Consortium Agreement and other financing documents and all renewals thereof and that the conditions and stipulations provided for in the Consortium Agreement and financing documents in that behalf are duly and effectually observed and performed by the Borrower.

10. UNDERTAKINGS

The Obligants undertake and agree with the Lenders that, throughout the continuance of this Deed and so long as the Mortgage Debt or any part thereof remains owing and till the Final Settlement Date, the Borrower shall, unless the Lenders otherwise agrees:

- 10.1 except as expressly otherwise permitted by the Financing Documents punctually pay all rents, rates, taxes, duties, premia and outgoings in connection with any part of Mortgaged Property so as to keep the same free from any other Security Interest, other than the Security Interest created hereunder and under the security documents and permitted security interests; and
- 10.2 if any penalty or legal costs or any other charges are paid for the stamping and registration of this Deed or any supplement or addition thereto or any other additional security documents by the Lenders then such amounts, within twenty (20) business days of receipt of notice in respect thereof and if the reimbursement is not made within such time, pay to the Lenders, the amount thereof with interest at the further interest rate, from the end of the notice period until the date of reimbursement by the Borrower; and

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- 10.3 to deliver to the Lenders certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Deed.
- 10.4 To deliver to the Mortgagee/Lenders all original deeds and documents of the Mortgaged Property as a further assurance to effectuate the mortgage of the Mortgaged Property.

11. ENFORCEMENT

- 11.1 The security created hereunder in favour of the Lenders shall become enforceable by the Lenders upon the occurrence and continuance of an Event of Default including the right to initiate proceedings against the Obligants in accordance with the provisions of SARFAESI Act.

11.2 General Enforcement Powers

If any one or more of the Events of Default occur(s) and continue(s), the Lenders may, without prejudice to any other rights and remedies it may have and without prior notice to the Borrower/Obligants, in accordance with the provisions of this Deed:

- 11.2.1 declare by notice to the Borrower that all or part of the Mortgage Debt to be immediately due and payable, whereupon they shall become so due and payable;
- 11.2.2 sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Property or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Lenders may consider fit;
- 11.2.3 exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;
- 11.2.4 appoint by writing any person or persons to be a receiver of all or any part of the Mortgaged Property, from time to time determine the

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remuneration of the receiver and remove the receiver (except where an order of the courts is required thereof) and appoint another in place of any receiver, whether such receiver is removed by the Lenders or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

11.2.5 take all such other action permitted under this Deed or under the Applicable Law.

12. EXPENSES

All expenses incurred by the Lenders after occurrence and during the continuation of an Event of Default in connection with preservation or protection of the Mortgaged Property, the protection of the interests of the Lenders, enforcement of Mortgaged Property and collection of amounts due to the Lenders shall be payable by the Borrower within twenty (20) business days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within twenty (20) business days from the date of receipt of notice of demand, the Borrower shall also pay on the defaulted amounts, interest at the further interest rate from the expiry of twenty (20) business days from the date of receipt of notice of demand till reimbursement.

13. SALE WITHOUT INTERVENTION OF COURT

It is hereby agreed and declared as follows:

13.1 Subject to Section below, following the happening and continuance of an Event of Default it shall be lawful for the Lenders at any time without any further consent of the Obligants/Borrower, to enter into the Mortgaged Property and to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring the Mortgaged Property and any future assets comprised under the present security or any part thereof either by public auction or private contract and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Lenders may deem proper, with





power to buy or obtain assignment of the Mortgaged Property at any sale and to resell or reassign the Mortgaged Property at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Property without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Property without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882;

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

13.2.1 default shall have been made by the Borrower in payment of any said Facility or part thereof for the time being owing to the Lenders for the space of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower; or

13.2.2 interest on the Mortgage Debt amounting at least to Rs. 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due or if the dues have become an NPA as per the NPA Norms prescribed by RBI or such other Statutory Authority;

13.2.3 No purchaser or other person dealing with the Lenders and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events as mentioned herein has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the


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stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

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

14. TRANSFER OF PROPERTY ACT

14.1 Section 67A

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

14.2 Continued Possession

It shall be lawful for the Mortgagors to retain possession of and the Mortgagors may use the Mortgaged Property in accordance with the Documents (including any disposal expressly permitted and subject to the terms of the Financing Documents) until the Lenders shall be entitled to



take possession thereof under these presents and shall take possession thereof accordingly.

14.3 **Section 65A of the Transfer of Property Act, 1882**

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

15. APPOINTMENT OF RECEIVER

15.1 Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Lenders may at any time after the security hereby constituted shall have become enforceable may appoint a receiver of the Mortgaged Property or any part thereof one or more persons, entities or any authorised officer or officers of such person and may remove any receiver so appointed and appoint another in his stead.

15.2 Status, Powers and Remuneration of Receiver: -

15.2.1 Appointment of any receiver may be made either before or after the Lenders shall have entered into or taken possession of the Mortgaged Property;



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

- 15.2.2.1 to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings and enforce any order or judgment in the name of the Obligants or otherwise as the receiver shall consider fit;
- 15.2.2.2 to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Property in such manner and generally on such terms and conditions as the Lenders or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Obligants or otherwise;
- 15.2.2.3 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Property and maintain, renew, take out or increase insurances in the interest of the Lenders for maintaining the value of the Mortgaged Property, in every such case as the Lenders or the receiver shall consider fit;
- 15.2.2.4 to obtain all approvals and any other consents or licences necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Lenders or receiver shall consider fit;
- 15.2.2.5 to redeem any encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Obligants and the money

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so paid shall be deemed to be an expense properly incurred by the receiver;

- 15.2.2.6 to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Obligants or relating in any way to the Mortgaged Property or any part thereof;
- 15.2.2.7 to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property or any part thereof as the receiver shall consider fit;
- 15.2.2.8 to sell, lease or otherwise dispose of all or any part of Mortgaged Property;
- 15.2.2.9 to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Property against loss or damage by such risks and contingencies in such manner and in all respects as set out by the Lenders, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- 15.2.2.10 to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Lenders or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Property;
- 15.2.2.11 to exercise all such other power and authority as the Lenders shall consider fit to confer and so that the Lenders may in relation to such part of the Mortgaged Property as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

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- 15.2.2.12 in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Borrower shall forthwith on demand repay to the receiver all sums so expended together with interest thereon.
- 15.2.3 Unless otherwise directed by the Lenders such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law;
- 15.2.4 Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Lenders;
- 15.2.5 Subject to the provisions of section 69A of the Transfer of Property Act, 1882, the Lenders may fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Property;
- 15.2.6 The Lenders from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Lenders shall not be bound in any case to require any such security;
- 15.2.7 The Lenders shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Borrower shall or shall not be in liquidation;
- 15.2.8 All the powers, provisions and trusts contained in section 69A of the Transfer of Property Act, 1882, shall apply to the receiver appointed under this Section;
- 15.2.9 Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Obligants and the Obligants shall

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be solely responsible for such receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration; and

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

16. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of Section hereof, the Obligants do hereby expressly agree with the Lenders that neither the Lenders nor any receiver appointed as aforesaid shall, by reason of the Lenders or such receiver entering into or taking possession of the Mortgaged Property or any part thereof, be liable to the Obligants to account as a mortgagee-in-possession.

17. PROTECTION OF LENDERS AND RECEIVER: LIMITATION OF LIABILITY

Neither the Lenders nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Lenders. However this limitation on liability shall not be applicable in case of breach of trust, gross negligence, wilful fraud or wilful misconduct of the Lenders / any receiver.

18. COSTS AND EXPENSES

- 18.1 The Borrower shall, upon notice from the Lenders pay or reimburse to the Lenders all fees for services performed by the Lenders, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Lenders or its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of

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the Lenders or exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other financing documents contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title and further covenants and agrees to indemnify the Lenders against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any of them in respect of any matter or thing done or omitted to be done in relation to the Mortgaged Property.

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

19. STAMP DUTY AND REIMBURSEMENT OF EXPENSES

19.1 Stamp Duty and Other Fees on Execution, Registration, etc.

The Borrower shall, except as expressly otherwise permitted by the Financing Documents, pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to any of the Financing Documents or according to the Applicable Law for the time being or at any time in force in the State in which its properties are situated. If the Borrower fails to pay, except as expressly otherwise permitted by the Financing Documents, the stamp duty, other duties, Taxes, fees,

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penalties or other charges payable hereinabove, the Lenders may pay such amounts, on behalf of the Borrower.

19.2 Reimbursement Obligations

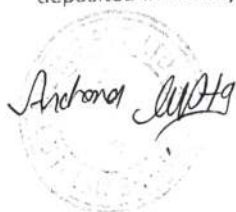
All costs, expenses, charges and fees paid or incurred by the Lenders as provided in these presents, shall be for the account of the Borrower and the Borrower undertakes promptly on demand to pay the same or, as the case may be to reimburse the Lenders or its authorised agents, representatives, successors and assignees for any such monies paid by the Lenders or any of them within twenty (20) Business Days of receipt of notice from the Lenders or its authorised agents, representatives, successors and assignees in respect thereof and if not paid / reimbursed by the Borrower within such time period with interest thereon at the Further Interest Rate from the end of the twenty (20) Business Days notice period until the date such amounts are reimbursed / paid by the Borrower.

20. INDEMNITY

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

21. APPLICATION OF MONIES

All monies received by the Lenders or any receiver appointed under these presents or in accordance with the provisions of the Consortium Agreement whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in Facility accounts of the Borrower.



22. WAIVER

No implied waiver or impairment

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

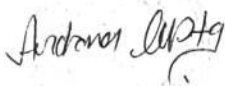
23. MISCELLANEOUS

23.1 Discharges and Releases

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

23.2 Amendment

All amendments or supplements to the terms of this Deed shall be made only in writing.



22. WAIVER

No implied waiver or impairment

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

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

23.2 Amendment

All amendments or supplements to the terms of this Deed shall be made only in writing.



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

23.3.1 shall not prejudice any other rights or remedies to which the Lenders may, independently of this Deed, be entitled; and

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

23.4 Limitation on Rights of Others

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

24. NOTICES

The address for service of the notices to the parties hereto shall be the same as is mentioned hereinabove or such other address and contact number as is designated by any party by not less than 5 (five) business days written notice to the other party.

25. SEVERABILITY

If a provision of this Deed is, or but for this Clause 25. Severability (*Severability*) would be, held to be illegal, invalid or unenforceable, in whole or in part, in any jurisdiction the provision shall be ineffective to the extent of such illegality, invalidity or unenforceability without rendering the remaining provisions of this Deed illegal, invalid or unenforceable, and any such illegality, invalidity or unenforceability in any



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jurisdiction shall not invalidate or render invalid or unenforceable such provisions in any other jurisdiction.

If a provision of this Deed is held to be illegal, invalid or unenforceable, in whole or in part and the provisions of Clause above cannot be used to make legal, valid and enforceable such provision, the Borrower/Mortgagors may or the Lenders may require the Borrower/Mortgagors to enter into a deed under which the Borrower/Mortgagors undertake in the terms of the original provision, but subject to such amendments as are necessary or required in order to make the provision legal, valid and enforceable. The Borrower/Mortgagors shall not be obliged to enter into a deed that would increase its liability beyond that contained in this Deed had all its provisions been legal, valid and enforceable.

26. AMENDMENTS

Any amendment or supplement to or waivers of the terms of this Deed shall be valid only if made in writing and signed by the Parties hereto.

27. GOVERNING LAW AND JURISDICTION

This Deed and the rights and obligations of the Parties under this Deed and any disputes arising out of or in connection with it, will be governed by, and construed in accordance with Indian law. The Borrower and the Lenders agree that any legal action or proceedings arising out of this Agreement may be brought in Mumbai and irrevocably submit themselves to the jurisdiction of the Courts or tribunals at Mumbai.

28. PLACE OF PAYMENT

All payments under this deed shall be made at the place or places specified in the Consortium Agreement.

29. STAMP DUTY

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The Borrower/Mortgagors shall be liable to pay and bear the stamp duty, registration charges and all other expenses incidental thereto. The Mortgagors/Borrower shall also indemnify and keep indemnified the Lenders against cost, loss or expenses which may be paid or borne by the Lenders on account of failure or neglect of the Borrower/Mortgagors in giving correct and completion information to the Lenders in respect of the Mortgaged Property or in payment, performance or observance of any of the covenants appearing herein. The Mortgagors shall also be bound for payment, performance and observance of all other covenants of the Mortgagors. Stamp duty of the maximum amount of Rs. 10,00,000/- computed @ 0.5% of the amount secured as per the provisions of Article 40 (b) of Schedule I of Bombay Stamp Act, a sum of Rs. 500/- as per Article 35 of the said Schedule and a sum of Rs. 100/- as per residual clause (B) of Article 5 of the said Schedule aggregating Rs. 10,00,600/- has been paid on this Deed.

30. Disclosure

30.1 The Obligants hereby agree, confirm and undertakes that the Lenders/Mortgagee shall, as may deem appropriate and necessary, be entitled to disclose all or any:

- (a) information and data relating to the Obligants;
- (b) information or data relating to the said Facility or any other credit facility availed / to be availed by the Borrower from the Lenders;
- (c) obligations assumed / to be assumed by the Borrower/Obligants in relation to the Facility;
- (d) default, if any, committed by the Borrower 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").

30.2 CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Lenders in the manner as



deemed fit by the Lenders.

30.3 CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

30.4 The information and data furnished by the Obligants to the Lenders from time to time shall be true and correct.

30.5 The Mortgagee/Lenders may disclose to any actual or potential assignee or Transferee or to any person who may otherwise enter into contractual relations with the Lenders in relation to this Deed such information about the Borrower or this Deed as the Lenders shall consider appropriate.

FIRST SCHEDULE

Details of the said Facility

Sr No	Name of the Lender	Fund Based	Non Fund Based	Total	Details of the Sanction Letters
1.	PNB	8.50	14.67	23.17	PNB/F.rd/TIPL/Sanction/2015/01 dated 17.12.15 & PNB/F.rd/TIPL/Sanction/2016/01 dated 20.09.2016
2.	UBI	10.00	15.00	25.00	UBI/Gor(E)/ADV/2016 dated 03.02.2016
3.	OBC	6.00	7.00	13.00	CN/1143loans/2015-16 dated 14.03.2016
	Total	24.50	36.67	61.17	

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SECOND SCHEDULE

Details of the Mortgaged Property

PART A

First Mortgaged Property

- i. Office No 16, Ground Floor, Raheja Centre Nariman Point
Mumbai 400021 admeasuring 646 sq ft (Built up area)
- ii. Office No 901, 9th Floor with 2 no car parking space i.e. no
P2010 & P2011, Lodha Supremus, Lower Parel, Mumbai –
400013 admeasuring 1555 sq ft carpet area
- iii. Office No 902, 9th Floor with 2 no car parking space i.e. no
P2012 & P2013, Lodha Supremus, Lower Parel, Mumbai –
400013 admeasuring 782 sq ft carpet area

PART B

Second Mortgaged Property

All that right, interest and title on Unit No. 03A, 3rd Floor, with office area of 7792 sq ft and 12 parking space of 180 sq ft each in building named as Lodha Excelus situated at C.S. NO 63 & 64 of Lower Parel Division, N.M Joshi road, Apollo Mill compound, Mahalaxmi Mumbai - 11 standing in the name of Fortune Metals Trading Pvt Ltd

