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Mohit. Gupta

2579 / 25-5-2022

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર	૨૦૨૨૧૫૫૦૦૦૦૪૮૦૭	દસ્તાવેજ નંબર	૨૫૭૯	દસ્તાવેજ વર્ષ	૨૦૨૨
તારીખ	૨૫	માહે	મે	સને	૨૦૨૨

દસ્તાવેજનો પ્રકાર: મોર્ગેજ

અવેજ ૧૦૪૦૦૮૦૦૦૦
૦.૦૦

રજુ કરનારનું નામ M/S NKG INFRASTRUCTURE LIMITED through its Authorised Signatory Mohit Prem Prakash Gupta

નીચે પ્રમાણે ફી પહોંચી

	રૂ. પૈસા
રજીસ્ટ્રેશન ફી	૩૦૦૦૦.૦૦
નકલ કરવા ની ફી સાઈડ / ફોલીયો	૨૮૦૦.૦૦
શેરોના નકલ કરવા માટે ફી	
ટપાલ ખર્ચ	૫૦૦.૦૦
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)	૨૭૦૦.૦૦
શોધ અગર તપાસણી	
દંડ કલમ-૨૫	
કલમ-૩૪ (કલમ-૫૭)	
નકલ ફી ફોલીયો	
ઈન્ડેક્ષ-૨ ફી	
કુલ એકંદરે રૂ.	૩૬૦૦૦.૦૦

THE SEAL OF THE SUB REGISTRAR
ગુજરાત રાજ્ય ના સબ રજીસ્ટ્રારની (સિક્કો)
सत्यमेव जयते
BAVLA

અસલ દસ્તાવેજ પરત કર્યા
તા. 26/05/2022

અંકે રૂપીયા છત્રીસ હજાર પુરા

દસ્તાવેજ ---------- ના દિવસે તૈયાર થશે અને તે રજીસ્ટર ટપાલથી મોકલવામાં ---------------- આવશે.
કચેરીમાં આપવામાં

નકલ

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

243 Gali No 5 Sewa Nagar Ghaziabad UP 201003Office Adress 204 Kailash Building 26 KG Marg New Delhi 110001

અગર ____________ ને આપશો

રજુ કરનારની સહી

CHAUDHARI HARDIK KUMAR PRATAPBHAI
સબ રજીસ્ટ્રાર
બાવળા

અંકે રૂ. : 36000.00
20220524961588689

સબ રજીસ્ટ્રાર, બાવળા

IGR-NIC(G) 7453653401286890009 (W) ૦૫/૨૫/૨૦૨૨ 13:33:50

e- Challan

Login ID PDEN	2022155003883	BARCODE	Printed On 24/05/2022 15:51:42

Department	Superintendent of Stamps And Inspector General Of Registration	**Payer Details**	
Property Details	Sr.no.252, 52609 sq. MTR mouje Kerala taluka bavla	**TAX ID (If Any)**	
		PAN No. (If Applicable)	NA
		Full Name	NKG INFRASTRUCTURE LIMITED
Office Name	S.R.O - BAVALA	**Address**	204, KAILASH BUILDING, 26, K G MARG, NEW DELHI 110001
Location	AHMEDABAD		
Year	2022-2023 One time		

Transaction No	Account Head Details		Amount (RS.)	Bank CIN	Date	Bank-Branch
20220524961588689	Registration Fee (0030-03-104-00)	36000.00	36000.00	57000013551003024052271385	24/05/2022	SBIEPAY
		Total Amount :-	**36000.00**			
		Total Amount In Words :-	**Rupees Thirty Six Thousand Only**			
Remarks (If Any)						

SBICAP TRUSTEE COMPANY LIMITED

THE SEAL OF THE SUB REGISTRAR BAVLA

NKG INFRASTRUCTURE LTD. NEW DELHI

AASHIANA ROLLING MILLS LIMITED

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SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.
(2) The Registration fee paid by E-challan is valid up to 4 month from the date of execution of the instrument, u/s.23 of the Registration Act-1908.

Disclaimer: This is a digitally system generated e-Challan, Which does not require signature.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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Certificate No.	:	IN-GJ63929719883623U
Certificate Issued Date	:	24-May-2022 06:42 PM
Account Reference	:	IMPACC (FI)/ gjelimp10/ GHEEKANTA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJELIMP10592356334339 33U
Purchased by	:	NKG INFRASTRUCTURE LIMITED
Description of Document	:	Article 36(b) Mortgage Deed - Without Possession
Property Description	:	SRV-252 MOUJE-KERALA TA-BAVLA AND PLOT NO-65/P,66 AND 69 SRV-152/1 MOUJE-CHARANKA TA-SANTALPUR
Consideration Price (Rs.)	:	1,040,08,00,000 (One Thousand Forty Crore Eight Lakh only)
First Party	:	NKG INFRASTRUCTURE LIMITED
Second Party	:	SBICAP TRUSTEE COMPANY LIMITED
Stamp Duty Paid By	:	NKG INFRASTRUCTURE LIMITED
Stamp Duty Amount(Rs.)	:	67,20,000 (Sixty Seven Lakh Twenty Thousand only)

THE SEAL OF THE SUB REGISTRAR BAVLA

NKG INFRASTRUCTURE LTD. NEW DELHI

SBICAP TRUSTEE COMPANY

AASHIANA ROLLING MILLS LIMITED

ELPL

KC 0024055839

VOID VOID

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

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INDENTURE OF MORTGAGE

This e-stamp paper forms an integral part of the Indenture of Mortgage executed by NKG Infrastructure Limited and Aashiana Rolling Mills Limited in favour of the Security Trustee acting for the benefit of the Lenders.

NKG Infrastructure Limited	Aashiana Rolling Mills Limited	SBICAP Trustee Company Limited

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INDENTURE OF MORTGAGE

This **INDENTURE OF MORTGAGE** (**"Deed"**) is executed at 25th on this Mayday of MAY Two Thousand Twenty Two

BY:

M/s NKG INFRASTRUCTURE LIMITED, a company registered under the Companies Act, 1956 with Corporate Identification Number (**"CIN"**) U74899DL1989PLC038371 and having its Registered Office at 204, Kailash Building, 26, K. G. Marg, New Delhi-110001 (hereinafter referred to as the **"Borrower"** or **"Mortgagor"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);

AND

AASHIANA ROLLING MILLS LIMITED, a company registered under the Companies Act, 1956 with Corporate Identification Number (**"CIN"**) U67120GJ1995PLC109367 and having its registered office at 120/1/2, Mangal Murti Complex, Near Shiv Cinema, Ashram Road, Ahmedabad Gujarat 380009 (hereinafter referred to as **"Third Party Mortgagor"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns),

IN FAVOUR OF

SBICAP TRUSTEE COMPANY LIMITED, a company registered under the Companies Act, 1956 (1 of 1956), having its Registered Office at 202, Maker Tower 'E', Cuffe Parade, Mumbai-400005, its corporate office at Mistry Bhavan, 04th Floor, 122, DinshawWachha Road, Churchgate, Mumbai – 400 020 and a Branch Office, *inter alia*, at 610, 6th Floor, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001(hereinafter referred to as **"STCL"** or **"Security Trustee"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors, substitutes and assigns),

THE SECURITY TRUSTEE ACTING FOR THE BENEFIT OF THE LENDERS, NAMELY

STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400021 and having one of its Local Head Offices at 11,.Parliament Street, New Delhi – 110001 and a Branch Office, amongst other places, at Industrial Finance Branch, 14th Floor, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110001, (hereinafter called **"SBI"** or **"Lead Bank"**, as the context may admit);

AND

AXIS BANK LIMITED, a company registered under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its Registered Office at Trishul, Third Floor, Opp. Samartheswar Temple, Law Garden, Ellisbridge, Ahmedabad-

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380006 and its Corporate Office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai-400025 and a Branch Office, amongst other places at Corporate Banking Branch , Plot No 25, 3rd Floor Pusa Road, Karol Bagh, New Delhi- 110005(hereinafter referred to as "**Axis Bank**");

AND

ICICI BANK LIMITED, a company registered under the Companies Act, 1956 and a banking company within the meaning of the Section 5 (c) of the Banking Regulation Act, 1949, having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat - 390 007 and its Corporate Office at ICICI Bank Tower, 6th Floor, North Tower, Bandra Kurla Complex, Mumbai–400051 and a Branch Office, amongst other places, at ICICI Bank Tower, NBCC Place, Bhisma Pitamah Marg, Pragati Vihar, New Delhi-110003 (hereinafter referred to as "**ICICI Bank**");

AND

UNION BANK OF INDIA (e-CORPORATION BANK), a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Central Office at 239, VidhanBhawan Marg, Nariman Point, Mumbai-400021and a Branch Office, amongst other places at M-41, Connaught Circus, New Delhi-110001, (referred to as "**Union Bank of India**");

AND

CENTRAL BANK OF INDIA, a body corporate registered under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Chandermukhi, Nariman Point, Mumbai 400 021 and a Branch Office, amongst other places at Corporate Finance Branch, Jeevan Tara Building, 5 -Parliament Street, New Delhi 110001, (hereinafter referred to as "CBoI").

AND

CANARA BANK, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at 112, J C Road, Bangalore-560002, India and having a Branch office amongst other places at Large Corporate Branch, C-34, 1st Floor, DDA Shopping Complex, Defence Colony, New Delhi-110024, (referred to as "**CB** " or "**Lender**")

Mortgagor and Third PartyMortgagor are hereinafter collectively referred to as "**Mortgagors**".

SBI, ICICI Bank, AXIS Bank, Union Bank of India, CBoI and CB are hereinafter collectively referred to as "**Banks**" or "**Lenders**" or "**SBI Consortium**" and individually as "**Lender**" or "**Bank**" which expression shall include any one or more of them or their respective successors, transferees, novatees and assigns.

By consent of all the parties, SBI is designated and recognized as the Lead Bank of the SBI 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

[signature]	[signature]	[signature]
NKG Infrastructure Limited	Aashiana Rolling Mills Limited	SBICAP Trustee Company Limited

AASHIANA ROLLING MILLS LIMITED

SBICAP TRUSTEE COMPANY LIMITED

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currency of this Deed, then the reconstituted consortium will be governed by the provisions of this Deed as if they have been added or dropped herein as the case may be and the term "**Banks**", "**Lenders**" or "**SBI Consortium**" shall mean and shall be deemed to include the reconstituted consortium as well.

WHEREAS:

A. The Borrower is involved in the construction of infrastructure projects which include construction of roads, bridges, electrification networks (including erection of power substations), institutional and residential buildings and potable and drainage lines. The Borrower has also set up and is operating a 10 MW Solar Photovoltaic Power Plant at MoujeCharanka, Taluka Santalpur, District Patan in the State of Gujarat (*hereinafter referred to as the* "**Project**");

B. For setting up theProject, the Borrower availed credit facilities by way of External Commercial Borrowing ("**ECB**") of Euro 9.9 million, Rupee Term Loan ("**RTL**") of Rs. 397.0 million and Hedging/Derivative limit of Rs. 320.7 million (hereinafter collectively referred to as the "**Term Loans**") from ICICI for the purpose and on the terms and conditions as set out in the various facility agreements/ISDA agreement executed by and between the Borrower and ICICI pursuant to the credit arrangement letters issued by ICICI to the Borrower for the said Term Loans;

C. To avail the Term Loans from ICICI, the Borrower had, by an Indenture of Mortgage dated 20th March 2012registered with Sub Registrar of Assurances, Santalpur under serial no. 220 in Book No. 1, mortgaged and charged in favour of ICICI, inter alia, the Mortgaged Premises 1 (*as defined hereinafter*) as security, on first and exclusive charge basis, for the said Term Loans;

D. The Borrower at present is enjoying working capital limits in the aggregate not exceeding Rs. 970.08 crores (Rupees Nine Hundred Seventy crores and Eight lakhs only) from the Lenders (hereinafter referred to as the "**Existing Facility**") for the purpose of meeting the working capital requirement for its operations (including operations of the Project)on the terms and conditions as set out in working capital consortium agreement dated 27th August, 2013 executed by and between the Borrower and the Lenders (for working capital limits aggregating Rs. 1130.00 crores) read with subsequent renewal letters issued by individual Lenders to the Borrower for renewing / reducing their respective limits thereby reducing the aggregate limits from Rs. 1130.00 crores to Rs. 970.08 crores. The working capital consortium agreement dated 27th August, 2013 read with the subsequent revival/renewal letters of the Lenders reducing / renewing their respective limits as mentioned hereinabove are collectively referred to as the "**Existing Facility Agreement**";

E. As required in terms of the Existing Facility Agreement, the Third Party Mortgagor, by Memorandum relating to deposit of Title Deeds dated the 2nd July, 2012 duly registered with SRO Bavla on the 3rd July 2012 vide document number 1956/2012 Book No. 1 after payment of stamp duty of Rs. 16,80,000/- and registration fee of Rs. 20,000/- as per then applicable rates and by Supplemental Memorandum relating to deposit of Title Deeds

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dated the 10th September 2013 duly registered on the 11th September 2013 with SRO Bavla vide document number 2795/2013 Book No. 1 after payment of stamp duty of Rs. 11,20,000/- and registration fee of Rs. 5000/- as per then applicable rates had created first pari passu charge by way of mortgage by deposit of title deeds over the Mortgaged Premises 2 (*as defined hereinafter*) in favour of the State Bank of India, the Lead Bank, the Lead Bank acting for itself and as agent of the Lenders to secure the Existing Facility;

F. The credit facilities sanctioned by the Lenders have now been renewed based on re-assessment of working capital requirements of the Borrower for its operations (including operations of the Project) and the Lenders, at the request of the Borrower, have agreed to provide to the Borrower the revised credit facilities up to amounts not exceeding in the aggregate a sum of Rs. 1040.08 crores (Rupees One Thousand and Forty Crores and Eight Lakhs only) as detailed in **Schedule I**hereto (**"Facilities"** or **"Facility"**) for the purpose and on the terms and conditions as set out in the respective renewal / sanction letters issued by each of the Lenders to the Borrower;

G. The Lenders and the Borrower, for the purpose of regulating the custody of securities to be created by the Borrower pursuant to this Agreement, have appointed SBICAP Trustee Company Limited (**"Security Trustee"**) as the Security Trustee by the Supplemental and Amendatory Security Trustee Agreement dated 12th May, 2022 and conferred authority and certain powers on the Security Trustee on the terms and conditions as set forth therein;

H. The Borrower, Lenders and the Security Trustee have entered into a Second Supplemental and Amendatory Working Capital Consortium Agreement dated 12th May, 2022 (**"Facility Agreement"**) to give effect to the Facilities sanctioned by the Lenders and the terms thereof;

I. One of the conditions of the Facility Agreement is that the Facility 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 Borrower under the Facility Agreement and/or the other Transaction Documents shall, inter alia, be secured, inter alia, by a first pari passu mortgage/charge of the Mortgaged Premises 2 by the Third Party Mortgagor in favour of the Security Trustee acting for the benefit of the Lenders;

J. Further, the Borrower has since repaid the said Term Loans availed by it from ICICI and pursuant thereto ICICI has issued No Dues Certificate(s) by its letter No. LCG193491208635 dated 22nd October 2019 for ECB of Euro 9.9 million, letter No. LCG193491208636 dated 22nd October 2019 for RTL of Rs. 397.0 million and letter No. LCG193491208637 dated 22nd October 2019 for Hedging/Derivative limit of Rs. 320.7 million and has also agreed to release the Mortgaged Premises 1 provided as security for the Term Loans but only after the Borrower creates, *inter alia*, first pari passu charge on the Mortgaged Premises 1 in favour of the Security Trustee acting for the benefit of the Lenders to secure the Facility;

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K. The Borrower (or Mortgagor) and the Third Party Mortgagors have agreed to secure the Facility 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 Borrower under the Facility Agreement, *inter alia*, by a mortgage/charge on the Mortgaged Premises 1and the Mortgaged Premises 2 respectively, ranking *pari passu* amongst the Lenders;

L. To facilitate the creation of the mortgage/charge of the Mortgaged Premises 1 in favour of the Security Trustee, ICICI has, by the Deed of Reconveyance executed at Santalpur (District Patan), Gujarat on the 23rd day of May, 2022, released unto and in favour of the Borrower all its rights and interest over the Mortgaged Premises 1, in respect of / from the mortgage created to secure the Term Loans;

M. The Borrower has taken permission from the Gujarat Power Corporation Limited ("**GPCL**" or "**Lessor**") to mortgage the Mortgaged Premises 1 in favour of the Security Trustee, for the benefit of the Lenders and have complied with the terms and conditions mentioned therein;

N. Accordingly, as Security Trusteeacting for the benefit of the Lenders,,STCL has called upon the Mortgagors to execute these presents which the Mortgagors have agreed to do in the manner hereinafter expressed.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT:

ARTICLE-I

1 Definitions, Principles of Interpretation and Construction and Declaration of Trust.

1.1 Definitions

Unless otherwise defined herein, capitalised terms in this Deed (including as used in the recitals) shall have the meanings given to them in the Facility Agreement as amended from time to time:

"**Deed**" shall mean this Indenture of Mortgage dated _______.

"**Maximum Lending Rate**" shall have the meaning ascribed to it in Clause 11(a).

"**Mortgage Debt**" shall mean the principal amounts of the Facility as detailed in Schedule I, together with all interest, commission, costs, charges, expenses and other monies including fee, remuneration and reimbursable expenses to the various agents of the Lenders, payable to the Lenders under this Deed and/or other Financing Documents.

"**Mortgaged Premises**"shall mean collectively the Mortgaged Premises 1 and Mortgaged Premises 2, as more particularly described in Schedule II hereto.

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"**Mortgaged Premises 1**" shall have the meaning ascribed to the term in Clause 3.1 (a) hereof andas more particularly detailed in Schedule II hereto.

"**Mortgaged Premises 2**" shall have the meaning ascribed to the term in Clause 3.1 (b) hereof and as more particularly detailed in Schedule II hereto.

"**Mortgagors**" shall mean collectively NKG Infrastructure Limited (the Borrower or Mortgagor) and Aashiana Rolling Mills Limited (the Third Party Mortgagor).

"**Rupees**" and the sign of "**Rs.**" shall mean the lawful currency of India.

"**Secured Parties**"shall mean Security Trustee acting for the benefit of the Lenders and the Lendersin terms of Facility Agreement as amended or supplemented from time to time also listed in Schedule I hereto.

"**Secured Obligations**" means the Borrower's payment obligations to the Secured Parties.

"**Security Documents**" meanseach of the following documents executed to complete the creation of security in terms of the Facility Agreement:

(a) this Mortgage Deed;
(b) Memorandum of Entries;
(c) the Deed of Pledge;
(d) Supplemental and Amendatory Deed of Hypothecation;
(e) Corporate Guarantee(s);
(f) Personal Guarantee(s);

1.2 **Principles of Interpretation and Construction**

In this Deed unless the context otherwise requires:

(i) reference to an Account includes a reference to any sub-account of that Account;

(ii) unless the context otherwise requires, the singular includes the plural and vice-versa;

(iii) headings and the use of bold typeface shall be ignored in its construction;

(iv) a reference to a Clause, Section or Schedule is, unless indicated to the contrary, a reference to a clause, section or schedule to this Deed;

(v) references to this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(vi) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any

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preceding words or matters specifically referred to;

(vii) references to the word "includes" or "including" are to be construed without limitation;

(viii) references to a person shall include any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and wherever the context so admits and requires such person's successors and permitted assignees or transferees;

(ix) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

(x) the words "herein", "hereto" and "hereunder" refer to this Deed as a whole and not to the particular Clause in which such word may be used;

(xi) words importing a particular gender include all genders;

(xii) any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;

(xiii) references to "Party" means a party to this Deed and references to "Parties" shall be construed accordingly; references to any law shall include references to such law as it may, after the date of this Deed, from time to time be amended, supplemented or re-enacted; and

(xiv) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Deed in accordance with such meanings.

1.3 Benefit of this Deed

The Secured Parties shall hold the benefit of this Deed, including the covenants and mortgages given by the Mortgagors pursuant hereto, for the due payment and discharge of the Mortgage Debt and the discharge of all the obligations of the Borrower under the Financing Documents.

2. Covenant to pay

Pursuant to the Facility Agreement and in consideration of the Secured Parties having already advanced/agreeing to lend and advance the Facility under the Facility Agreement, the Borrower covenants and agrees with the Secured Parties that the Borrower shall comply with the terms and conditions of the Facility Agreement as amended or supplemented from time to time, and shall irrevocably and unconditionally discharge and repay the Mortgage Debt in accordance with the Facility Agreement as amended or supplemented from time to time, this Deed and the other Financing Documents.

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AASHIANA ROLLING MILLS LIMITED *

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2A. Payment of fees

The Borrower shall pay the respective fees payable in accordance with the relevant Financing Documents.

3. Grant and Transfer

3.1 In pursuance of the Facility Agreement and for the consideration aforesaid and as security for the repayment / payment by the Borrower of the Facility, 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, 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 Mortgagors do assign, assure and transfer as under:

(a) the Borrower (or the Mortgagor) doth herebymortgage, assign, assure and transfer unto the Lenders all and singular the leasehold lands, more particularly described in ***Schedule II*** hereto, together with all buildings, erections, godowns 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 lands 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 lands 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 Borrower into and upon the same(hereinafter referred to as the "**Mortgaged Premises1**"), TO HAVE AND TO HOLD all and singular the aforesaid premises unto and to the use of the Lenders for the residue of the unexpired term of the lease granted by the Lessor to the Mortgagor together with the benefit of renewal(s) thereof and subject to the powers and provisions contained in this Deed and subject also to the proviso for redemption mentioned in this Deed; and

(b) the Third party Mortgagor doth herebymortgage, grant, convey, assign, assure, and transfer unto the Lenders all and singular the freehold lands more particularly described in ***Schedule II*** hereto together with all buildings, erections, godowns 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 lands 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 lands 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 Third Party Mortgagor into and upon the same (hereinafter referred to as the "**Mortgaged Premises2**"), to have and to hold all

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and singular the aforesaid premises unto and to the use of the Lenders absolutely and subject to the powers and provisions contained in this Deed and subject also to the proviso for redemption mentioned in this Deed.

Provided further, that the aforesaid mortgage, charge and assignment shall in all respects be in favour of the Security Trustee acting for the benefit of the Lenders on *pari-passu* basis in accordance with the terms and conditions stipulated in the Facility Agreement amended or supplemented from time to time.

3.2 Conversion of Floating Charge

Any of the floating charge created pursuant to Clause 3.1 hereinabove shall be, upon the occurrence of any Event of Default, automatically and without prior notice by the Secured Partiesto the Mortgagors and upon occurrence of a Potential Event of Default, at the discretion of the Secured Parties to Mortgagors, converted into a fixed charge as regards General Assets. No sale or other dealings in such General Assets shall be made by the Mortgagors after the occurrence of an Event of Default.

Security

Continuing Security

The security created by or pursuant to this Deed is a continuing security and shall remain in full force and effect, notwithstanding the insolvency or liquidation or incapacity or change in constitution or status of the Mortgagors any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagors of the whole or any part of the Mortgage Debt in accordance with the Financing Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Lendersmay now or hereafter hold for the Mortgage Debt or any part thereof.

4.2 Other Security

This security is in addition to, and shall neither be merged in, nor in any way be excluded or prejudiced, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Lendersmay 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 this Deed confers on the Secured Parties and any receiver appointed hereunder is cumulative, without prejudice to their respective powers under the general law and Financing Document or Security Documents, and may be exercised as often as the Secured Parties or the receiver thinks appropriate in accordance with this Deed. The Secured Parties or the receiver may, in connection with the exercise of their powers, join

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or concur with any person in any transaction, scheme or arrangement whatsoever; and the Mortgagors acknowledge that the respective powers of the Secured Parties 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.

4.4 Avoidance of Payments

If any amount paid by the Mortgagors in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Mortgagors or otherwise, then for the purpose of this Deed such amount shall not be considered to have been paid.

5. Further Acquisition

5.1 The Mortgagors hereby covenant with the Secured Parties that the Mortgagors shall, so long as the Mortgage Debt remains outstanding, promptly upon acquisition of any other immovable property or upon entering into or executing any other agreement or arrangement in relation to the Mortgaged Premises, inform the Secured Parties as soon as practicable thereafter at its own expense without any demand on the part of the Secured Parties, grant, convey, transfer, assign, secure and charge on the terms of this Deed unto the Secured Parties by way of a first charge as and by way of additional security, such after acquired property or properties, rights and benefits in such property and such agreements and arrangements according to their respective tenures, and pending formal execution by the Mortgagors of assurances by way of additional security in favour of the Secured Parties such after acquired property or properties and such agreements and arrangements shall be deemed to have always been comprised in this Deed.

5.2 For the consideration aforesaid, the Mortgagors hereby irrevocably grant full and free rights and liberty as and by way of easement to enter, re-enter and have unfettered access at all times, for the purposes permitted under the Financing Documents and Security Documents, to the Secured Parties and their respective successors-in-title and assigns over the Mortgaged Premises or any part thereof mortgaged and charged by this Deed in common with all other persons entitled to like rights at all time thereafter.

5.3 Any buildings and structures, machinery, plant, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the Mortgaged Premises hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Premises and/or any part thereof respectively and used or intended to be used in connection with the business of the Mortgagors whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagors or otherwise shall be included in the present security and be subject to the provisions and covenants in this Deed contained and the Mortgagors shall at its own costs forthwith vest the same in theLender.

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5.4 Continuing Liability of the Mortgagors

Notwithstanding the assignments and transfer by way of security made or to be made under Clause 3.1, the Mortgagors shall at all times be liable to perform all their obligations (whether financial, performance or otherwise) under each of the Security Documents and to perform all their obligations to the Secured Parties under the Financing Documents. Nothing contained herein or in any other Financing Document shall constitute or be deemed to constitute settlement of any obligations of the Mortgagors under the Security Documents or Financing Documents to the Secured Parties.

6. Provision for Redemption

If the Borrower shall have paid in full the Mortgage Debt, the Secured Partiesshall, with reasonable promptness, upon the written request and at the expense of the Borrower, reassign, re-convey, re-transfer and release unto the Mortgagors or as the Mortgagors shall direct and do all such other things as may be reasonably necessary to release the Mortgaged Premises from the security created hereunder, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Parties such of the Mortgaged Premises or only such part of the Mortgaged Premises as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Deed. PROVIDED that such reassignment, retransfer or release of the security created under this Deed shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge.

7. Declarations and Warranties

7.1 In order to induce the Secured Parties to enter into the Facility Agreement and to accept the mortgage security created hereunder, the Borrower and the Mortgagors have made the warranties set forth in the Facility Agreement and in this Deed respectively. Relevant provisions of the Facility Agreement are hereby incorporated by reference (provided that if there is a waiver from time to time of any warranties under the Facility Agreement there shall be deemed to be a like waiver hereunder) and made a part of this Deed as if such warranties and other relevant provisions were set forth in full herein. The Mortgagors acknowledge and accept that the Secured Parties have agreed to enter into this Deed on the basis of, and in full reliance of the representations and warranties made herein.

7.2 Neither any assignment provided for or referred to in this Deed nor the receipt by the Lendersof any payment pursuant to this Deed including the insurances shall cause the Lendersto be under any obligation or liability in respect of this Deed including the insurances.

7.3. The Mortgagors undertake that at all times during the subsistence of the security created

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hereunder, but subject to the terms and conditions of the Security Documents, it shall get in and realise all claims in respect of the insurance. The Lenders may make such claims notwithstanding that no Event of Default under the Security Documents has occurred.

7.4 The Mortgagors shall remain liable to perform all the obligations assumed by it in relation to the Mortgaged Premises and the Lendersshall be under no obligation of any kind whatsoever nor be under any liability whatsoever to the Mortgagors in respect thereof.

7.5 The Mortgagors further confirm and warrant that:

(i) The Mortgagors are legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Deed and have taken all necessary corporate action to authorise the execution, delivery and performance by it of this Deed;

(ii) This Deed when executed and delivered will constitute its legal, valid and binding obligation;

(iii) Neither the execution and delivery by the Mortgagors of this Deed, nor the Mortgagors' compliance with or performance of the terms and provisions hereof will contravene any provision of applicable law or any order, writ, injunction or decree of any court or any governmental authority (collectively "**Applicable Law**") or will violate any provision of the Memorandum of Association and Articles of Association of the Mortgagors or any agreement or other document by which the Mortgagors (or any of its properties) may be bound;

(iv) The Mortgaged Premises are free from all mortgage, charge or encumbrance and are not subject to any lis pendens, attachment or other process issued by any court or authority and that all future assets and property of the Mortgagors which might be comprised in thesepresents shall likewise be the unencumbered and absolute property of the Mortgagors;

(v) There are no mortgages, charges or other encumbrance or any right or support on the whole or any part of the undertaking, property or assets of the Mortgagors except those created under the Security Documents and those proposed to be created hereunder;

(vi) The Mortgagors are lawfully possessed of a valid and subsisting title in and to the Mortgaged Premises;

(vii) Subject to 13.4 below, the provisions of this Deed are effective to create in favour of the Security Trustee acting for the benefit of the Lenders, a legal, valid and binding security expressed to be created in Clause 3 the Mortgaged Premises on which the Mortgagors purport to grant Security Interest pursuant hereto, including without limitation, a legal, valid and binding security overall Security Documents,

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and all necessary and appropriate recordings and filings have been made in all appropriate public offices, and all other necessary and appropriate action has been taken so that this Deed creates effective security on all right, title, estate and interest of the Mortgagors in the Mortgaged Premises, and all necessary and appropriate consents, licences, approvals, permissions and authorisations required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained/shall be obtained by the Mortgagors.

(viii) The Mortgagors are not a party to any litigation or material claim and that the Mortgagors are not aware of any facts likely to give rise to such litigation or to material claims against the Mortgagors;

(ix) The Mortgagors are not aware of any document, judgement or legal process or other charges affecting the title of the property or of any material defect in the property or to its title which has remained undisclosed and/or which may prejudicially affect the Secured Parties;

(x) The Mortgagors have disclosed to the Secured Parties all material facts relating to its properties;

(xi) The Mortgagors have paid all public demands such as income tax, corporation tax andall other taxes and revenue payable to Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding; and

(xii) The Mortgagors have complied with all legal requirements and has obtained all consents and approvals, required for creation of the security expressed to be created under Clause 3 in favour of the Security Trustee acting for the benefit of the Lenders for securing the Mortgage Debt.

8. Covenants and Permitted Use

8.1 The Borrower shall observe and perform each of the covenants set forth in the Facility Agreement, as amended or supplemented from time to time, which covenants are hereby incorporated herein by reference and made a part of the Deed as if such covenants and other relevant provisions were set forth in full herein.

8.2 In addition to the covenants set forth in Clause 8.1 the Mortgagors do hereby further covenant that:-

(a) **Enter Possession etc.**

Upon happening of an Event of Default, it shall be lawful for the Secured Parties to enter into and upon and take possession of the Mortgaged Premises and any future assets comprised in this Deed and thenceforth the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Secured Partiesquietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or

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Persons whomsoever, and upon the taking of such action, the Secured Parties shall be freed and discharged from or otherwise by the Mortgagors well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

(b) **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 Premises and any future assets comprised in this Deed 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 Mortgagors 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 Premises and any future assets comprised in this Deed unto and to the use of the Secured Partieson the terms of this Deed as shall be reasonably required.

(c) **Payment of all Taxes, Rates, etc.**

The Mortgagors shall at all times during the continuance of this Deed and the security hereby created, duly and punctually pay any imposts, duties, taxes, premium and outgoings which become lawfully payable by the Mortgagors in respect of the Mortgaged Premises or any part thereof or the carrying out by the Mortgagors or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Premises from becoming charged with the payment of any imposts, duties and taxes lawfully payable by the Mortgagors *pari-passu* with or in priority to the security created hereunder and shall punctually discharge all security which it creates and, which by the general law are lawfully payable by the Mortgagors and would or might come to rank *pari-passu* with or in priority to the security created hereunder.

(d) **Maintenance of Assets**

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

(e) **Inspection, Repairs, etc.**

The Mortgagors shall permit theSecured Partiesand its/their representatives, servants and agents either alone or with workmen and others from time to time and

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at all times, upon prior written notice to enter into and upon the Mortgaged Premises or any other properties where any part of the Mortgaged Premises are situate to inspect the same and if there shall be any want of repair thereof or if the Secured Partiesin their reasonable discretion consider any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Partiesshall give notice thereof to the Mortgagors calling upon the Mortgagors to repair or replace the same. Upon the Mortgagors' failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Partiesto repair or replace the same or any part hereof at the expense of the respective Mortgagors.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Parties or any of them under this Deed including the right to call for the whole of the Mortgage Debt following an Event of Default and in accordance with the terms of the other Financing Documents.

(f) **Non-removal of Mortgaged Property**

Except as otherwise expressly provided in this Deed or the Financing Documents, the Mortgagors shall not without the prior written consent of the Secured Parties transfer, sell, lease or otherwise dispose of the Mortgaged Properties or remove or permit to be removed any equipment, machinery spares, tools, accessories or any other asset forming part of the Mortgaged Properties hereby assigned from the land, buildings, or structures where they are installed and, in case of such removal, shall replace the same by equipment, machinery spares, tools, accessories, or other assets of equivalent value provided that any equipment, machinery, spares, tools, accessories or other assets may be removed for the performance of necessary repairs and/or maintenance without replacement thereof and the same shall be in such case be permitted without constituting a breach hereof, and provided further that in the event that any such part of the equipment, machinery spares, tools, accessories or other assets so removed as aforesaid is redundant or has become worn out or obsolete, the same may be sold or otherwise disposed of as per the Financing Documents and the sale proceeds, if any.

9. **Specific Actions**

Subject to Article 13.4 below and without limiting the generality of the assurances and covenants hereinabove, the Mortgagors will promptly upon receiving a request from the Secured Parties–

(a) execute a valid legal mortgage in such other form as the Secured Parties shall require, of any freehold or leasehold properties or other interests in immovable property presently or in the future belonging to the Mortgagors in the State of Gujarat and which is not hereby effectively charged or secured;

(b) execute such documents as may be necessary or, in the opinion of the Secured

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Parties expedient to transfer to the Secured Parties on behalf of the Mortgagors' right, title and interest in the Mortgaged Premises to enable the Secured Parties to be registered as the holder, owner or proprietor or otherwise obtain all of the Mortgagors' right, title and interest to any of the Mortgaged Premises, in each case in accordance with the terms of this Deed;

(c) execute such further writings and take all such further actions as may be necessary for creating security in accordance with the terms of this Deed over any account established, including any substituted security or any permitted investments made from such accounts, any insurance proceeds, permits or such other tangible or intangible assets of the Mortgagors of the same category as are intended to be secured or charged under this Deed; and

(d) otherwise execute all transfers, conveyance, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Parties may reasonably or by normal practice or by law require in relation to the Mortgaged Premises or in relation to the creation, perfection or enforcement of the security expressed to be created hereunder in accordance with the terms of this Deed.

10 Additional Covenants

The Mortgagors shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Mortgagors as are already contained in the Financing Documents hitherto entered into with the Secured Parties viz.:

(i) Ensure that the Mortgaged Premises mortgaged and charged hereunder continue to remain the property of the Mortgagors and at the disposal of the Mortgagors save and except to the extent of the mortgages, charges and encumbrances which are expressly permitted to be created under the Facility Agreement and Security Documents and as are disclosed to the Secured Parties.

(ii) Ensure that the Mortgaged Premises are duly and effectively insured jointly in the name of the Mortgagors and the Security Trustee acting for the benefit of the Lendersin accordance with the requirements of the Financing Documents and in respect of Mortgaged Premises being charged, the names of the Security Trustee are duly endorsed as "Beneficiary" /"Loss Payee" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Financing Documents in that behalf are duly and effectually observed and performed by the Mortgagors.

11 Undertakings

The Mortgagors undertake and agree with the Secured Parties that, throughout the continuance of this Deed and so long as the Mortgage Debt or any part thereof remains owing, the Mortgagors will, unless the Secured Party otherwise agrees:

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(a) 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 Secured Parties, pay to the Secured Parties (as the case may be) the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purposes of this Deed be taken to mean the Secured Parties, maximum lending rate for rupee loans prevailing at the time of any such payment by the Secured Parties, whichever is higher (the "**Maximum Lending Rate**"), from the date of payment by the Secured Parties until the date of repayment by the Borrower; and

(b) deliver to the Security Trustee acting for the benefit of the Lenders,originals of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Deed along with the consent agreements and consent letters to be executed under Article 13.4

12 Failure to Pay

It is hereby agreed and declared that if upon the occurrence of an Event of Default, the Borrower shall fail to pay to the Secured Parties, the Mortgage Debt or any part thereof in the manner provided herein or in the Financing Documents then and in that event the Mortgaged Premises hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Mortgagorsor any other person or persons interested in the equity of redemption thereof at any time thereafter and, if the Mortgagorsseeks to redeem the Mortgage Properties, the Secured Parties shall be entitled to refuse to accept payment of the Mortgage Debt unless the Mortgagorsor such person or persons shall have given to the Secured Parties one months' previous notice in writing making an appointment to pay off the Mortgage Debt on any Business Day during banking hours unless otherwise agreed to by the Secured Parties, and shall pay the same accordingly and in conformity with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice the Mortgagorsor such person or persons shall pay to the Secured Parties in addition to the Mortgage Debt and at the same time a further sum equivalent to one months' interest on the Mortgage Debt at the respective agreed rates as aforesaid and every failure on the part of the Mortgagorsor such person or persons to pay off the Mortgage Debt strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Parties to a fresh notice of the same part of the default thereof to one months' further interest at the rate aforesaid.

13 Enforcement and Effectiveness

13.1 Enforceability of Security

The security created hereunder in favour of the Secured Partiesshall become enforceable by the Security Trustee upon happening of Event of Default.

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13.2 General Enforcement Powers

At any time after the Security Interest shall have become enforceable pursuant to the terms of any of the Financing Documents or by the terms of this Deed, the Secured Parties may, without prejudice to any other rights they may have and without prior notice to the Mortgagors:

(a) declare all or part of the Mortgage Debt to be immediately due and payable (or on such dates as the Secured Parties may specify), whereupon they shall become so due and payable;

(b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Premises or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Lendersin consultation with the Secured Parties may consider fit;

(c) exercise any and all powers, which a receiver could exercise hereunder or by law;

(d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Premises, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the court is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Lendersor an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

(e) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after taking of such action the Mortgagorsshall take no action inconsistent with or prejudicial to the right of the Lendersquietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagorsor by any Person or Persons whomsoever, and upon the taking of such action, the Lendersshall be freed and discharged from or otherwise by the Mortgagorswell and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Lendersor that of its officers or employees or assignee or designee or agent; and

(f) take all such other action expressly or impliedly permitted under this Deed and/or in law.

13.3 Powers of the Security Trustee

TheSecurity Trustee, acting for and on behalf of the Lenders, has the authority to and may act upon and enforce the provisions of this Deed in accordance with this Deed or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers which the Secured Parties have under this

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Deed and the other Financing Documents in accordance with law.

13.4 **Effectiveness**

This deed shall become effective and shall be validated as Security Document only after all necessary and appropriate consents, licences, approvals, permissions and authorisations, required under the Applicable Law and/or Security Documents have been furnished to the satisfaction of the Secured Parties.

14 **Expenses**

All expenses incurred by the Secured Parties, after an Event of Default has occurred in connection with preservation of the Mortgagors' assets (whether then or thereafter existing) and collection of amounts due to the Secured Parties shall be payable by the Mortgagorsand shall stand secured under this Deed.

15 **Sale without Intervention of Court**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(a) Subject to Clause 15 (b) and upon the occurrence of an Event of Default, it shall be lawful for the Security Trustee, at the instance of the Secured Parties, at any time without any further consent of the Mortgagors, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Premises and any future assets comprised under the present security or any part thereof, either by public auction or private contract, the land, leasehold estate, buildings and structures or separately there from with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations respecting title or evidence of title or other matters as the Secured Partiesmay deem proper, with power to buy or obtain assignment of the Mortgaged Premises at any sale and to resell or reassign the Mortgaged Premises at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Premises 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 Premises without the intervention of the Court in accordance with the provisions of Section 69 of the Transfer of Property Act, 1882;

(b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Partiesunless and until: -

(i) default shall have been made by the Borrower in payment of any principal or

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part thereof for the time being owing to the Secured Parties 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

(ii) 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;

(c) No purchaser or other person dealing with the Secured Partiesand/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Sub-clause (b) above of this Clause 15 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 this Deed or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Mortgagors in respect of any breach of any of the Clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;

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

(e) Upon any such sale /assignment as aforesaid the receipt by the Secured Partiesfor 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.

(f) Nothing contained herein shall affect the powers of the Secured Parties conferred under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, which shall be in addition to and without in any manner derogation of the powers and rights of the Secured Parties conferred hereunder.

16 Non-Applicability of certain provisions of the Transfer of Property Act, 1882

16.1 Section 67A

The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to

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this Deed and the Secured Parties notwithstanding that the Secured Parties may hold two or more mortgages executed by the Mortgagors including this Deed in respect of which the Secured Parties have 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.

16.2 Continued Possession

It shall be lawful for the Mortgagors to retain possession of and the Mortgagors may use the Mortgaged Premises in accordance with the Financing Documents (including any disposal expressly permitted and subject to the terms of the Financing Documents) until the Secured Parties shall be entitled to take possession thereof under this Deed and shall take possession thereof accordingly.

16.3 Section 65A

The Mortgagors shall while in lawful possession of the Mortgaged Premises have no power to make leases thereof, save and except in pursuance of the terms of the Financing Documents and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

16.4 Proceeds of the Mortgaged Premises

All the amounts received from time to time received by the Secured Parties orfrom or in respect of the Mortgaged Premises shall be deposited to the credit of a trust and retention account and for distribution amongst the Secured Parties as specified in the Facility Agreement or other Financing Documents.

17 Appointment of Receiver

17.1 Appointment

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 Security Trustee at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Premises 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. Where more than one receiver is appointed, any reference in this Deed to a receiver shall apply to all the receivers so appointed and the appointment shall be deemed to be joint and several so that the rights, powers, duties and discretions vested in the receivers may be exercised jointly by all the receivers so appointed or severally by each of them.

17.2 Status, Powers and Remuneration of Receiver

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(a) Appointment of any receiver may be made either before or after the Secured Parties shall have entered into or taken possession of the Mortgaged Premises;

(b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Parties set forth herein or under law or as the Secured Parties may think expedient including the following rights, powers and authorities;

(i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Premises and for that purpose to take any proceedings and enforce any order or judgement in the name of the Mortgagors or otherwise as the receiver shall consider fit;

(ii) to manage or carry on or concur in carrying on the business of the Mortgagors (including, without limitation, the management and operation of the Facilities and/or the performance of the Security Documents, the Clearances) as the receiver shall consider fit, in each case, in accordance with the law.

(iii) to make any arrangement or compromise between the Mortgagors and any other Person or pay any compensation or incur any obligation, which the Secured Partiesor the receiver shall consider, fit;

(iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Premises on such terms (with or without security) as the receiver or theSecured Parties shall consider fit and so that, with the prior written consent of the Secured Parties, any such security may be or include a charge on the whole or any part of the Mortgaged Premises ranking wholly or partly in priority to or pari passu with the security created hereunder;

(v) to make calls, conditionally or unconditionally, on the shareholders of the Mortgagors in respect of uncalled capital committed under the Financing Documents;

(vi) 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 Premises in such manner and generally on such terms and conditions as the Secured Parties or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagors or otherwise;

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

(viii) to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Secured Parties or receiver shall consider fit;

(ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagors and the money so paid shall be deemed to be an expense properly incurred by the receiver;

(x) 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 Mortgagors or relating in any way to the Mortgaged Premises or any part thereof;

(xi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Premises or any part thereof as the receiver shall consider fit;

(xii) to sell, lease or otherwise dispose of all or any part of Mortgaged Premises including plant, machinery or other fixtures;

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

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

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

(xvi) promote the formation of companies with a view to purchasing all or any

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of the undertaking, property, assets and rights of the Mortgagors or otherwise;

(xvii) to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Parties 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 realisation of the Mortgaged Premises;

(xviii) to exercise all such other power and authority as the Secured Parties shall consider fit to confer and so that the Secured Parties may in relation to such part of the Mortgaged Premises 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;

(xix) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagors shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate of the Secured Parties from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Deed;

(c) Unless otherwise directed by the Secured Parties such receiver may exercise all the rights, powers, authorities and discretions herein or by law vested in theSecured Parties;

(d) Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by theSecured Parties;

(e) Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Secured Partiesmay from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Premises;

(f) The Secured Parties 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 Secured Parties shall not be bound in any case to require any such security;

(g) The Secured Parties 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 Mortgagors shall or shall not be in liquidation;

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

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(i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagors and the Mortgagors shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

(j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the directions and regulations from time to time given or made by the Secured Parties.

18 Protection of Secured Partiesand Receiver: Limitation of Liability

18.1 Limitation of Liability

Neither the Secured Partiesnor 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 and trusts that may be vested in the Secured Parties.

18.2 Not Mortgagee-in-Possession

Without prejudice to the generality of Clause 18.1 the Mortgagors do hereby expressly agree with the Secured Partiesthat neither the Secured Partiesnor any receiver appointed as aforesaid shall, by reason of the Secured Partiesor such receiver entering into or taking possession of the Mortgaged Premises or any part thereof, be liable to the Mortgagors to account as a mortgagee-in-possession for anything.

19 Costs and Expenses

19.1 Mortgagee's Costs and Expenses

The Borrower shall, upon notice from the Lenderspay or reimburse to the Security Trusteeall agreed fees for services performed by the Security Trustee, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Security Trusteeor their respective officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Partiesunder this Deed and/or any documents or instruments contemplated or in connection with or relating to this Deed including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Deed, and further covenants and agrees to indemnify Lendersagainst all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done without their wilful default or gross negligence in respect of or in relation to the Mortgaged Premises.

19.2 Legal Fees and Expenses

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The Borrower shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Partiesand all such sums incurred or paid by the Secured Partiesor any of them in connection with and incidental to or in connection with this Deed and incurred as well for the assertion or defence of the rights of the Secured Parties as for the protection and security of the Mortgaged Premises and for the demand, realisation and recovery of the Mortgage Debt shall be added to the Mortgage Debt respectively and be secured hereby.

19.3 Stamp Duty and Other Fees on Execution, Registration, etc

The Borrower shall 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, the Facility Agreement and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to the Facility Agreement, or according to the laws 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 the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Secured Parties may pay such amounts, on behalf of the Borrower. Any money paid by the Secured Parties as aforesaid, shall constitute a part of the Mortgage Debt.

19.4 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the Secured Partiesin the exercise of any of the rights, remedies or powers granted hereunder including without limitation, for payment of any costs, expenses, charges or fees in this Clause 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 Secured Partiesor its authorised agents, representatives, successors and assignees for any such monies paid by the Secured Partiesor any of them with interest thereon at the Maximum Lending Rate from the date the Borrower receives notice thereof from the Secured Parties and/or their agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Mortgage Debt and be secured under this Deed.

20 Indemnity

The receiver, attorney, manager, agent or other Person appointed by the Secured Parties shall be entitled to be indemnified out of Mortgaged Premises in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those liabilities and expenses arising out of gross negligence or wilful default) on the part of the Secured Partiesor 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 anyway relating to the Mortgaged Premises.

21 Attorney

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21.1 Appointment

The Mortgagors hereby irrevocably appoint the Secured ~~Parties as well as each receiver~~ to be appointed under this Deed to be its attorney or attorneys, and in the name and on behalf of the Mortgagors to act and execute all deeds and things which the Mortgagors are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagors in the exercise of all or any of the powers by this Deed or by law conferred on the Secured Partiesor any receiver appointed by the Secured Partiesand also to execute on behalf of the Mortgagors at the cost of the Mortgagors the powers hereunder or by law conferred on the Secured Parties or any receiver appointed by it and also to execute on behalf of the Mortgagors at the cost of the Mortgagors such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the Secured Partiesor any receiver in that behalf. *Provided* at any time prior to the occurrence of an Event of Default, the Secured Partiesshall exercise its powers under this clause only if the Borrower fails to comply with the instructions of the Secured Partiesunder this Deed.

21.2 Ratification

The Mortgagors covenant with the Secured Partiesto ratify and confirm all acts or things made done or executed by any attorney as contemplated by Clause 21.1 hereinabove.

22 Application of monies

All monies received by the Secured Parties or any receiver appointed under this Deed whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be applied by the Secured Parties (except as otherwise required by law) in the first place, to reimburse themselves and pay, retain or discharge all the costs, charges and expenses including those incurred in or about the entry, appointment of receiver, calling in, collection, conversion or the exercise of the powers under this Deed including their and the receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies:

(a) Firstly, to the Mortgage Debt that is owed to the Secured Partieswhether the same shall be due or not; and

(b) Secondly, to pay the remainder of said proceeds if any to the Person or Persons, including the Mortgagors, entitled thereto.

23 Liability to Secured Parties for Deficiency

The Mortgagors shall remain liable to the Secured Parties for any deficiency.

24 Waiver

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24.1 No implied waiver or impairment

No delay or omission of the Secured Parties or any receiver in exercising any right, power or remedy accruing of the Secured Partiesupon 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 Secured Parties 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 Secured Parties 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 Secured Partiesherein provided are cumulative and not exclusive of any rights or remedies provided by law or equity or in any of the other Financing Documents or the Security Documents.

24.2 Express Waiver

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

25 Miscellaneous

25.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Secured Parties and the Mortgagors, if any discharge or payment in respect of the Mortgage Debt by the Mortgagorsor any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason resulting in the above, the Secured Partiesshall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

25.2 Amendment

The Mortgagorsand the Secured Partiesmay amend or supplement the terms of this Deed only by agreement in writing.

25.3 Other Remedies

The rights and remedies conferred upon the Secured Partiesunder this Deed:

(a) shall not prejudice any other rights or remedies to which the Secured Partiesmay, independently of this Deed, be entitled; and

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(b) shall not be prejudiced by any other rights or remedies to which the Secured Partiesmay, independently of this Deed, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Secured Parties.

25.4 Limitation on Rights of Others

Nothing in this Deed, whether express or implied, shall be construed to give to any Person other than the Lendersany 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 Premises, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Parties.

25.5 Inconsistency

If there is any inconsistency between (i) the rights and obligations of the Borrower in relation to the Lendersunder this Deed and (ii) the rights and obligations of the Borrower in relation to the Financing Documents the provisions of this Deed shall be deemed modified so that the rights and obligations of the Borrower under this Deed are consistent with the rights and obligations of the Borrower under the Financing Documents.

26 Communications

(i) All notices and other communications provided for hereunder shall be (a) in writing (including telex and telecopier, except as noted below) and (b) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and (if to the respective Mortgagors shall be at its address specified in sub-clause (iv) below;or at such other addresses as is designated by such party in a written notice.

(ii) All such notices and communications shall be effective (a) if sent by telex, when sent (with the correct answerback); (b) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number); (c) if sent by person, when delivered; (d) if sent by courier, one Business Day after deposit with an overnight courier if for inland delivery and five Business Days after deposit with an international courier if for overseas delivery; and (e) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.
Provided however that any notice or communication to the Secured Parties shall be effective only on actual receipt by the officer of the Secured Parties for whose attention the notice or communication has been expressly marked.

(iii) An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not

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available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with sub-clause (ii)(a) or (b) above, as the case may be, without regard to the dispatch of such original.

(iv) The address for service of the Mortgagor shall be:

NKG Infrastructure Limited
204, Kailash Building,
26, K. G. Marg,
New Delhi-110001
Ph: 011-47682800
Fax: 011-47682801
Email: nkg@nkginfra.com
Kind Attention: Mr. Sarthak Garg (Executive Director)

The address for service of the Third PartyMortgagor shall be:
Aashiana Rolling Mills Limited

120/1/2, Mangal Murti Complex,
Near Shiv Cinema, Ashram Road,
Ahmedabad GJ - 380009
Ph: 9925039637

Fax: NA

Email: aashisales@gmail.com

Kind Attention: Devendra Kumar Goyal, Director

or such other address and contact number as is designated by the Mortgagors by not less than five (5) Business Days written notice to the Lead Bank.

(v) The address for service of the Lead Bank shall be:

State Bank of India
Industrial Finance Branch
Jawahar Vyapar Bhawan,
1, Tolstoy Marg,
New Delhi-110001
Ph: 011-23374674
Email: om.mishra@sbi.co.in
Kind Attention: Mr. Om Prakash Mishra,AGM

(vi) The address for service of the Security Trustee shall be:

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SBICAP Trustee Company Limited,
Apeejay House, 6th Floor, 3,
West Wing,
DinshawWachha Road,
Churchgate, Mumbai 400 020
Tel: 022- 43025555
Fax: 022- 22040465

Copy to:

SBICAP Trustee Company Limited,
610, 6th Floor, Ansal Bhavan,
Kasturba Gandhi Marg,
New Delhi-110001

or such other address and contact number as is designated by the Lead Bankby not less than five (5) Business Days written notice to the Mortgagors.

27 **Severability**

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

28 **Governing Law**

This Deed shall be governed by and construed in accordance with Indian laws.

29 **Jurisdiction**

The Mortgagors agree that any legal action or proceedings arising out of this Deed may be brought in the courts or tribunals in India and irrevocably submits themselves to the jurisdiction of such courts or tribunals. The Lenders/Secured Parties may, however, in their absolute discretion commence any legal action or proceedings arising out of this Deed in any other court, tribunal or other appropriate forum, and the Mortgagors hereby consent to such jurisdiction.

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SCHEDULE I

Details of Facilities

(Amounts in Rs. in crores)

NATURE OF FACILITY	SBI	ICICI Bank	Axis Bank	Union Bank of India (e-Corporation Bank)	Central Bank of India	Canara Bank	Total
I. FUND BASED LIMITS (FB)							
Cash Credit ("CC")/ Working Capital Demand Loan ("WCDL")^	100.00	22.50	30.00	10.00	17.50	35.00	215.00
Total FB	100.00	22.50@	30.00	10.00	17.50	35.00	215.00
II. NON-FUND BASED LIMITS (NFB)							
Bank Guarantee ("BG")	395.00	100.08	90.00	50.00	50.00	140.00	825.08
*Sublimit to BG (for JV and SPV)**	-	-	-	-	-	(18.00)	(18.00)
Financial Bank Guarantee ("FBG")*	-	(50.00)	-	-	-	-	(50.00)
Letter of Credit ("LC")* (Import LC*) Inland LC/ Foreign LC*	(30.00)	(60.00)	(10.00)	-	-	-	(100.00)
Total NFB	395.00	100.08	90.00	50.00	50.00	140.00	**825.08**
Total	**495.00**	**122.58**	**120.00**	**60.00**	**67.50**	**175.00**	**1040.08**

Notes:

*Sublimit of the BG Limits.

^Limits of Cash Credit to be utilized as Outstanding Loan Component in the form of Working Capital Demand Loan equivalent to 60% of the aggregate fund-based limits as per the RBI Circular No. DBR.BP.BC.No.12/21.04.048/2018-19 dated 05th December, 2018 (Guidelines on Loan System for Delivery of Bank Credit)

@the current fund based working capital limits of ICICI Bank is Rs. 57.50 crores and after induction of Canara Bank in the Working Capital Consortium and disbursement of their sanctioned limits of Rs. 35.00 Crore, the fund based working capital limits of ICICI Bank shall stand reduced to Rs. 22.50 crores. However, at no point of time shall the aggregate fund based working capital limits shall exceed Rs. 215.00 Crores.

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SCHEDULE II

Description of the Mortgaged Premises

Mortgaged Premises 1

All that piece and parcel of leasehold immovable property bearing Plot Nos. 65/P, 66 & 69 total admeasuring 264967 sq. mtrs. which is a part of Survey No. 152/1 situated at Mouje: Charanka, Taluka: Santalpur, District: Patan in Gujarat, presently under the possession of the Mortgagor, and bounded as follows:

East : Plot Nos. 67 & 68
West : Nala
North : Plot Nos. 45 & 46
South : Plot No. 68

together with all buildings 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,

Mortgaged Premises 2

All that piece or parcel of non-agricultural land bearing Survey No. 252, admeasuring about 52609 sq.mts., situate lying and being at mouje: Kerala, Taluka: Bavla, Registration District: Ahmedabad and Sub-District: Dholka,presently under the possession of the Third Party Mortgagor, and the said land is bounded as follows that is to say on or towards the:-

East : by Road
West : by Neliyu
North : by Neliyu
South : by Survey No. 253

together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

THE SUB REGISTRAR ... VLA

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NKG INFRASTRUCTURE LTD.

AASHIANA ROLLING MILLS LIMITED

SBICAP TRUSTEE COMPANY LIMITED

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IN WITNESS WHEREOF the Mortgagors have caused its/theirrespective Common Seal affixed hereunto and SBICAP Trustee, as the Security Trustee acting for the benefit of the Lenders, has caused these presents executed by the hand of its authorised official on the day and year first hereinabove written in the manner hereafter appearing

The Common Seal of the within named Borrower, **NKG Infrastructure Limited** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the 12th day of May, Two Thousand and Twenty Two, hereunto been affixed in the presence of:

(1) ______________________, its Director
(2) ______________________, its _________

The Common Seal of the within named Borrower, **Ashiana Rolling Mills Limited** has, pursuant to the Resolution of its Board of Directors passed in that behalf on the 19th day of May, Two Thousand and Twenty Two, hereunto been affixed in the presence of:

(1) ______________________, its Director
(2) ______________________, its _________

Signed and delivered for and on behalf of the **SecurityTrustee**by the hand of
____,
its Authorised Officer

WITNESS :

SUB REGISTRAR BAVLA

NKG Infrastructure Limited	**Aashiana Rolling Mills Limited**	**SBICAP Trustee Company Limited**

AASHIANA ROLLING MILLS LIMITED

SBICAP Trustee

SBICAP Trustee Company Ltd.

Ref. No.

Date: 24.05-2022

LETTER OF AUTHORITY

We, SBICAP Trustee Company Limited, having its registered office at 202, Maker Tower E, Cuffe Parade, Mumbai – 400005, and branch office at 610, 6th Floor, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi – 110001, hereby authorises **Mr. Jitesh Pandya,** to execute Indenture of Mortgage of **NKG INFRASTRUCTURE LIMITED.**

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SUB REGISTRAR
BAVLA

For SBICAP Trustee Company Limited

24/5/22

(Authorised Signatory)

SBICAP TRUSTEE COMPANY LIMITED

AASHIANA ROLLING MILLS LIMITED
81

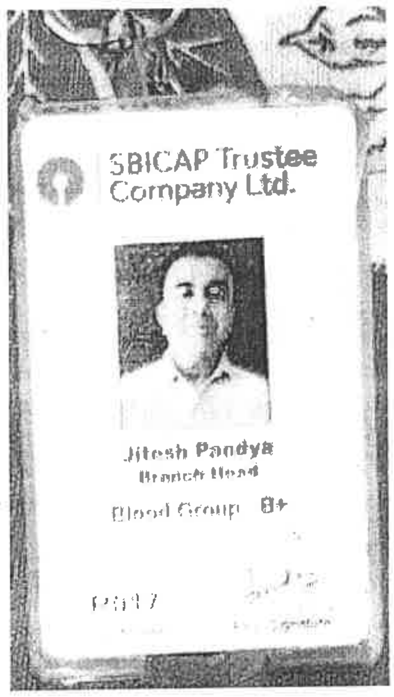
www.sbicaptrustee.com
+91 22 4302 5566
+91 22 4302 5555
+91 22 2204 0465
corporate@sbicaptrustee.com

Corporate Office :
4th Floor, Mistry Bhavan,
122, Dinshaw Vachha Road,
Churchgate, Mumbai,
Pin - 400 020.

Registered Office :
202, Maker Tower E,
Cuffe Parade, Mumbai - 400 005.
CIN : U65991MH2005PLC158386

A Group Company of SBI

BAVLA	
2579	39 / 52
2022	



SBICAP TRUSTEE COMPANY LIMITED

THE SUB REGISTRAR BAVLA

Bank

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SUB REGISTRAR

BAVLA

[redacted]

પંડ્યા જીતેશ
Pandya Jitesh
જન્મ તારીખ/DOB: 14/11/1961
પુરુષ/ MALE

Mobile No: 7600029304

9184 3216 8261

VID : VID : 9121 4452 8638 7680

મારો આધાર, મારી ઓળખ

SBICAP TRUSTEE COMPANY LIMITED

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2022

NKG INFRASTRUCTURE

EXTRACT OF THE MINUTES OF ~~MEETING OF BOARD~~ OF DIRECTORS OF NKG INFRASTRUCTURE LIMITED FOR THE FINANCIAL YEAR 2022-23 HELD ON THURSDAY 12TH DAY OF MAY, 2022 AT 11.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 204, KAILASH BUILDING, 26; K.G. MARG, NEW DELHI-110001

The Chairman informed the Board that Company ("Borrower") has fully repaid the Facilities and all amounts due thereunder as sanctioned by the ICICI Bank Limited ("Lender") against mortgage of leasehold immovable property of 10 MW Solar Power Plant located at Plot no. 65/P, 66 & 69 which is a part of survey No. 152/1, situated at Mouje Charanka, Taluka: Santalpur ("Immoveable Property") in the registration Sub District of Santalpur and District of Patan, Gujarat and the Lender has issued the no dues certificate to the Borrower, which has been attached for reference.

The Chairman further informed the Board that mortgage/charge on the above mentioned leasehold property need to be released by ICICI Bank Limited by executing reconveyance deed and fresh mortgage/charge on the said property to be created after the execution of Indenture of mortgage deed in favour of the SBI Consortium or SBICAP Trustee acting on behalf of the SBI Consortium.

After detail discussions following resolution were passed:

"RESOLVED THAT Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorised to appear at the office of the Sub Registrar of Santalpur, Ahemdabad for the purpose of release of the said immoveable property;

"RESOLVED FURTHER THAT Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorized to sign, submit, and execute the re-conveyance deed and to execute the all necessary documents in respect to release of charge/ mortgage of leasehold immovable property of 10 MW Solar Power Plant located at Plot no. 65/P, 66 & 69 which is a part of survey No. 152/1, situated at Mouje Charanka, Taluka: Santalpur in the registration Sub District of Santalpur and District of Patan, Gujarat, which was earlier created in favour of ICICI Bank Limited.

"RESOLVED FURTHER THAT Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorized to sign, submit, deliver and execute the Indenture of mortgage deed pertaining to the above mentioned immoveable property at the office of the Sub Registrar of Bavla, Ahemdabad.

"RESOLVED FURTHER THAT Mr. Mohit Gupta (Manager Banking & Finance), Authorised Signatory of the Company be and is hereby authorized to do all such acts, deeds, matters and things in connection with or anyway relating to the mortgage of Gujarat solar power property or as may be necessary or expedient to give effect to this resolution.

Rakhi Singh

NKG Infrastructure Limited
(An ISO 9001 : 2008, ISO 14001 : 2004 and OHSAS 18001 : 2007 Certified Company)
Regd. & Corp. Office : 204, Kailash Building, 26, K.G. Marg, New Delhi - 110 001
Tel. : +91-11-47682800 Fax : +91-11-47682801 Email : nkg@nkginfra.com url : www.nkginfra.com
CIN-U74899DL1989PLC038371

"**RESOLVED FURTHER THAT** the Common Seal of the Company be affixed thereto in the presence of Mr. Mohit Gupta do sign the same in token thereof.

"**RESOLVED FURTHER THAT** certified true copies of the aforesaid Resolutions be and are hereby authorised to be forwarded to the Sub Registrar, Security Trustee or SBI Consortium and they be requested to act thereon.

BAVLA
43
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2022

Certified to be true copy
For NKG Infrastructure Limited
Rakhi Singh
Company Secretary
M.No-F-9784
Add-204, Kailash Building,
26, K.G. Marg, New Delhi-110001

SUB REGISTRAR
BAVLA

NKG Infrastructure Limited
(An ISO 9001 : 2008, ISO 14001 : 2004 and OHSAS 18001 : 2007 Certified Company)
Regd. & Corp. Office : 204, Kailash Building, 26, K.G. Marg, New Delhi - 110 001
Tel. : +91-11-47682800 Fax : +91-11-47682801 Email : nkg@nkginfra.com url : www.nkginfra.com
CIN-U74899DL1989PLC038371

भारत सरकार
Government of India

मोहित गुप्ता
Mohit Gupta
जन्म तिथि/DOB: 20/10/1983
पुरुष/ MALE

7784 0635 1900
VID : 9164 2787 1509 4549

मेरा आधार, मेरी पहचान

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2022

THE SUB REGISTRAR
BAVLA

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

आधार

पता:
S/O प्रेम प्रकाश गुप्ता, २४३, गली न-५, सेवा नगर, गाजियाबाद, गाजियाबाद, उत्तर प्रदेश - 201003

Address:
S/O Prem Prakash Gupta, 243, GALI NO-5, SEWA NAGAR, Ghaziabad, Ghaziabad, Uttar Pradesh - 201003

QR Code with Photograph

7784 0635 1900
VID : 9164 2787 1509 4549

help@uidai.gov.in
www.uidai.gov.in

Aashiana Rolling Mills Limited

CIN : U67120GJ1995PLC109367
Factory : Survey No. 136, Nr. Friends Ispat,
Kerala G.I.D.C., Bavla, Ahmedabad-382220.
(M) 9724503858 E-mail : friendstmt@gmail.com

FRIENDS STEEL
ज़माने के लिए, ज़माने के साथ ।

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF AASHIANA ROLLING MILLS LIMITED ("COMPANY") HELD ON THURSDAY 19TH DAY OF MAY, 2022 AT ITS REGISTERED OFFICE LOCATED AT 120/1/2, MANGAL MURTI COMPLEX, NEAR SHIV CINEMA, ASHRAM ROAD, AHEMDABAD, GUJARAT-380009.

The Chairman of the Board of Directors of the Company informed the Board that the M/s NKG Infrastructure Limited ("the Borrower) has made arrangements with various lenders for availing financial assistance comprising of working capital facilities of **Rs. 1040.08 Crore (Rupees One Thousand forty Crores and Eight Lacs Only).** ("Facility") from the SBI Consortium comprising of State Bank of India, Central Bank of India, ICICI Bank, Axis Bank Union Bank of India and Canara Bank (**"SBI Consortium"** or **"Lenders"**) with State Bank of India designated as the Lead Bank of the SBI Consortium and that the Lenders are agreeable, in principle, to grant to the Borrower loans for amounts not exceeding **Rs. 1040.08** Crore for the purpose and on the terms and conditions as set out in the respective sanction letters of the Lenders.

The Board was also informed that in accordance with the terms of the said sanction letters, the Borrower had requested the Company to execute the indenture of Mortgage deed in favour of SBICAP Trustee Company Limited, Security Trustee, the Security Trustee acting for the benefit of the Lenders,

After ciscussions, the following resolutions were passed by the Board:

"RESOLVED THAT Mr. Barot Sanjaybhai, Authorised Signatory of the Company be and is hereby authorised to execute Indenture of Mortgage deed and all the relevant deed, documents as may be necessary to mortgage of the immovable properties situate at:-Industrial Land (Survey no. 252) at NH-8A, Near SKF Bearing Factory, Opposite GIDC Kerala, Moje Kerala TA Bhavala, Ahemdabad, Gujarat, area admeasuring 52609 Sq. Meter, at the office of the Sub Registrar of Bavla, Ahemdabad.

RESOLVED FURTHER THAT Mr. Barot Sanjaybhai, Authorised Signatory of the Company be and is hereby authorised to deliver, deposit title deeds in favour of SBICAP Trustee Company Limited, Security Trustee, the Security Trustee acting for the benefit of the Lenders, by depositing with the Security Trustee all documents of title, evidences, deeds and writings (hereinafter called "the said title deeds")

RESOLVED FURTHER THAT The Company do file the particulars of charges/modifications of charges in the connection with the said mortgage by deposit of title deeds in favour of the Security Trustee with Registrar of Companies within the time prescribed by law there for.

AASHIANA ROLLING MILLS LIMITED

DIRECTOR / AUTHORISED SIGNATORY

BAVLA
25795 HS 2
202

RESOLVED FURTHER THAT the Common Seal of the Company be affixed thereto in the presence of Mr. Barot Sanjaybhai do sign the same in token thereof.

RESOLVED FURTHER THAT Copies of the foregoing resolutions certified to be true copies by Secretary/Director of the Company be furnished to the Security Trustee and they may be requested to act thereon."

BAVLA
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CERTIFIED TO BE TRUE COPY
FOR AASHIANA ROLLING MILLS LIMITED

Devendra Kumar Goyal
Director
DIN-02071162

SUB REGISTRAR BAVLA

भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

भारत सरकार

आधार

E-Aadhaar Letter

નામાંકન ક્રમ સંખ્યા/Enrolment No.: 1316/55050/06084

Date: 14/05/2014

Barot Sanjaybhai (બારોટ સંજયભાઇ)

S/O: Kantilal, 54, Rajnagar Society, B/h Ambika Tube Colony, P.D Pandya College Road,Vatva, Vatva,
Ahmedabad,
Gujarat - 382440

તમારી આધાર સંખ્યા/ Your Aadhaar No.:

6706 1387 0930

આધાર-સામાન્ય માણસનો અધિકાર

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

સૂચના

- આધાર ઓળખાણનું પ્રમાણ છે, નાગરિકતાનું નહિં.
- ઓળખાણનું પ્રમાણ ઓનલાઈન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.
- આ ઈલેક્ટ્રોનિક પ્રક્રિયા દ્વારા બનાવેલા દસ્તાવેજ છે.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

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H7
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Signature Not Verified
Digitally signed by Sandeep Bhardwaj
Date: 2014.05.14 16:21:45 IST

THE SUB REGISTRAR
BAVLA

- આધાર આધાર દેશભરમાં માન્ય છે.
- આધાર માટે તમારે એક જ વાર નોંધણી કરાવવી પડશે.
- તમારો હાલનો મોબાઈલ નંબર અને ઈ-મેઈલ સરનામું લખાવવા વિનંતિ છે. એનાથી જુદી જુદી સવલતોનો લાભ લેવાનું સહેલું બનશે.

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भारत सरकार
GOVERNMENT OF INDIA

બારોટ સંજયભાઇ
Barot Sanjaybhai
જન્મ તારીખ/ DOB: 09/06/1971
પુરુષ / MALE

6706 1387 0930

આધાર-સામાન્ય માણસનો અધિકાર

AADHAAR

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

સરનામું :
S/O: કાંતિલાલ, 54, રાજનગર સોસાયટી, અંબિકા ટ્યૂબ કોલોની પાછળ, પી.ડી પંડ્યા કોલેજ રોડ,વટવા, વટવા,
અમદાવાદ,
ગુજરાત - 382440

Address:
S/O: Kantilal, 54, Rajnagar Society, B/h Ambika Tube Colony, P.D Pandya College Road,Vatva, Vatva,
Ahmedabad,
Gujarat - 382440

6706 1387 0930

Aadhaar-Aam Admi ka Adhikar

બારોટ

Witness
1

आधार

ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખ પ્રાધિકરણ
Unique Identification Authority of India
નામાંકન ક્રમ સંખ્યા / Enrollment No.: 0648/90849/03033

To
લઢ્ઢા ગીરીરાજ
Laddha Giriraj
C/O: Ramratan Laluram Laddha,
E-102, Vaibhav Apartment-2,
Near Police Commissioner Office, Shahibaug,
VTC: Ahmedabad City,
PO: Shahibag,
Sub District: Ahmedabad City, District: Ahmedabad,
State: Gujarat,
PIN Code: 380004,
Mobile: 9428753052

93766277

MF937662775FI

આપનો આધાર નંબર / Your Aadhaar No. :

3394 4974 1119

મારો આધાર, મારી ઓળખ

ભારત સરકાર
Government of India

આધાર

Issue Date : 08/02/2014

લઢ્ઢા ગીરીરાજ
Laddha Giriraj
જન્મ તારીખ / DOB : 06/12/1972
પુરુષ / Male

3394 4974 1119

મારો આધાર, મારી ઓળખ

Unique Identification Authority of India
Government of India

નોંધણીની ઓળખ / Enrollment No 1308/22027/26866

28/02/2014

To,
શેખ કાદરમિયા
Shaikh Kadarmiya
S/O: Usmanmiya
188/24
near hajari pol
near khanjaha davaja Jamalpur darvaja road
Ahmedabad City
Ahmedabad G.p Ahmadabad City Ahmedabad
Gujarat 380001
9904080723

Ref: 257 / 10C / 238777 / 238943 / P

SH977351175FT

BAVLA
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2022

તમારો આધાર નંબર / Your Aadhaar No. :

9435 4603 7869

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર
Government of India

જન્મ તારીખ / DOB : 26/06/1969
પુરુષ / Male

9435 4603 7869

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(W) 25/05/2022 1:47 PM

Serial No. 2579 Presented of the office of the Sub-Registrar of S.R.O - BAVALA Between the hour of 13 To 14 on Date 25/05/2022	Receipt No :- 202215500004807	
	Received Fees as following	**Rs.**
	Registration	**30000.00**
	Side Copy Fee (140)	**2800.00**
	Postage	**500.00**
	Other Fees	**2700.00**
	TOTAL :-	**36000.00**

20220524961588689


M/S NKG INFRASTRUCTURE LIMITED through its Authorised Signatory Mohit Prem Prakash Gupta

CHAUDHARI HARDIK KUMAR PRATAPBHAI Sub Registrar S.R.O - BAVALA	CHAUDHARI HARDIK KUMAR PRATAPBHAI Sub Registrar S.R.O - BAVALA

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing					
1	M/S NKG INFRASTRUCTURE LIMITED through its Authorised Signatory Mohit Prem Prakash Gupta 243 Gali No 5 Sewa Nagar Ghaziabad UP 201003Office Adress 204 Kailash Building 26 KG Marg New Delhi 110001	36			
Executing					
2	AASHIANA ROLLING MILLS LIMITED Through its Authorised Signatory Barot Sanjay Kantilal 54 Rajnagar Soc,Vatva Ahmedabad 382440 Office Adress 120/1/2 Mangal Murti Complex Ashram Road Ahmedabad 380009	51			
Claiming					
3	SBICAP TRUSTEE COMPANY LIMITED Through its Authorised Signatory Jitesh Pandya Block NO 189 Flat No D603 Swagat Rainforest 2 Kudasan Gandhinagar Office Adress 4th Floor Mistry Bhavan 122 Churchgate Mumbai 400200	60			

Executing Party admits execution

BAVLA		
2579	51	52
2022		

(W) 25/05/2022 1:37 PM

1 Laddha Giriraj Ramratan
E102 Vaibhav Apt -2 Shahibaug Ahmedabad 380004


2 Shaikh Kadarmiya Usmanmiya
188/24 Nr Hajan Pol Jamalpur Darwaja road Ahmedabad 380001


State that they personally known above named executant and Indetifies him/them.

1. _______________

2. _______________

Date: 25 Month: May -2022

CHAUDHARI HARDIK KUMAR PRATAPBHAI
Sub Registrar
S.R.O - BAVALA

Received Copies of Certified Evidence of Seller, Buyer and Identifiers of Document

Date: 25/05/2022

CHAUDHARI HARDIK KUMAR PRATAPBHAI
Sub Registrar
S.R.O - BAVALA

BAVLA		
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(W) 25/05/2022 4:54 PM

1	Book No.	2579	Registered No.
Date: 25-05-2022			

CHAUDHARI HARDIK KUMAR PRATAPBHAI
Sub Registrar
S.R.O - BAVALA

THE SEAL OF THE SUB REGISTRAR
BAVLA