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INDIA NON JUDICIAL

## Government of Uttar Pradesh

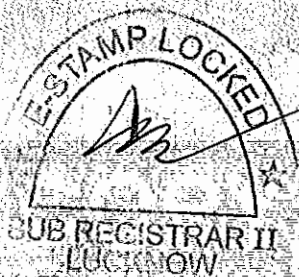
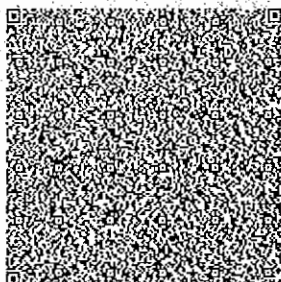
### e-Stamp



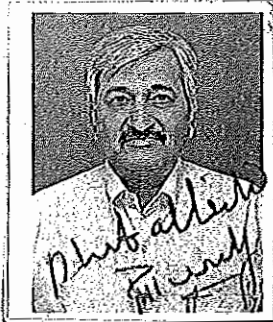
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Certificate No.	: IN-UP01389832827453N
Certificate Issued Date	: 30-Sep-2015 11:25 AM
Account Reference	: SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101671037483522N
Purchased by	: ANDES TOWN PLANNERS PVT LTD
Description of Document	: Article 40 Mortgage Deed
Property Description	: ROHTAS SUMMIT 7,8, AND 9 FLOOR TCG 3/3, VIBHUTIKHAND GOMTI NAGAR LUCKNOW
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANDES TOWN PLANNERS PVT LTD
Second Party	: IFCI LIMITED
Stamp Duty Paid By	: ANDES TOWN PLANNERS PVT LTD
Stamp Duty Amount (Rs.)	: 5,00,000 (Five Lakh only)

32070

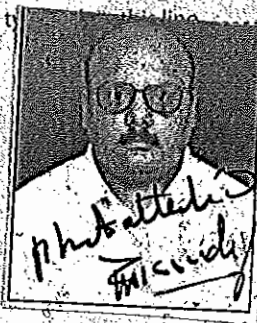


Please write or type the following line



For Andes Town Planners Pvt. Ltd.

Authorised Signatory



Hydric Farm Inputs Ltd.

Director/Authorised Signatory

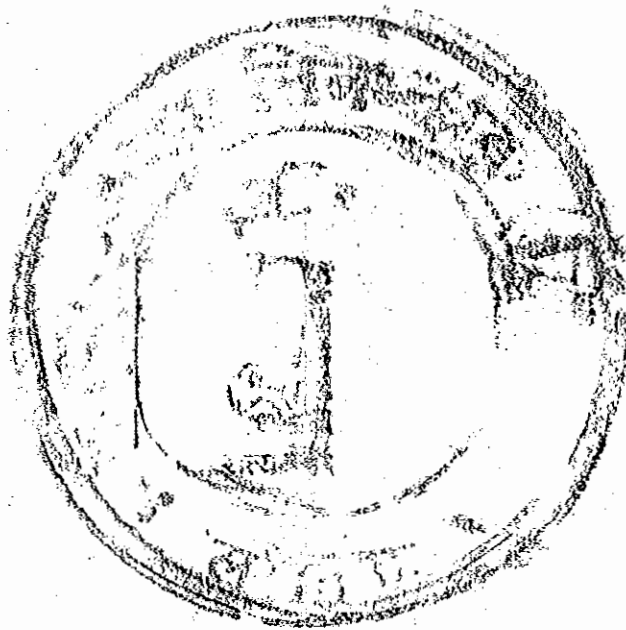


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#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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## INDENTURE OF MORTGAGE

**THIS INDENTURE OF MORTGAGE** (this "Indenture") is executed at Lucknow on this 8th day of Oct 2015 by:

**ANDES TOWN PLANNERS PRIVATE LIMITED**., a company incorporated under the Companies Act, 1956 with Corporate Identity Number U70109DL2006PTC152579 having its Registered Office at 55 - T , Sector - 8 , Jasola Vihar , New Delhi - 110025 in the State of New Delhi through its Authorised Signatory Mr. Paresh Rastogi , aged about 53 years, r/o 803 , Rohtas Court, Lucknow (hereinafter referred to as "**the Mortgagor(s)**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

**AND**

**M/s. HYDRIC FARM INPUTS LTD.**, a Company incorporated and registered under the Companies Act, 1956 with CIN UO1111DL2003PLC123426 and having its Registered Office at 34 Rohtas Enclave, Phase II, Ravindrapalli, Faizabad Road Lucknow- 226001, Uttar Pradesh and a corporate office at Flat No 2 , First Floor , F-50 B, Madhu Vihar Extension , Patparganj, in the state of New Delhi- 110092 (hereinafter referred to as "**the Confirming Party**" or "**HFIL**" or "**the Borrower**" or "**the Company**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

**IN FAVOUR OF**

**IFCI LIMITED**, a company registered under the Companies Act 1956 with Corporate Identification Number L74899DL1993PLC053677 having its registered office at IFCI Tower, 61 Nehru Place, New Delhi 110 019 and having one of its Regional Offices at Regency Plaza, Opp. Civil Hospital, 5 Park Road, Lucknow-2226001 through its Authorised Signatory Mr. Soumitra Sengupta, aged about 47 years, (hereinafter referred to as the "**Lender**" and/or "**Mortgagee**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

**WHEREAS:**

- (1) At the request of the Borrower, the Lender has sanctioned a Corporate Loan Facility of **Rs.25.00 Crore (Rupees Twenty Five Crore Only)** to the Borrower on the terms and conditions contained in the Corporate Loan Agreement dated 18<sup>th</sup> September 2015 executed between the Lender and the Borrower (hereinafter referred to as "**Loan Agreement**").
- (2) That one of the conditions of the said Loans is that the amount of financial assistance together with all interest, liquidated damages, costs, expenses and other monies shall be secured, inter alia, by the following property of the Mortgagor:

Property situated at Rohtas Summit, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Floor TCG 3/3, Vibhuti Khand, Gomti Nagar, Lucknow belonging to M/s. Andes Town Planners Private Limited, AT & POST :- Lucknow

All that piece and parcel of non-agricultural lands, together with all premises, buildings and structures being, lying and situate thereon situated at Village Lucknow, Dist. Lucknow within Registration Sub-District of Taluka Lucknow District, Sub - Registrar 2 together with all the

For Andes Town Planners Pvt. Ltd.

Authorised Signatory



Hydric Farm Inputs Ltd.

Director/Authorised Signatory

buildings, structures, fittings and fixtures thereon, both present and future, more particularly prescribed below hereunder:-

Sno.	Floor.	Area in SQFT	East	West	South	North	Type of Property
1.	7	23732	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
2.	8	29251	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
3.	9	29251	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
	TOTAL	82234					

more particularly described in the **Schedule** hereunder (and hereinafter referred to as the "**Mortgaged Property.**")

- (3) The Mortgagor is seized and possessed of and/or otherwise well and sufficiently entitled to all those places and parcels of lands being the Mortgaged Property together with all the buildings and structures and sheds constructed and/or to be constructed thereon, more particularly described in the **Schedule I** hereunder written.
- (4) The Mortgagors have complied with all legal requirements and have obtained all approvals, clearances, consents and permits and such other clearances as may be required or expedient for creation of the security expressed to be created hereunder in favour of the Mortgagee for securing the Mortgage Debt (as defined herein below).
- (5) The extract of the layout plan showing the Mortgaged Property is annexed hereto as **Schedule II.**
- (6) The said Mortgage Property is at present not mortgaged in favour of any party.
- (7) Accordingly, the Mortgagee and the Mortgagors have agreed that the security to be created on the aforesaid immovable and other property shall be by way of a simple mortgage, being these presents.

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

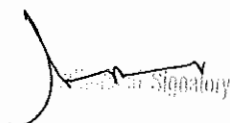
## 1. DEFINITIONS & CONSTRUCTION

### 1. DEFINITIONS

For the purposes of this Indenture, capitalised terms used in this Indenture, unless otherwise defined herein, shall have the meanings set forth in the Loan Agreement. In this Indenture, unless the context otherwise requires, the following words shall have the following meanings:

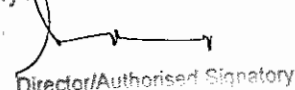
- 1.1 **Events of Default** shall mean any events of default (howsoever called) as stated in Article VII of the Loan Agreement dated 18<sup>th</sup> September, 2015 and shall include any breach of the obligations of the Borrower under this Indenture.
- 1.2 **Facility Documents** shall mean the Loan Agreement dated 18<sup>th</sup> September, 2015, together with the accepted Letter of Intent dated 19/08/2015 and all other documents and agreements relating to the Mortgage Debt.

For Andes Farm Pharms Pvt. Ltd.

  
Director/Authorised Signatory



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Director/Authorised Signatory

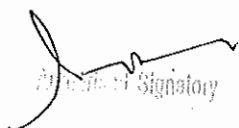
- 1.3 **Mortgage Debt** means the Corporate Loan of Rs.25.00 Crore (Rupees Twenty Five Crore Only) sanctioned to the Borrower and all such amounts payable by the Borrower to the Lender under the Facility Documents.
- 1.4 **Final Settlement Date** means the date on which the whole of the Mortgage Debt has been paid in full, to the satisfaction of the Lender in terms of the Loan Agreement dated 18<sup>th</sup> September, 2015.
- 1.5 **Governmental Authority** means any agency, authority, central bank, department, legislature, minister, ministry, official or public, regulatory or statutory Person or state-owned organization (whether autonomous or not) of, the government of, that state or any political sub-division in or of that state, any Person who in any capacity whatsoever then owns, holds, administers or controls any of the reserves of that state, any court, tribunal or judicial body.
- 1.6 **Law** means any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, circular, notification, clarification, guidelines, instruction or requirement having the force of law, and "lawful" and "unlawful" shall be construed accordingly.
- 1.7 **Person** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, company, institution, public benefit corporation, other entity, government (whether federal, central, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof) or Governmental Authority.
- 1.8 **Power of Sale** has the meaning given to such term in Section 13 (a) (*Enforcement without the intervention of Court*).
- 1.9 **Proceedings** have the meaning given to such term in Section 30.1 (*Jurisdiction*).
- 1.10 **Receiver** has the meaning given to such term in Section 15.1 (*Appointment of Receiver*).
- 1.11 **Secured Party** shall mean the Lender/Mortgagee.
- 1.12 **Security Interest** means right, title and interest of any kind created in favour of, or for the benefit of the Mortgagee to secure the obligations of the Mortgagors and includes any mortgage, charge, pledge, lien, easement, hypothecation, assignment or other encumbrance in favour of, or for the benefit of the Mortgagee.
- 1.13 **Tax** means any present or future tax, levy, impost, duty, charge, withholding, cess, other levies and all amounts of a similar nature owed to any Governmental Authority (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

## CONSTRUCTION

In this Indenture, unless the context requires otherwise:

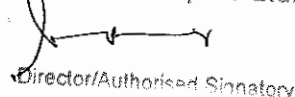
- (a) the Recitals shall be construed as part of this Indenture;
- (b) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;

Hydric Farm Inputs Pvt. Ltd.

  
Director/Authorised Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorised Signatory

- (c) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (d) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (e) the word "will" shall be construed to have the same meaning and effect as the word "shall";
- (f) any reference in this Indenture, to this Indenture or any other agreement or document shall be construed, without limitation, as a reference to this Indenture or, as the case may be, such other agreement or document, in each case as the same may have been, or may from time to time be, amended, varied, novated, acceded to or supplemented and any reference to any statutory provision shall include such provision and any regulations made thereunder and any statutory re-enactment, modification or replacement thereof;
- (g) any reference herein to any Person shall be construed to include such Person's permitted successors, transferees and assigns;
- (h) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Indenture in its entirety and not to any particular provision hereof;
- (i) all references herein to Sections, Annexes, Exhibits, Schedules and Parts shall be construed to refer to Sections, Annexes, Exhibits, Schedules and Parts to, this Indenture;
- (j) a "month" is a reference to a calendar month or a period starting on one day in a calendar month and ending on the day immediately preceding the numerically corresponding day in the next succeeding calendar month, and references to "months" shall be construed accordingly;
- (k) the "winding-up", "bankruptcy", "dissolution" or "insolvency", of a company or corporation shall be construed so as to include, without limitation, any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of temporary or permanent suspension of payment, liquidation, winding-up, re-organisation, dissolution, judicial management, administration, arrangement, adjustment, protection or relief of debtors and whether voluntary or involuntary;
- (l) the Section titles and Table of Contents contained in this Indenture are for convenience of reference only and shall not affect the meaning or interpretation of the provisions of this Indenture;
- (m) all Annexes, Schedules, and other attachments hereto, or expressly identified as part of this Indenture, are incorporated herein by reference, and taken together with this Indenture, shall constitute but a single agreement;
- (n) unless otherwise specified, in this Indenture, in the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including", respectively; and
- (o) save where the contrary is indicated, any reference in this Indenture to a time of day shall be construed as a reference to local time in New Delhi, India;

For Andes Term Planners Pvt. Ltd.

*[Signature]*  
Authorized Signatory



Hydric Farm Inputs Ltd.

*[Signature]*



- (p) 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 organization.

## 2. BENEFIT OF INDENTURE

The Security Interest created by the Mortgagor in favour of the Mortgagee, under this Indenture in respect of the Mortgaged Property, including the covenants and mortgages given by the Mortgagors pursuant hereto, shall be held by the Mortgagee subject to the powers and provisions contained herein for the due payment of the Mortgage Debt due to the Mortgagee.

## 3. COVENANT TO PAY

Pursuant to the Facility Documents the Mortgagor/borrower covenants and agrees with the Mortgagee that the Mortgagor shall comply with the terms and conditions of the Facility Documents and shall repay or pay the Mortgage Debt in accordance with the Facility Documents and this Indenture.

## 4. GRANT AND ASSIGN

For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt hereby secured or intended to be hereby secured, the Mortgagors doth hereby grant, convey, assure, mortgage and assign unto the Mortgagee by way of a mortgage and charge all the rights, title, interest, benefits, claims and demands in all and singular the freehold lands and any interest in the Mortgaged Property more particularly described in the Schedule hereunder written together with all the beneficial right, title and interest of the Mortgagors in respect of such properties and 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 rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, right of way, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagors into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (the "Mortgaged Property"), TO HAVE AND TO HOLD all and singular the Mortgaged Property unto and to the use of the Mortgagee and for the benefit of the Mortgagee in accordance with these presents.

## 5. NATURE OF SECURITY

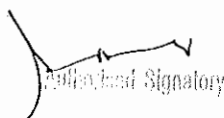
### 5.1 Ranking

The Mortgagors shall create **EXCLUSIVE CHARGE** in respect of the Mortgaged Property by way of Registered Mortgage in favour of the Mortgagee and for the benefit of the Mortgagee.

### 5.2 Continuing Security

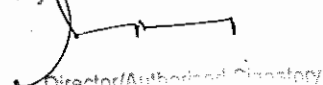
The security created by or pursuant to these presents is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate

For Andas Torm Planners Pvt. Ltd.

  
Authorized Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorized Signatory

satisfaction by the Mortgagors of any part of the Mortgage Debt in accordance with the Facility Documents. This security may be enforced against the Mortgagors without first having recourse to any other rights of the Mortgagee against the Mortgagors or any other Person(s).

### 5.3 Other Security

This security is in addition to and without prejudice to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security Interest, right of recourse, guarantee, indemnity or other right or remedy whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Mortgagors or any other Person, in respect of the Mortgage Debt.

### 5.4 Cumulative Powers

The powers which this Indenture confers on the Secured Party and any Receiver appointed hereunder are cumulative and without prejudice to their respective powers under Law and Facility Documents, and may be exercised as often as the Secured Party or the Receiver thinks appropriate in case of an Event of Default; the Secured Party or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever and the Mortgagors acknowledges that the respective powers of the Secured Party and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Secured Party or Receiver as relevant.

### 5.5 Avoidance of Payments

Notwithstanding that the Mortgagors, borrower or any other Person may have paid all amounts in respect of the Mortgage Debt, if any Security Interest, disposition or payment granted or made to Mortgagee by the Mortgagors or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any Law relating to bankruptcy, insolvency, liquidation, winding-up, industrial sickness, composition or arrangement for the time being or from time to time in force or for any other reason then for the purpose of this Indenture the amount so avoided, set aside, ordered to be surrendered, paid away, refunded, reduced or shared shall not be considered to have been paid and the Secured Party shall be entitled thereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

### 5.6 Additional Security

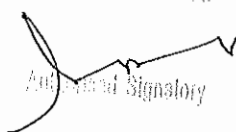
If, at any time during the subsistence of this Indenture, the Mortgagee is of the opinion that the security provided by the Mortgagors under this Indenture or otherwise has become inadequate to secure the Mortgage Debt, then upon notice to that effect by the Mortgagee, or upon knowledge of the same by the Mortgagors, the Mortgagors/borrower shall provide and furnish such additional security as may be acceptable to the Mortgagee in respect of such inadequacy to maintain the requisite security cover in terms of the Loan Agreement.

### 5.7 Easements

For the consideration aforesaid, the Mortgagors do hereby irrevocably grant full and free rights and liberty to pass, re-pass and have unfettered access at all times to the Mortgaged Property and over the other vacant lands, hereditaments around the Mortgaged Property to the Mortgagee and their nominees, agents and representatives. The Mortgagors shall not encumber or create any charge or lien to any Person on the access road or create any obstruction and or construction on the said access road or cause any hindrance and or obstruction for the free movement of the Mortgagee or his agent or his successors in title.

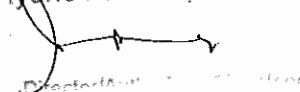
### 5.8 Further Assurance and Undertakings

The Ladies Farm Finance Pvt. Ltd.

  
Authorized Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorized Signatory



The Mortgagors further assures, confirms and undertakes as under:

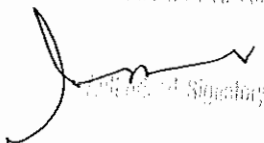
- (a) That the Mortgagee shall have right, title and interest on all the approvals, certificates, licenses obtained by the Mortgagors for development of the Mortgaged Property.
- (b) That in the event of enforcement of the Mortgaged Property by the Mortgagee, at the discretion of the Mortgagee, its duly appointed nominee or its successor in title shall be entitled to develop the Mortgaged Property on the basis of the existing approved development plan with such modifications as may be approved for such development. The existing approvals, permissions, grants, license and proceedings pertaining to the Mortgaged Property shall be deemed to be the permissions, approvals, grants, license and proceedings for the development of the Mortgaged Property.
- (c) That the Mortgagors shall not surrender any portion of the Mortgaged Property to any Person and/or sub-divide the Mortgaged Property and/or change, modify, amend the existing approved development plan or approvals, licenses, permissions, grants etc. with respect to the Mortgaged Property without prior written approval of the Mortgagee or nominee or its successor in title.
- (d) The Mortgagors shall not deposit the documents relating to the title of the Mortgaged Property to any bank or financial institution with an intent to create any encumbrance, lien, right in the favour of any bank or financial institution without the prior written consent of the Mortgagee.
- (e) The Mortgagors shall not modify, amend, change, surrender the documents pertaining to the development of the Mortgaged Property and also the approvals obtained from any Governmental Authority.
- (f) All the original agreements, deeds, writings including but not limited to the documents pertaining to the development of the Mortgaged Property shall be in the safe custody of the Lender.
- (g) There is no adverse order such as cancellation of approvals, licenses, permissions, etc. pertaining to the development of the Mortgaged Property from any Government Authority or Local Government Authority.
- (h) The Mortgagors shall take all possible steps to register the Mortgaged Property at the Sub-Registrar, Lucknow
- (i) The Mortgagors shall file necessary form before the concerned ROC registering charge in respect of the Mortgaged Property within such period as maybe stipulated by the Lender

#### 5.9 Distribution of Payments

All moneys received or recovered by the Mortgagee pursuant to this Indenture and/or the powers hereby conferred shall be applied towards discharging the Mortgage Debt in accordance with the Facility Documents. Any surplus of such moneys pursuant to application thereof shall be paid over to the Mortgagors and/or its nominee or whosoever may be lawfully entitled to receive such surplus.

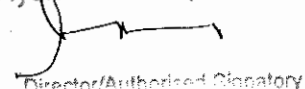
#### 6. PROVISION FOR REDEMPTION

For Andas Agro Farmers Pvt. Ltd.

  
Director/Authorized Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorized Signatory

On the Final Settlement Date, the Mortgagee, shall upon the written request and at the expense of the Mortgagors, reassign, 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 from the Security Interest created hereunder for the benefit of the Mortgagee, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party, such of the Mortgaged Property or only such part of the Mortgaged Property as have not therefore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. *Provided* that such reassignment, retransfer or release shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge. On the Final Settlement Date and pending formal execution by the Secured Party of documents, which would assign, re-transfer or release the Mortgaged Property, all rights, interest, benefits and title in the Mortgaged Property held by the Secured Party pursuant to these presents shall be deemed to vest in the Mortgagors. The Mortgagors shall indemnify the Secured Party against any loss, damage or depreciation of any kind, except routine wear and tear, which may occasion to the Mortgaged Property during such period.

## 7. DECLARATIONS AND WARRANTIES

- 7.1 In order to induce the Secured Party to enter into the Facility Documents and to induce the Secured Party to accept the present mortgage security, the Mortgagors have made the representations and warranties set forth in the loan Documents, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.
- 7.2 The Mortgagors acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.
- 7.3 The Mortgagors further confirm and warrant that:
- (a) the Mortgagors is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken / shall take all necessary corporate actions to authorise the execution, delivery and performance by it of this Indenture;
  - (b) this Indenture, when executed and delivered, will constitute its legal, valid and binding obligation;
  - (c) neither the execution and delivery by the Mortgagors of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of 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;
  - (d) the Mortgagors do not have any outstanding Security Interest or obligation to create Security Interest with respect to the Mortgaged Property other than the Security Interest created hereunder;
  - (e) the Mortgagors are lawfully possessed of a valid and subsisting freehold or other interest in immovable property for the purposes of the Mortgage Debt;
  - (f) the provisions of this Indenture are effective to create in favour of the Mortgagee for the benefit of the Mortgagee, a legal, valid and binding security expressed to be created in

For Andus term 25/01/2013



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Section 4 (*Grant and Assign*) on all of the Mortgaged Property on which the Mortgagors purports to grant Security Interest pursuant hereto;

- (g) all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective Security Interest on all right, title, estate and interest of the Mortgagors in the Mortgaged Property and all approvals, permits and consents required under Law for the creation, effectiveness, priority and enforcement of such Security Interest have been obtained; and
- (h) all necessary consents and approvals from Governmental Authority has been obtained for execution, delivery and performance of this Indenture.
- (i) the Mortgaged Property is not under any reservation and that the same is absolutely owned by the Mortgagors and
- (k) there is no pending litigation, lis-pendens against the Mortgagors over the Mortgaged Property.

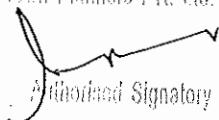
## 8. COVENANTS AND PERMITTED USE

8.1 The Mortgagors shall observe and perform each of the covenants set forth in the loan Documents, which covenants are hereby incorporated herein by reference and made a part of this Indenture as if such covenants and other relevant provisions were set forth in full herein.

8.2 In addition to the covenants set forth in Section 8.1 above, subject to the terms of Law, the Mortgagors do hereby further covenant that:

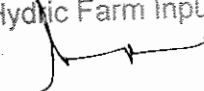
- (a) upon the occurrence and during the continuance of an Event of Default, then and in any such case it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Property and any future assets comprised in these presents and thenceforth the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Secured Party to quietly 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 Persons whomsoever, and upon the taking of such action, the Secured Party 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) the Mortgagors and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Property and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the 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 Property and any future assets comprised in these presents unto and to the use of the Mortgagee for the benefit of the Mortgagee on the terms of these presents as shall be requested in writing by any of the Secured Party and in particular the Mortgagors shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Property whether to the Secured Party or to their nominees and shall give all notices, orders and directions which any of the Secured Party may think

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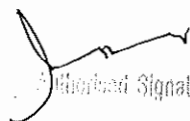
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expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as any of the Secured Party may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Mortgaged Property or any part thereof and it shall be lawful for the Secured Party to make or consent to make any such application in the name of the Mortgagors and, for the purposes aforesaid, a certificate in writing signed by any of the Secured Party to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact;

- (c) the Mortgagors shall, at all times during the continuance of these presents and the Security Interest hereby created, duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagors in respect of the Mortgaged Property 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 Property from becoming charged with the payment of any such imposts, duties and Taxes payable by the Mortgagors and shall punctually discharge all claims and pay, all the Taxes, duties and imposts which by Law are lawfully payable by the Mortgagors and would affect the Security Interest created hereunder. If the Mortgagors fails to pay the imposts, stamp duties, other duties, Taxes or other charges payable hereinabove, then the Secured Party may (but are not obligated to) pay such amounts, on behalf of the Mortgagors. Any money paid by the Secured Party as aforesaid, shall constitute a part of the Mortgage Debt;
- (d) 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 Property 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 Party of any notice of defect or warrant of repair given pursuant to any inspection carried out by the Secured Party or their representative under paragraph (e) below, repair and make good the same to the satisfaction of the Secured Party. In case the Mortgagors fails to keep in proper order, repair and in good condition the Mortgaged Property or any part thereof, then the Secured Party may, but shall not be obligated to, maintain in proper order or repair or condition the Mortgaged Property or any part thereof and any expense incurred by the Secured Party and its costs and charges therefore shall be reimbursed by the Mortgagors and such amounts shall form a part of the Mortgage Debt;
- (e) the Mortgagors shall permit the Secured Party and their authorised representatives, servants and agents either alone or with workmen and others, upon prior notice, from time to time and at all times to enter into and upon all Mortgaged Property and any future assets to inspect the same and pay all travelling, hotel and other expenses of any Person whom the Secured Party may depute for the purpose of such inspection and if the Secured Party shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert;
- (f) the Mortgagors shall execute all transfers, conveyance, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may, by normal practice or by Law require, in relation to the Mortgaged Property or in relation to the creation, perfection or enforcement of the Security Interest expressed to be created hereunder in accordance with the terms of these presents;

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- (g) the Mortgagors shall ensure that the Mortgaged Property mortgaged, charged and assigned hereunder continue to remain the absolute property of the Mortgagors and at the disposal of the Mortgagors save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Secured Party and any dispositions expressly permitted under the Facility Documents;
- (h) the Mortgagors/borrower shall ensure that the Mortgaged Property shall be kept fully insured against loss or damages as may be required by any Secured Party due to any reason whatsoever and particularly against fire, theft, lightning, explosion, earthquake, riot, strike, civil commotion, storm, tempest, flood, marine risks, war risks, erection risks and/or such other risk(s) as any Secured Party may from time to time stipulate, with agreed 'bank clauses' in favour of the Secured Party or a Person designated by the Secured Party and acceptable to the Secured Party, with an insurance company of repute and upto the replacement value thereof as approved by the Secured Party. The Mortgagors shall deliver certified copies of the insurance policies and renewals thereof to the Secured Party along with a certificate from the statutory auditors of the Mortgagors that the Mortgaged Property has been adequately insured, if required. In the event of failure on the part of the Mortgagors to insure the Mortgaged Property or to pay the insurance premia or other sums referred to above, the Secured Party may, but without being obliged to do so, get the Mortgaged Property insured with such suitable 'bank clauses' and debit the premium and other charges to the account of the Mortgagors, and such amounts shall be reimbursed by the Mortgagors and shall form a part of the Mortgage Debt;
- (i) the Mortgagors shall forthwith give notice in writing to the Secured Party of commencement of any proceedings directly affecting the Mortgaged Property;
- (j) the Mortgagors shall reimburse all sums paid or expenses incurred by any Secured Party or any Receiver, attorney, manager, agent or other Person appointed by any Secured Party for all or any of the purposes mentioned in these presents, immediately on receipt of a notice of demand from them in this behalf, together with interest thereon, and in case of amounts payable to the Secured Party, at the rate set out in the Facility Documents, from the date the payment was made by the Secured Party, until the date of payment by the Mortgagors and as regards liabilities, the Mortgagors shall forthwith, on demand, pay and satisfy or obtain the releases of such Persons from such liabilities and if any sum payable under these presents shall be paid by the Secured Party, the Mortgagors shall, forthwith on demand, reimburse the same to the Secured Party and until payment or reimbursement of all such sums, the same shall form a part of the Mortgage Debt;
- (k) the Mortgagors shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Mortgaged Property;
- (l) the Mortgagors shall not sell or dispose of the Mortgaged Property or any part thereof or create thereon any Security Interest except as permitted under the Facility Documents; and
- (m) the Mortgagors shall deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

## 9. FAILURE TO PAY

The Mortgagors hereby agrees and declares that if upon the occurrence of an Event of Default the Mortgagors/borrower fails to pay to the Mortgagee the Mortgage Debt or any part thereof in

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the manner provided herein or in the Facility Documents then and in that event, the Mortgaged Property hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Mortgagors or any other Person or Persons interested in the equity of redemption thereof at any time thereafter and the Mortgagee shall be entitled to refuse to accept payment of the Mortgage Debt unless the Mortgagors or such Person or Persons shall have given to the Mortgagee one (1) month's previous notice in writing making an appointment to pay off the Mortgage Debt on any working day during banking hours 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 Mortgagors or such Person or Persons shall pay to the Mortgagee in addition to the Mortgage Debt and at the same time a further sum equivalent to one (1) month's interest on the Mortgage Debt at the rates applicable to the same under the Facility Documents and every failure on the part of the Mortgagors or 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 Mortgagee to a fresh notice of the same part of the default thereof or to one (1) month's further interest at the rates applicable to the same under the Facility Documents.

## 10. EVENTS OF DEFAULT AND REMEDIES

10.1 If any one or more of the Events of Default have occurred, the Secured Party may, without prejudice to any other rights and remedies it may have and without prior notice to the Mortgagors:

- (a) declare all or any part of the Mortgage Debt to be immediately (or on such dates as the Secured Party may specify) due and payable, whereupon they shall become so due and payable;
- (b) enforce the Security Interest created under this Indenture and sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Property or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Secured Party may consider fit with or without the intervention of the Court;
- (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 Property, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefore) and appoint another in place of any such Receiver, whether such Receiver is removed by the Secured Party or by an order of the court or otherwise ceases to be the Receiver;
- (e) enter into and upon and take possession of the Mortgaged Property and any future assets comprised in these presents and after the taking of such action the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly 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 Persons whomsoever, and upon the taking of such action, the Secured Party 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, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Secured Party or that of their officers or employees or assignee or designee or agent, *provided* that the Secured Party may at any time afterwards give up possession of the Mortgaged Property or

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any of them or any part or parts thereof to the Mortgagors either unconditionally or upon such terms and conditions as it may specify;

- (f) take all such other action expressly or impliedly permitted under this Indenture or under the Law.

10.2 The Secured Party shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf as it deems fit and may, in that behalf, adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with Law and the Facility Documents.

## 11. NOTICE OF EVENT OF DEFAULT

If any Event of Default has occurred or is reasonably likely to occur, the Mortgagors shall, forthwith give notice thereof to the Secured Party, in writing, specifying the nature of the Event of Default.

## 12. EXPENSES

All expenses incurred by the Secured Party after occurrence and during the continuation of an Event of Default including in connection with:

- (i) the preservation or protection of the Mortgagor's assets (whether then or thereafter existing);
  - (ii) the protection of the interests of the Mortgagee;
  - (iii) enforcement of any Security Interest; and
  - (iv) collection of amounts due to the Mortgagee.
- shall be payable by the Mortgagors and shall form a part of the Mortgage Debt.

## 13. ENFORCEMENT WITHOUT INTERVENTION OF COURT

Notwithstanding anything to the contrary contained herein, it is hereby agreed and declared as follows:

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

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of the Transfer of Property Act, 1882 (such power hereinafter referred to as the "Power of Sale");

- (b) no Power of Sale and/or assignment contained in these presents shall be exercised by the Secured Party unless and until there exists an Event of Default by the Mortgagors towards payment of Mortgage Debt any part thereof owing to the Mortgagee as per the terms of the loan Documents and after a notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amount of Mortgage Debt or any part thereof as may for the time being be due, shall have been served on the Mortgagors;
- (c) without prejudice to the rights conferred on the Secured Party by Section 69 of the Transfer of Property Act, 1882, no purchaser or other Person dealing with the Secured Party and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in paragraph (b) above 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 Interests created under these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall, as regards the safety and protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Mortgagors in respect of any breach of any of the Sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (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 Indenture as if the same were incorporated herein; and
- (e) upon any such sale/assignment as aforesaid, the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

**14. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT**

**Section 67A**

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

**Continued Possession**

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

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until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

#### Section 65A

The Mortgagors shall, while in lawful possession of the Mortgaged Property, have no power to make leases thereof, save and except to the extent as may be expressly permitted under the Facility Documents and with the prior written consent of the Lender, and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

### 15. POWER OF SECURED PARTY TO APPOINT RECEIVER

#### 15.1 Appointment of Receiver

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 Secured Party, at any time after the Security Interest hereby constituted shall have become enforceable, may by writing appoint as receiver (hereinafter referred to as the "Receiver") of the Mortgaged Property or any part thereof, one or more Persons, entities or any authorised officer or officers of such Person and may remove any Receiver so appointed and appoint another in his stead.

#### 15.2 Status, Powers and Remuneration of Receiver:

15.2.1 Appointment of any Receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Property in an Event of Default.

15.2.2 Such Receiver, in the event of default, may, from time to time, be vested with such of the rights, powers, authorities and discretions exercisable on behalf of the Secured Party set forth herein or under Law or as the Secured Party may think expedient including the following rights, powers and authorities with respect to the Mortgaged Property:

- (a) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Property and for that purpose, to take any proceedings and enforce any order or judgement in the name of the Mortgagors or otherwise as the Receiver shall consider fit;
- (b) to manage or carry on or concur in carrying on the business of the Mortgagors pertaining to the Mortgaged Property as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the Receiver;
- (c) to make any arrangement or compromise between the Mortgagors and any other Person or pay any compensation or incur any obligation which the Secured Party or the Receiver shall consider fit;
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Property on such terms (with or without security) as the Receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a Security Interest on the whole or any part of the Mortgaged Property ranking paripassu with the Security Interest created hereunder;

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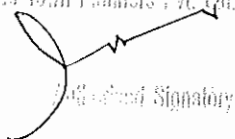


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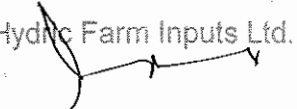
- (e) to make calls, conditionally or unconditionally, on the shareholders of the Mortgagors in respect of uncalled capital;
- (f) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Property in such manner and generally on such terms and conditions as the Secured Party 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;
- (g) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Property and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Property, in every such case as the Secured Party or the Receiver shall consider fit;
- (h) to obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Receiver shall consider fit;
- (i) to redeem any Security Interest and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagors and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (j) 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 Property or any part thereof;
- (k) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Property or any part thereof as the Receiver shall consider fit;
- (l) to sell, lease or otherwise dispose of all or any part of Mortgaged Property;
- (m) 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 the Mortgaged Property and do all acts and things incidental thereto;
- (n) to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Property against loss or damage and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- (o) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagors or otherwise;
- (p) 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 Party 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 Property;
- (q) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Property

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as is the subject to the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

- (r) 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 rate set out in the Facility Documents as the case may be, from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.

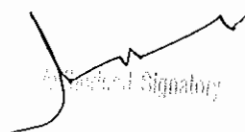
- 15.2.3 Unless otherwise directed by the Secured Party, such Receiver may exercise all the rights, powers, authorities and discretions herein or by Law vested in the Secured Party.
- 15.2.4 Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party.
- 15.2.5 Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, the Secured Party may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Property.
- 15.2.6 The Secured Party 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 Party shall not be bound in any case to require any such security.
- 15.2.7 The Secured Party 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.
- 15.2.8 All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under the provisions hereof.
- 15.2.9 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.
- 15.2.10 The Receiver shall, in the exercise of its powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Secured Party.

## 16. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to the generality of Section 15 (*Power of Secured Party to Appoint Receiver*), the Mortgagors do hereby expressly agree with the Secured Party that neither the Secured Party nor any Receiver appointed as aforesaid shall, by reason of the Secured Party or such Receiver entering into or taking possession of the Mortgaged Property or any part thereof, be liable to the Mortgagors to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

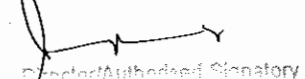
## 17. APPLICATION TO COURT

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## 18. PROTECTION OF SECURED PARTY AND RECEIVER; LIMITATION OF LIABILITY

## 19. COSTS AND EXPENSES

19.2 The Mortgagors shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums and expenses incurred or paid by the Secured Party or any of them in connection with and incidental to or in connection with or pursuant to these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Restructuring Document including any cost incurred in the assertion or defence of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Property and/or any Security Interest created pursuant to the Facility Documents and for the demand, realisation and recovery of the Mortgage Debt shall be added to the Mortgage Debt and be secured hereby.

### 20.1 Stamp Duty and Other Fees on Execution, Registration, etc.

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certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture

**20.2 Reimbursement Obligations**

All costs, expenses, charges and fees paid or incurred by the Secured Party as provided in Section 19 (*Costs and Expenses*), Section 20 (*Stamp Duty and Reimbursement of Expenses*) or elsewhere in these presents, shall be for the account of the Mortgagors and the Mortgagors undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or their authorised agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the rate set out in the Facility Documents, as the case may be, from the date the Mortgagors receives notice thereof from the Secured Party and/or their agents, representatives, successors and assigns until reimbursed by the Mortgagors, and all such sums and costs shall be added to the Mortgage Debt and be secured under these presents.

**21. INDEMNITY**

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

**22. ATTORNEY**

**22.1 Appointment**

The Mortgagors in case of any Event of Default shall irrevocably appoints the Secured Party as well as each Receiver to be appointed under these presents 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 authorized 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 these presents or by Law conferred on the Secured Party or any Receiver appointed by Secured Party and also to execute on behalf of the Mortgagors at the cost of the Mortgagors the powers hereunder or by Law conferred on the Secured Party 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 realization of the security and the Mortgagors shall bear the expenses that may be incurred by the Secured Party or any Receiver in that behalf as provided in these presents.

**22.2 Ratification**

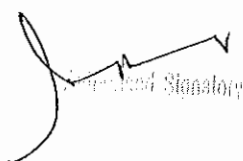
The Mortgagors covenants with the Secured Party to ratify and confirm all acts or things made done or executed by any attorney as contemplated by Section 22.1 (*Appointment*) hereinabove.

**23. LIABILITY TO MORTGAGEE FOR DEFICIENCY**

The Mortgagors shall remain liable to the Mortgagee for any deficiency occurring, arising or existing under the Facility Documents.

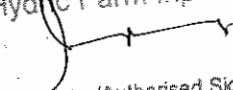
**24. RIGHT OF THE SECURED PARTY TO CARRY ON BUSINESS**

and Andes Farm Planners Pvt. Ltd.

  
Authorized Signatory

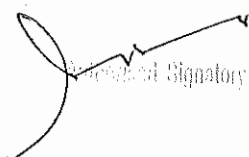


Hydric Farm Inputs Ltd.

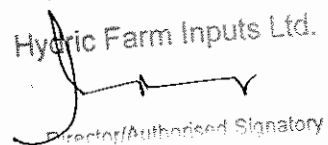
  
Director/Authorised Signatory

- 24.1. Upon occurrence of any Event of Default and upon the Security Interest hereby constituted becoming enforceable and after the Secured Party shall have made entry or taken possession of the Mortgaged Property and until the Mortgaged Property shall be sold, called in, collected or converted under the Power of Sale, the Secured Party may, if they shall think fit so to do but not otherwise, either themselves carry on and manage the business of the Mortgagors in and with the Mortgaged Property or any of them or appoint a Receiver to carry on and manage the same and the Secured Party or the Receiver may manage and conduct the same as they shall in their discretion think fit.
- 24.2 The Secured Party or the Receiver so appointed may, subject to the receipt of any governmental approvals that may be required, for the purpose of carrying on the said business do all or any of the following acts and things viz:-
- (a) employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Secured Party or the Receiver shall think proper;
  - (b) renew or replace such plant as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Property;
  - (c) acquire and provide all such machinery, materials and things as the Secured Party or the Receiver may consider necessary;
  - (d) insure all or any of the Mortgaged Property of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Secured Party or the Receiver shall think fit;
  - (e) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Property or in any way relating to the security and execute, releases or other discharges in relation thereto;
  - (f) bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Property;
  - (g) allow time for payment of any debt with or without security;
  - (h) subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Property or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Secured Party or the Receiver shall think fit;
  - (i) exchange any part or parts of the Mortgaged Property for any other security or property suitable for the purposes of the Mortgagors and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;
  - (j) assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Property and, in particular, the terms of any concession or licence for the time being held;

For Andhra Farm Inputs Pvt. Ltd.

  
Director/Authorised Signatory



Hydric Farm Inputs Ltd.  
  
Director/Authorised Signatory

- (k) execute and do all such acts, deeds and things as to the Secured Party or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;
- (l) the Secured Party or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Property as the Secured Party or the Receiver could do or cause to be done if the Secured Party or the Receiver had the absolute possession of the Mortgaged Property and had carried on the said business without being answerable for any loss or damage which may happen thereby.

## **25. WAIVER**

### **25.1 No Implied Waiver or Impairment**

No delay or omission of the Secured Party or any Receiver in exercising any right, power or remedy accruing to the Secured Party upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Secured Party 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 Party 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 Party herein provided are cumulative and not exclusive of any rights or remedies provided by Law or equity or in any of the other Facility Documents.

### **25.2 Express Waiver**

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

## **26. MISCELLANEOUS**

### **26.1 Amendment**

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

### **26.2 Limitation on Rights of Others**

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

## **27. NOTICES**

### **Notices and Addresses**

All notices and other communication required to be given hereunder shall be (a) in writing and (b) sent by facsimile message or sent by courier, registered post and/or hand delivery in person, at the address or facsimile number, in case of the Mortgagors, as set out below, and in respect of each of the Mortgagee, as set forth hereinunder respectively marked for the attention of the person(s) or department specified therein or such other address as may be notified to the other Parties by not less than fourteen (14) days' prior written notice.

### **For Mortgagor:**

Name: Mr Paresh Rastogi

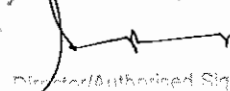
Designation: Directors

For Arden Green Finance Pvt. Ltd.

  
Authorized Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorized Signatory

Office Address: 27/18, Raja Ram Mohan Rai Marg, Lucknow  
Tel.: 0522-2204884  
Fax: 0522-2204885

**For Confirming Party:**

Name : Mr Paresh Rastogi  
Designation: Directors  
Office Address: 27/18, Raja Ram Mohan Rai Marg, Lucknow  
Tel.: 05222204885  
Fax: 05222204884

**For the Mortgagee:**

Name: Soumitra Sengupta  
Designation: Deputy General Manager  
Office Address: Regency Plaza, Opp Civil Hospital, 5 Park Road, Lucknow  
Tel.:  
Fax:

**Communications**

All such notices and communications shall be effective (a) if sent by facsimile message, when sent (on receipt of a confirmation to the correct facsimile number); (c) if sent by hand delivery, when delivered; (d) if sent by courier, one (1) Business Day after deposit with a courier 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.

An original of each notice and communication sent by facsimile message shall be dispatched by hand delivery, or courier and, if such person or courier service is not available, by registered post with postage prepaid, *provided* that the effective date of any such notice shall be determined in accordance with sub-clause (a) or (b) above, as the case may be, without regard to the dispatch of such original.

**English Translation**

Each communication and document made or delivered by one Party to another pursuant to this Indenture shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the Person making or delivering the same) as being a true and accurate translation thereof.

**28. PROVISIONS SEVERABLE**

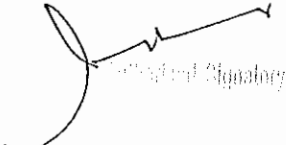
Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions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

**29. GOVERNING LAW**

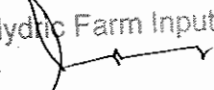
This Indenture shall be governed by and construed in accordance with Indian law.

**30. JURISDICTION**

The Mortgagor agrees that the courts and tribunals at Lucknow or New Delhi in India (as may be permitted by Law), shall have jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together,

For Andes Farm Phosphates Pvt. Ltd.  
  
Director/Authorised Signatory



Hydric Farm Inputs Ltd.  
  
Director/Authorised Signatory

for the purposes of this Section, referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such courts or the tribunals and the Mortgagors irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts or tribunals.

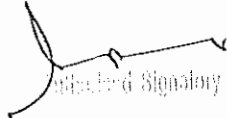
**31. PLACE OF PAYMENT**

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

**32. LIMITATION ON RIGHTS OF OTHERS**


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

For Authorised Signatory (Name): P.V. Ltd.

  
Authorised Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorised Signatory

**SCHEDULE I**

**DESCRIPTION OF THE MORTGAGED PROPERTY**

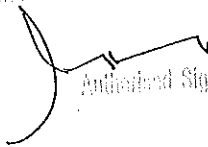
**DETAILS OF IMMOVABLE PROPERTIES BELONGING TO THE BORROWER-  
MORTGAGOR ADMEASURING APPROXIMATELY 82233.94 sqft ON WHICH  
EXCLUSIVE CHARGE IS CREATED IN FAVOUR OF IFCI LIMITED FOR SECURING THE  
FINANCIAL ASSISTANCE IN THE FORM OF CORPORATE LOAN OF Rs. 25,00,00,000/-**

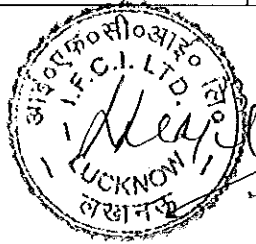
**A: Property at Rohtas Summit , 7<sup>th</sup> , 8<sup>th</sup> and 9<sup>th</sup> Floor TCG 3/3 , Vibhuti Khand , Gomti Nagar ,  
Lucknow belonging to M/s. Andes Town Planners Private Limited, AT & POST :- Lucknow**

A] All that piece and parcel of non-agricultural landS, together with all premises, buildings and structures being, lying and situate thereon situated at Village \_Lucknow, Dist. Lucknow within Registration Sub-District of Taluka \_lucknowDistrict \_\_\_\_\_, Sub – Registrar 2 together with all the buildings, structures, fittings and fixtures thereon, both present and future, more particularly prescribed below hereunder:-

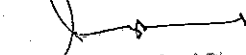
Sno.	Floor.	Area in SQFT	East	West	South	North	Type of Property
1.	7	23732	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
2.	8	29251	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
3.	9	29251	Open to Sky	Open to Sky	Open to Sky	Open to Sky	Commercial
	<b>TOTAL</b>	<b>82234</b>					

For Andes Town Planners Pvt. Ltd.

  
Authorized Signatory



Hydric Farm Inputs Ltd.

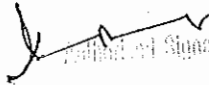
  
Director/Authorised Signatory



**SCHEDULE II**

**MAP/LAYOUT PLAN OF THE MORTGAGED PROPERTY**

For Andon Town Planners Pvt. Ltd.

  
Director/Authorised Signatory



Hydric Farm Inputs Ltd.

  
Director/Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री मनोज कुमार श्रीवास्तव

पुत्र श्री स्व.पी.एन.श्रीवास्तव

पेशा प्राई.नौकरी

निवासी 27/18, राजा राम मोहन राय मार्ग लखनऊ

व श्री प्रभजोत सिंह

पुत्र श्री शिवदेव सिंह

पेशा नौकरी

निवासी 2/5, विभूति खण्ड गोमती नगर लखनऊ

ने की ।

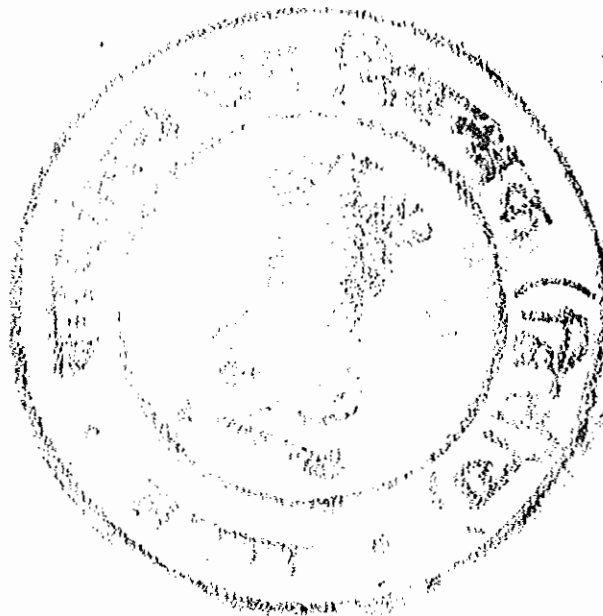
प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रार अधिकारी के हस्ताक्षर

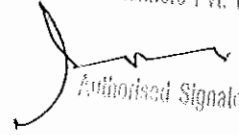
दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)  
लखनऊ

8/10/2015

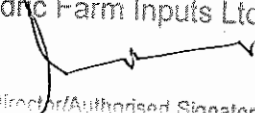


IN WITNESS WHEREOF the Mortgagor and the Lender have executed these presents at Lucknow on the day and year first hereinabove written.

The COMMON SEAL OF ANDES TOWN PLANNERS PRIVATE LIMITED has been affixed pursuant to the resolution of its Board of Directors passed in that behalf on the 19th day of Aug 2015 in the presence of Shri Paresh Rastogi, the Authorized Signatory who has signed these presents in token thereof.

For Andes Town Planners Pvt. Ltd.  
  
Authorized Signatory

THE COMMON SEAL OF HYDRIC FARM INPUTS LTD. , has pursuant to the Resolution passed in that behalf on the 19<sup>th</sup> day of August, 2015 passed by the Board of Directors hereunto been affixed in the presence of PARESH RASTOGI, Director and Authorised Signatory, who has signed these presents in token thereof.

Hydric Farm Inputs Ltd.  
  
Director/Authorised Signatory

SIGNED AND DELIVERED by IFCI LIMITED by the hand of its authorized official.

Name: Mr. Soumitra Sengupta

Assy  
Designation: Deputy General Manager

WITNESS:

- 1) Manoj Kumar Sengupta  
2) Prabhat Singh

Prabhat Singh

27/11/15 Prabhat Singh

Gomti Nagar

Lucknow



बंधक पत्र (बिना कब्जा)

250,000,000.00

10,000.00

40

10,040.00

2,000

बन्धक धनराशि

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री राकेश कुमार श्रीवास्तव त.मु. प्रतिनिधि मेसर्स एण्डस टाउन प्लानर्स प्रा.लि.

पुत्र श्री स्व.पी.डी.सिन्हा

व्यवसाय प्राई.नौकरी

निवासी स्थायी 13-ए, अवधपुरी विस्तार सर्वोदय नगर लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 8/10/2015 समय 4:02PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)

लखनऊ

8/10/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

बंधकी

बंधक कर्ता

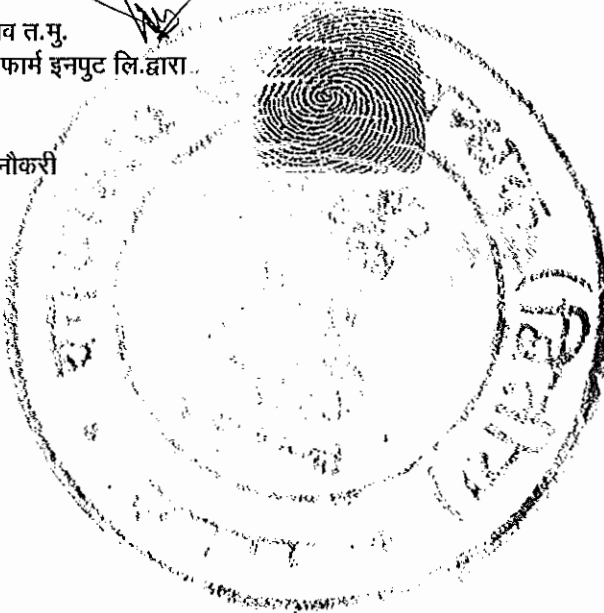
श्री राकेश कुमार श्रीवास्तव त.मु.  
प्रतिनिधि मेसर्स एण्डस टाउन प्लानर्स प्रा.लि.द्वारा  
अधि.ह.परेश रस्तोगी  
पुत्र श्री स्व.पी.डी.सिन्हा  
पुत्र/पत्नी श्री पेशा प्राई.नौकरी

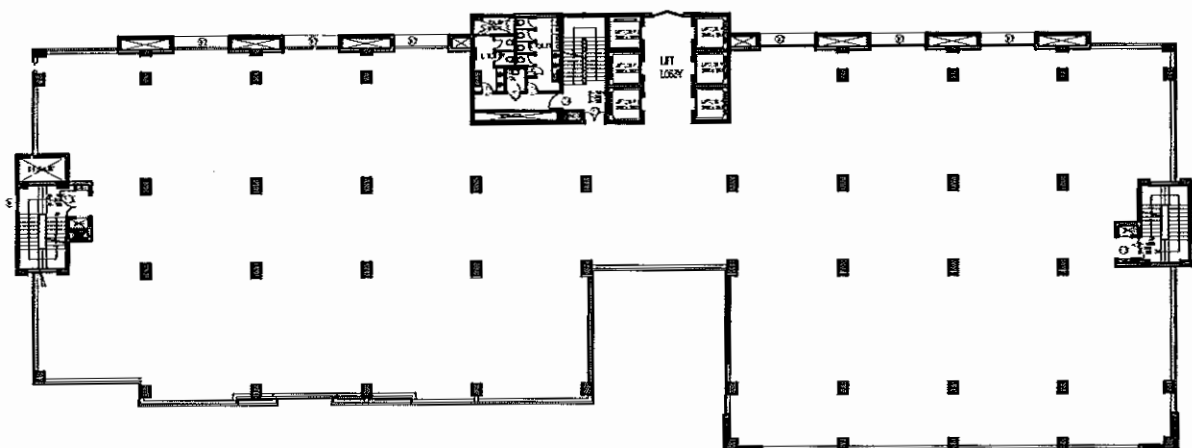
आई.एफ.सी.आई लि.द्वारा अधि.ह. सौमित्रसेन गुप्ता

पेशा व्यापार  
निवासी रिजेन्सी प्लाजा अपोजिट सिविल हास्पिटल, 5  
पार्क रोड लखनऊ



श्री राकेश कुमार श्रीवास्तव त.मु.  
प्रतिनिधि मेसर्स हाईड्रिक फार्म इनपुट लि.द्वारा  
निदेशक परेश रस्तोगी  
पुत्र श्री स्व.पी.डी.सिन्हा  
पुत्र/पत्नी श्री पेशा प्राई.नौकरी





NOT TO SCALE

### 7th floor plan

AREA 23732 Sq.Ft. ( 2204.756 Sq.Mt.)

N- OPEN TO SKY

S- OPEN TO SKY

E- OPEN TO SKY

W- OPEN TO SKY

For Andon Team Planners Pvt. Ltd.

*[Signature]*  
Authorized Signatory



Hydric Farm Inputs Ltd.

*[Signature]*  
Director/Authorized Signatory

ROHTAS SUMMIT

PLOT NO. TCG 3/3 VIBHUTI KHAND, GOMTI NAGAR,  
LUCKNOW.



### बंधकी

Registration No.: 15445

Year : 2,015

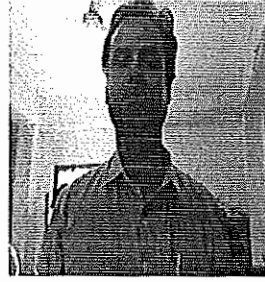
Book No. : 1

0101 राकेश कुमार श्रीवास्तव त.मु. प्रतिनिधि मेसर्स एण्डस टाउन प्ल

स्व.पी.डी.सिन्हा

13-ए , अवधपुरी विस्तार सर्वोदय नगर लखनऊ

प्राई.नौकरी

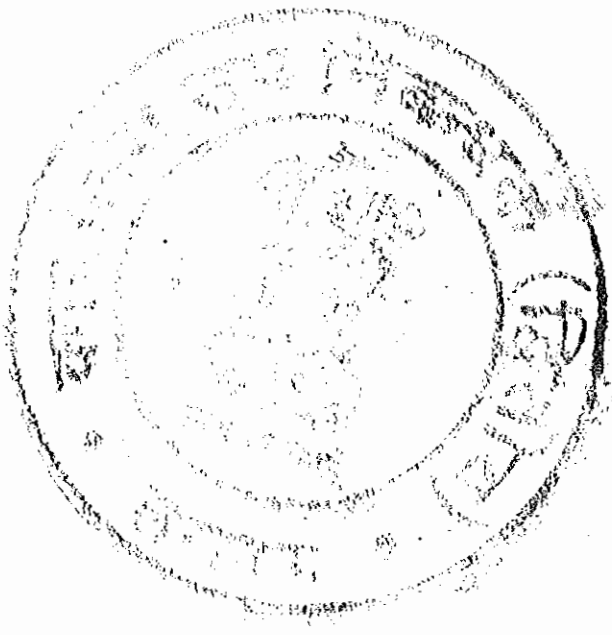
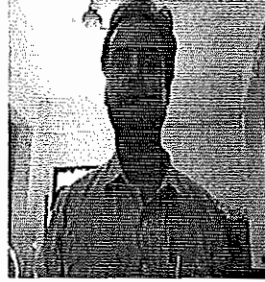


0102 राकेश कुमार श्रीवास्तव त.मु. प्रतिनिधि मेसर्स हाईड्रिक फार्म इत

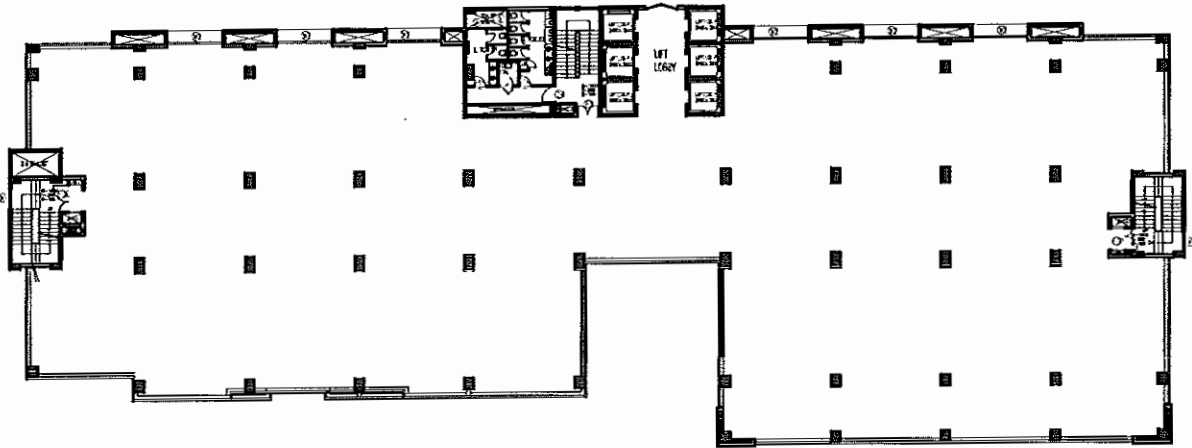
स्व.पी.डी.सिन्हा

13-ए , अवधपुरी विस्तार सर्वोदय नगर लखनऊ

प्राई.नौकरी







NOT TO SCALE

### 8th floor plan

AREA 29251 Sq.Ft. ( 2717.484 Sq.Mt.)

N- OPEN TO SKY

S- OPEN TO SKY

E- OPEN TO SKY

W- OPEN TO SKY

For Andhra Pradesh Planters Pvt. Ltd.

*[Signature]*  
Director/Authorised Signatory



Hydric Farm Inputs Ltd.

*[Signature]*  
Director/Authorised Signatory

ROHTAS SUMMIT

PLOT NO. TCG 3/3 VIBHUTI KHAND, GOMTI NAGAR,  
LUCKNOW.



बंधककर्ता

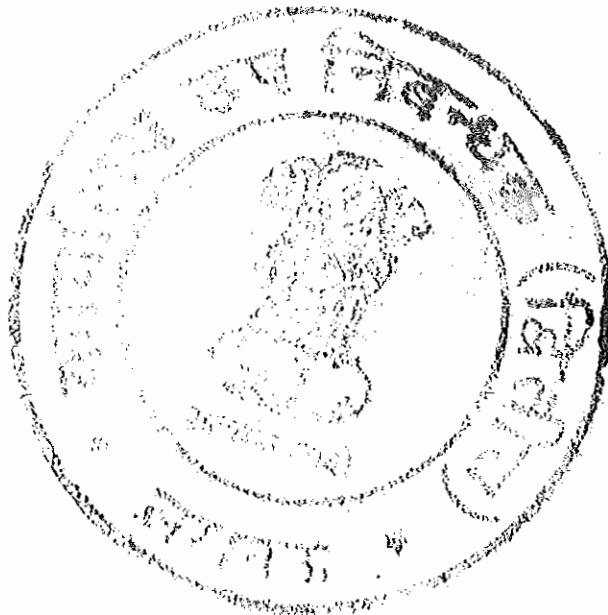
Registration No. : 15445

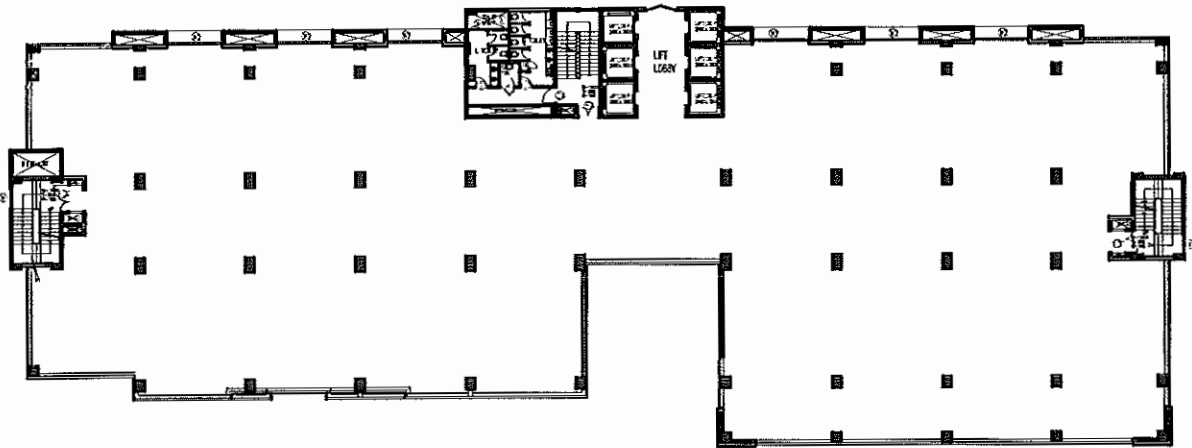
Year : 2,015

Book No. : 1

0201 आई.एफ.सी.आई लि.द्वारा अधि.ह. सोमित्रसेन गुप्ता

रिजेन्सी प्लाजा अपोजिट सिविल हास्पिटल ,5 पार्क रोड लखनऊ  
व्यापार





NOT TO SCALE

### 9th floor plan

AREA 29251 Sq.Ft. ( 2717.484 Sq.Mt.)

N- OPEN TO SKY

S- OPEN TO SKY

E- OPEN TO SKY

W- OPEN TO SKY

For Andric Farm Inputs Pvt. Ltd.

*[Signature]*  
Authorized Signatory



Hydric Farm Inputs Ltd.

*[Signature]*  
Authorized Signatory

ROHTAS SUMMIT

PLOT NO. TCG 3/3 VIBHUTI KHAND, GOMTI NAGAR,  
LUCKNOW.



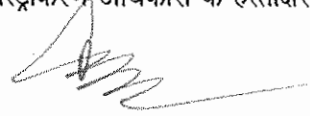
आज दिनांक 08/10/2015 को

बही सं. 1 जिल्द सं. 17354

पृष्ठ सं. 281 से 338 पर क्रमांक 15445

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

8/10/2015

