MORTGAGE DEED

A R Amboli Developers Private Limited
("Mortgagor")

AND

IDBI TRUSTEESHIP SERVICES LIMITED
("Debenture Trustee")

512 6603

Thursday,October 01 ,2020

4:15 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 6755 दिनांक: 01/10/2020

गाडीचे नाव: आदिवासी

दस्तऐवजाचा अनुक्रमांक: बदर16-6603-2020

दस्तऐवजाचा प्रकार : महाफसाल

सादर करणाऱ्याचे नाव: आय डी बी आय ट्रस्टीशिप सर्विसेस लिमिटेड चे ऑथो सिग्नेटरी गौरव मोदी

नोंदणी फी	₹. 30000.00
दस्त हाताळणी फी	₹ 3760.00
पृष्ठांची संख्या: 188	
एकूण:	₹. 33760.00

आपणास मूळ दस्त ,सोबतचा सिट,सूची-२ मंगळवार

4:33 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक-अंधेरी-5

बाजार मूल्य: ₹.0 /-

मोबदला ₹.520000000/-

भरलेले मुद्रांक शुल्क : ₹. 1001000/-

सह. दुय्यम निबंधक, अंधेरी क्र. ५
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: ₹.1760/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0110202003696 दिनांक: 01/10/2020
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: ₹.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0110202003667 दिनांक: 01/10/2020
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004447133202021M दिनांक: 01/10/2020
बँकेचे नाव व पत्ता.

registered original document
Delivery on .....

CHALLAN

MTR Form Number-6

GRN	MH004447133202021M	BARCODE		Date	17/09/2020-09:47:35	Form ID	40(b)

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR17_JT SUB REGISTRAR ANDHERI 5	Full Name	A R AMBOLI DEVELOPERS PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No.	LAND PLOT NO.6-S AND 7-S CTS NO.4406
Account Head Details	**Amount in Rs.**	Premises/Building	4407 4407 (1 TO 23)
0030045501 Stamp Duty	1001000.00	Road/Street	VILLAGE AMBIVALI ANDHERI WEST
0030063301 Registration Fee	30000.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 3
		Remarks (If Any)	
		SecondPartyName=IDBI TRUSTEESHIP SERVICES LIMITED~	
		Amount In Words	Ten Lakh Thirty One Thousand Rupees Only
Total	10,31,000.00		
Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK	

Cheque-DD Details		Bank CIN	Ref. No.	00006172020091700113	17092020152459
Cheque/DD No.		Bank Date	RBI Date	17/09/2020-15:44:24	18/09/2020
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No., Date		1, 18/09/2020	

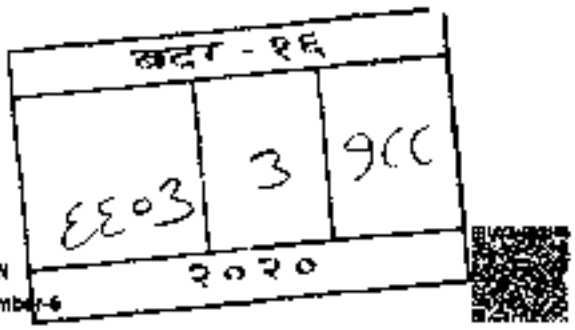
Department ID : Mobile No : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक सहनिबंधक कार्यालय नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Signature Not Verified
Digitally signed by IS VIRTUAL TREASURY MUMBAI 02
Date: 2020.09.22 14:58:57 IST
Reason: Secure Document
Location: India

Print Date 22-09-2020 02:58:57



CHALLAN
MTR Form Number-6

GRN	MH004147353202021M	BARCODE		Date	17/09/2020-09:47:38	Form ID	40(b)

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR17_J1 SUB REGISTRAR ANDHERI 4	Full Name	S H AMBOLI DEVELOPERS PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No.	LAND PLOT NO 6-9 AND 7-5 CTS NO 4405
Account Head Details	Amount In Rs.	Premises/Building	4407 4407 (1 TO 20)
0030045501 Stamp Duty	1001000.00	Road/Street	VILLAGE AMBIVALI ANDHERI WEST
0030067201 Registration Fee	30000.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 8
		Remarks (If Any)	SecondPartyName=IDBI TRUSTEESHIP SERVICES LIMITED~
		Amount In Words	Ten Lakh Thirty One Thousand Rupees Only
Total	1031000.00		

DEFACED ₹1031000.00 DEFACED

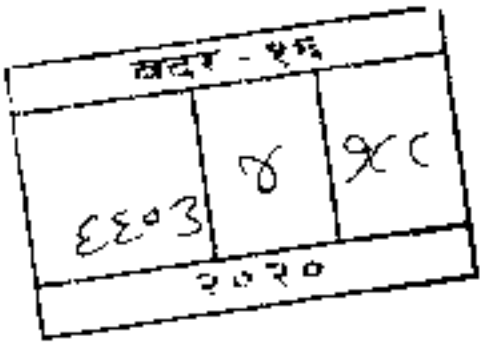
Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00006172020091700113	17092020S24352
Cheque/DD No.		Bank Date	RBI Date	17/09/2020-15:44:29	17/09/2020
Name of Bank		Bank Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		1 , 18/09/2020	

Department ID : Mobile No. : 0000000000
NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
वरील चलन फक्त दस्त नोंदणी करणाऱ्या दुय्यम निबंधक कार्यालयासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Validity unknown
Digitally signed by DS VIRTUAL TREASURY MUMBAI 02
Date: [illegible] 0.01 16:19:47 IST
Reason: Secure Document Verification
Location: India

Sr. No.	Remarks	Detacement No.	Detacement Date	User Id	Detacement Amount
1	(IS) 512 6603	0002269391202021	01-10-2020-16:15:16	IGR553	30000.00
2	(IS) 512 6603	0002269391202071	01-10-2020-16:15:18	IGR553	1001000.00
			Total Detacement Amount		10,31,000.00

Print Date 01-10-2020 04:19:46



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0110202003696	Receipt Date	01/10/2020

Received from A R AMBOLI DEVELOPERS PVT LTD, Mobile number 0000000000, an amount of Rs.1760/-, towards Document Handling Charges for the Document to be registered on Document No. 6603 dated 01/10/2020 at the Sub Registrar office Joint S R Andheri 5 of the District Mumbai Sub-urban District

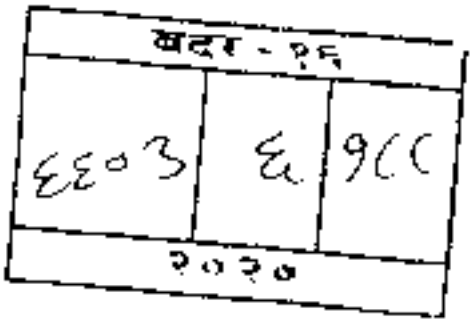
DEFACED
₹ 1760
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	01/10/2020
Bank CIN	10004152020100103250	REF No.	226894562
Deface No	0110202003696D	Deface Date	01/10/2020

This is computer generated receipt hence no signature is required





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0110202003667	Receipt Date	01/10/2020

Received from A R AMBOLI DEVELOPERS PVT LTD. Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No 6603 dated 01/10/2020 at the Sub Registrar office Joint S.R. Andheri 5 of the District Mumbai Sub-urban District

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	01/10/2020
Bank CIN	10004152020100103222	REF No.	226894163
Deface No	0110202003667D	Deface Date	01/10/2020

This is computer generated receipt hence no signature is required



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MORTGAGE DEED

THIS MORTGAGE DEED (this "**Deed**") is executed at Mumbai on this 01st day of October, 2020.

BY AND BETWEEN

1. **A R Amboli Developers Private Limited**, a company incorporated in India under the Companies Act, 2013 and validly subsisting & operating under the provisions of the Companies Act 2013, having its registered office at 701/707, Golden Chambers Premises CHS, Link road, Opp Tanishq Showroom, Andheri West, Mumbai – 400 053 and having Corporate Identification Number U70109MH2020PTC342547, hereinafter referred to as the "**Mortgagor**" or the "**Company**" (which term shall include its successors and permitted assigns) of the **One Part**,

   AND

2. **IDBI Trusteeship Services Limited**, (CIN U65991MH2001GD1131154), a company established under the Companies Act, 1956 (1 of 1956) having its registered Office at Asian Building, Ground Floor, 17, R Kamani Marg, Ballard Estate, Mumbai-400001, hereinafter referred to as "**Debenture Trustee**" (which term shall include its successors and permitted assigns) of the **Other Part**.

(Mortgagor and the Debenture Trustee are hereinafter also collectively referred to as the "**Parties**" and individually as a "**Party**.")

WHEREAS:

A. The Company is engaged, *inter alia*, in the business of real estate construction and development.

B. The Mortgagor is seized and possessed of and otherwise well and sufficiently entitled to the immovable property being Project Land (*term defined hereinafter*) admeasuring 2,039.20 sq. meters more fully described in the Annexure A hereunder. The said Project Land was occupied by slum dwellers and the Company is in a process of developing the said Project Land. The development of the Project Land has been approved under the Slum Rehabilitation Scheme by Slum Rehabilitation Authority ("SRA") vide its Letter of Intent dated 25/04/2019 pursuant to which the Mortgagor is constructing a composite building on said Project Land wherein the slum dwellers / PAP tenements of the said Project Land-1 as well as Additional Collateral Land *(term defined hereinafter)* shall be accommodated and handed over permanent alternate accommodation in the said Project *(term defined hereinafter)*.

C. The Mortgagor is in process of development and construction of a slum redevelopment project known as MK Gabino, being developed on the Project Land (admeasuring 2,039.20 Sq. Mtrs): comprising of Rehabilitation Units as well as Free Sale Units.

D. For the purpose of meeting its funding requirements for completion of construction of the said Project *(defined hereinafter)*, the Mortgagor has requested to invest up to Rs. 52,00,00,000/- (Indian Rupees Fifty Two Crores only) ("Total Investment Amount") to the Debenture holders through subscription of Non-convertible Debentures and the Initial Debenture Holder has, relying on, *inter alia*, the representations and warranties, and covenants of the Mortgagor, agreed to subscribe to the Debentures of the Mortgagor, in multiple tranches, on such terms and conditions as contained in the Debenture Trust Deed dated 01st October, 2020 ("**DTD**").

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E. The Mortgagor has proposed to secure the Debenture Payments (as defined in the DTD), inter-alia, by creating a mortgage in English form (without possession) and first ranking charge in favor of the Debenture Trustee (acting for and on behalf of the Debenture Holders) on (i) the Project Land; (ii) the Project; together with all the estate, undivided right, title, interest property, claim, development rights and demand whatsoever of the Mortgagor into and upon the assets set out in (i) and (ii) herein, ((i) and (ii) collectively referred to as the "**Mortgaged Properties**")

F Accordingly, the Parties have entered into this Deed to create such security and recording the terms and conditions governing *inter alia* the mortgage of the Mortgaged Properties.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Capitalized terms not defined herein shall have the same meaning as set out in the DTD.

"**Additional Collateral Land**" means land admeasuring in aggregate about [illegible] sq. mtrs bearing Plot Nos. 23 S and 22 S comprised in CTS Nos. 440/19, 440/19(1 to 7) admeasuring 637.10 sq. mtrs and CTS Nos. 440/20, 440/20 (1 to 8) admeasuring 304.80 sq mtrs lying, being and situate Village Ambivali, Taluka and District Andheri, Mumbai Suburban District within the limits of K/W Ward, Municipal Corporation of Greater Mumbai.

"**Applicable Law**" means any statute, law, regulation, ordinance rule, judgement rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority whether in effect as on the Execution Date or thereafter and in each case as amended.

"**Approvals**" means any and all approvals, clearances, consents, licenses, actions, resolutions, registrations, permits, no-objections or other authorisation of any nature which are required to be obtained from the Company, its Board of Directors/ any committees thereof, any Governmental Authority, existing lenders including banks and financial institutions, any Person or otherwise, including but not limited to, (i) for the Project and/or (ii) for the Project Land, (iii) fulfilment/ performance by any Person of its obligations under this Deed; and/ or (iv) for the enforceability of any of this Deed and/or (v) creation, perfection and preservation of the Security.

"**Debentures**" means secured, redeemable non-convertible debentures of the Company, having face value of INR 1,00,000/- (Rupees One Lakh Only) each, and having terms as provided in the DTD;

"**Debenture Holder**" or "**Holders of Debentures**" shall have the meaning assigned to it in the DTD.

"**Debenture Payments**" shall have the meaning assigned to it in the DTD;

"**Effective Date**" means the First Deemed Allotment Date;

"**Encumbrance**" shall have the meaning assigned to it in the DTD;

"**Escrow Accounts**" means no lien specific purpose bank accounts opened/ to be opened by the Mortgagor in its name with a bank acceptable to the Mortgagee in accordance with the Transaction Documents in which all the Receivables from the said Project shall be deposited in accordance with the relevant Transaction Documents.

"**Event(s) of Default**" shall have the meaning assigned to it in the DTD;

"**Final Settlement Date**" shall have the meaning assigned to it in the DTD;

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"Free Sale Units" shall mean and include units other than the Rehab Units and admeasuring a total minimum saleable area of approximately 64701 sq. ft. (Being 1.65 times of the Carpet Area of 39213 sq. ft) of the said Project capable of being sold / transferred by the Mortgagor to any person and includes garages.

"Governmental Authority" means any national, state, provincial, local or similar government, government authority, statutory or regulatory authority, commission, government department, intergovernmental or supranational body, agency, commission, board, tribunal or court or other law, rule or regulation making entity, stock exchange or any self-regulatory authority having or purporting to have jurisdiction, including but not limited to the Reserve Bank of India and Securities and Exchange Board of India;

"Initial Debenture Holder" means SWAMIH Investment Fund I, a private trust registered with the Securities and Exchange Board of India as a Category II alternative investment fund, (also notified under the IBC vide notification S.O. 1145(E) of the Ministry of Corporate Affairs dated 18 March 2020), acting through its trustee IDBI Trusteeship Services Limited and through its fund manager, SBICAP Ventures Limited.

"Project Land" means land admeasuring in aggregate about 2039.20 sq. mtrs bearing layout Plot Nos. 6-S and 7-S composed in CTS No. 440/6 admeasuring 422 sq. mtrs and CTS No. 440/7 admeasuring 1304.7 sq. mtrs, CTS No.440/7(1 to 23) admeasuring 312.5 sq. mtrs all lying, being, situate at Village Ambivali, Taluka and District Mumbai Suburban, within Mumbai Suburban District within the limits of K/W Ward, Municipal Corporation of Greater Mumbai as more specifically mentioned in **Part 'A' of Annexure – 'A'** hereto;

"Material Adverse Change" shall have the meaning as mentioned in the DTD.

"Mortgaged Properties" shall mean and include:

a) Project Land including all right, title, interest, benefits and entitlements on the Project Land together with all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water courses, liberties, privileges, easements and appurtenances whatsoever to the Project Land or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant whether thereto or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto and all the present and future FSI (floor space index) available to said Project Land or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto, AND ALL the estate, right, title, interest, property claim and demands whatsoever of Mortgagor more particularly described in **Part-A** of **Annexure-A**;

b) said Project together with all buildings, constructions and structures thereon not limited to the unsold units and structures/ constructions of every description which are erected/constructed or to be erected/constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached and forms part of the said Project and includes all furniture, fixtures, fittings, ways, sewerages, drains, liberties, privileges, easements and appurtenances whatsoever to the said Project or any part thereof **BUT DOES NOT INCLUDE** the Sold Units and Rehab Units specified in **Part-A and Part-C of Annexure-B** hereto **BUT INCLUDES** the balance and future receivables in respect of the Sold Units in the said Project the details as mentioned in **Part-A of Annexure-B** hereto **AND ALSO INCLUDES** all receivables in respect of Unsold Units in the said Project specified in **Part-D** of **Annexure-B**.

c) All benefits and entitlements under Project Documents including but not limited to (i) Deed of Conveyance dated 28/06/2013 executed between Nutan Shanti Priya Co-operative Housing Society Limited as the "Society" and the Mortgagor as the "Purchaser" and Irrevocable Power of Attorney dated 28/06/2013, (ii) all

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benefits and entitlements under all the Approvals including the Letter of Intent dated 25/04/2019 (iii) Commencement Certificate dated 20/05/2019 (iv) Intimation of Approval dated 03/05/2019 issued by SRA, (v) Notification issued by the SRA in respect of declaring Slum Rehabilitation Scheme under Maharashtra Slum Area Act, 1971 in respect of the Land 1; more particularly described in **Part-C** of **Annexure-A**;

"Project Documents" shall mean all title deeds/conveyance deeds/assignment deeds/lease deed/development agreement in relation to Project Land and said Project including all permissions and Approvals and any deeds, agreement(s), document(s) executed by the Mortgagor with the slum dwellers, Slum Dwellers' Society, SRA, erstwhile land owners, architects, structural engineers, supplier of raw materials, construction contractors, project management consultants for development and construction of the Project.

"Receivables" mean and include all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts payable to and/or received by or to be received from any person (including but not limited to the purchaser/ lessee/ licensee) and any other charges collected from buyers of Units like car-parking, floor-rise, preferred location charges, as may be applicable) in respect of and/or arising out of the Encumbered Assets and all amounts which are due owing/ payable/ belonging to the Company or which may at any time hereafter during the continuance of the Security become due, owing, payable or belonging to the Company in respect of the Encumbered Assets and/or all sold as well as unsold plot, flat(s), Units, pieces of land, and/ or leased Units forming part of or the Encumbered Assets and shall include the advance, sale consideration, deposits/ premium, lease rentals, Rental Receipts, outstandings and claims in respect of the Encumbered Assets, money(ies) lying in the Escrow Account and Debt Deposits are created for Debenture Redemption Reserve and any other financial instrument, by whatever name called, created out of the amounts lying in the Escrow Account. It is clarified that Receivables DO NOT include Goods & Services Tax ("GST"), advance maintenance charges, society formation charges, legal charges, share application money, electricity charges deposit, infrastructure charges, water meter deposit or any other Pass Through Charges not forming part of Unit consideration payable to the Government Authorities/ any other authorities/ Persons, which shall be collected by a separately opened and deposited in a seperate Pass-Through Account

"Rehab Units" shall mean and include an aggregate of 134 units admeasuring in aggregate not more than 40,086 sq. ft. carpet area comprising of (i) 79 Numbers of Rehab Residential Tenements (ii) 2 Number of Rehab Commercial Tenements (iii) 31 Numbers of Provisional PAP Tenements (iv) 15 Numbers of PAP tenements (v) 6 number of units comprising 2 units for Balwadi, 2 units for society offices, 1 unit for Welfare Centre and 1 unit for Fitness Centre as more specifically mentioned in **Part 'C' of Annexure 'B'** hereto required to be handed over to the slum dwellers, Slum Rehabilitation Authority or Slum Dwellers Society as the case may be, free of cost in terms of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 and the rules made thereunder.

"Sold Units" shall mean and include units admeasuring a total saleable area of 26,481 sq ft (17,261 sq ft of RERA carpet area) of the said Project in respect of which 'Allotment Letter /Agreements to Sale/Sale Deed' have been entered into with third party purchasers as more specifically mentioned in **Part A of Annexure – 'B'** hereto.

"Project" shall mean and include "Project MK Gabina" means redevelopment, construction and completion of residential composite building by the Mortgagor on the Project Land with maximum saleable area of approximately 64,701 sq. ft. (Being 1.65 times of the Carpet Area of 39,213 sq. ft) [RERA Carpet] and registered with RERA under project registration number P51800023100 comprising of 1 Composite Tower with 1 Slum Rehabilitation Wing ([134] slum dwelling units + 18 residential units) and 1 Sale Wing (81 residential units) located at village Ambivali, Andheri, comprising of total saleable area potential of 64,701 sq.

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"Slum Dwellers' Society" means (i) 'Om Sai-A SRA Co-operative Housing Society Limited' of the slum dwellers of the Project Land and registered with the Registrar of Societies, SRA on 09/05/2019 at Sr. No. MUM/SRA/HSG/(TC)/12987/2019 and (ii) 'Om Sai-B SRA Co-operative Housing Society Limited' of the slum dwellers of the Additional Collateral Land and registered with the Registrar of Societies, SRA on 09/05/2019 at Sr. No. MUM/SRA/HSG/(TC)/12988/2019.

'Transaction Documents' means (i) this Deed; (ii) the Security Documents, (iii) Escrow Agreement iv) Debenture Trustee Appointment Agreement (v) letter of allotment for each Tranche (vi) various undertakings by the Company and the Sponsors (vii) the Business Plan; and any other documents designated by the Debenture Trustee and the Debenture Holders as a Transaction Document.

"Transfer" (including with correlative meaning, the terms **"Transferred by"** and **"Transferability"**) means to transfer directly or indirectly (including by way of transfer of the holding company), sell, assign, pledge hypothecate, create a Security Interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of Law or in any other way, subject to any Encumbrance or dispose of, whether or not voluntarily.

"Taxes" means any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatsoever nature now or hereafter imposed under any law or by any Governmental authority and all interest, penalties or similar liabilities with respect

1.2. Interpretation

In this Deed, unless the context otherwise requires:

(a) A reference to a Clause, Sub-clause or Schedule is, unless otherwise stated to the contrary, a reference to a clause or sub-clause in, or schedule to, this Deed;

(b) A reference to this Deed shall be construed as a reference also to any separate independent stipulation or agreement contained in it.

(c) A reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.

(e) A reference to "assets" include all properties whatsoever both present and future, (whether tangible, intangible or otherwise) (including intellectual property and intellectual property rights), investments, cash flows, revenues, rights, benefits, interests and title of every description;

(f) A reference to "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

(g) A reference to "repayment" includes "redemption" and vice-versa and repaid, repayable, repay, redeemed, redeemable and redemption shall be construed accordingly;

(h) A reference to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, modified, revised, supplemented, substituted, or novated from time to time but disregarding any amendment, revision, supplement or modification made in breach of the Transaction Documents;

(i) Headings are inserted for convenience only and shall not affect the interpretation or construction of this Deed;

(j) Whenever a provision of this Deed requires an approval or consent by a Party to this Deed and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or

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approval is required shall be conclusively deemed to have withheld its consent or approval;

(k) A reference to any statutory provisions shall be construed as references to those provisions as replaced, amended, modified or re-enacted from time to time;

(l) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any Governmental Authority or agency;

(m) Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine or neutral gender shall include all genders;

(n) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Deed shall refer to this Deed as a whole and not to any particular provision of this Deed;

(o) The words "include", "includes" and "including" when used in this Deed are deemed to be followed by the phrase "without limitation" or "not limited to";

(p) Each and every clause of this Deed shall be construed as though both parties participated equally in drafting the same and accordingly, any rule of construction of document shall apply uniformly to all Parties;

(q) Unless otherwise specified, whenever any payment to be made or any action to be taken under this Deed is required to be made or taken on a day other than a Business Day such payment shall, subject to Applicable Law, be made or action be taken on the immediately preceding Business Day.

(r) Any consent, approval, determination, waiver or finding to be given or made by the Debenture Trustee shall be made or given based on instructions of the Initial Debenture Holders;

(s) Any determination of materiality shall be made by the Debenture Trustee solely based on instructions of the Initial Debenture Holders. In the event of any disagreement or dispute between the Debenture Trustee/ Initial Debenture Holders and the Company regarding the occurrence / non-occurrence or existence of any event, breach, incorrectness or misleading nature of any representation made by the Company, the opinion and determination of the Debenture Trustee/ Initial Debenture Holders as to such occurrence / non-occurrence or existence shall be final and binding upon the Mortgagor;

(t) Any consent, approval, determination, waiver or finding to be given or made by the Initial Debenture Holder shall be made or given by the Initial Debenture Holder in its sole discretion;

(u) Any reference to the Debenture Trustee shall be a reference to the Debenture Trustee in its capacity as a trustee for the benefit of and acting on behalf of the Initial Debenture Holder;

(v) Where any statement in a Transaction Document is qualified by the expression "to the knowledge" or "to the best of the knowledge or information or belief" or any similar expression, that statement shall, save as expressly provided to the contrary herein, be deemed to mean that it has been made after due and careful inquiry by the directors of the Person making such statement to confirm the accuracy of such statement so made and that all possible endeavours have been made to ensure that the matters so warranted by such Person are true and accurate in all respects;

(w) a Default (other than an Event of Default) shall be deemed to be 'continuing' if it has not been remedied or waived, and an Event of Default shall be deemed to be

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"continuing" if it has not been waived; and

(x) Unless otherwise stated, time will be the essence of contract for the purpose of any Parties' obligations under this Deed.

(xi) Capitalised terms used but not specifically defined herein, shall have the meaning assigned to them in the other Transaction Documents.

2. CREATION OF MORTGAGE

2.1. In terms of this Deed, on and from the Effective Date, the Mortgagor hereby creates a first ranking and exclusive charge by way of mortgage in English form (without possession) unto the Debenture Trustee, on the Mortgaged Properties, for the sole benefit of the Debenture Holders by way of registered mortgage unto and to the Debenture Trustee absolutely UPON TRUST and subject to the powers and provisions herein contained as security for repayment of the Debenture Payments.

2.2. On the date of execution of this Deed, the Mortgaged Properties are in the possession of the Mortgagor. The Mortgagor has not given the possession of the Mortgaged Properties to the Debenture Trustee and have also agreed not to give the possession of the Mortgaged Properties to the Debenture Trustee, except where the security herein becomes enforceable in terms of these presents or the Transaction Documents.

3. REPRESENTATIONS AND WARRANTIES OF THE MORTGAGOR

3.1. The Mortgagor hereby, represents and warrants to the Debenture Trustee, and confirms that the following representations and warranties are true, correct, valid and subsisting in every respect as of the date of this Deed and which representations and warranties shall survive the execution and delivery of this Deed and continue until the release of the Security in Mortgaged Properties and termination of this Deed:

3.1.1. the Mortgagor has made the representations and warranties set forth in the Debenture Trust Deed, which are incorporated herein by reference and made a part of this Mortgage Deed as if such representations and warrantees were set forth in full herein;

3.1.2 the Mortgagor acknowledges and accepts that the Debenture Trustee has agreed to enter into this Deed on the basis of and in full reliance on the representations and warranties made by the Mortgagor in the Debenture Trust Deed in his capacity as the Obligor.

3.1.3 the description of the Mortgaged Properties set forth herein is true, accurate and complete;

3.1.4. the Mortgagor is the sole legal absolute and exclusive owner of the Mortgaged Properties and has good and marketable title to the Mortgaged Properties;

3.1.5. the Mortgaged Properties are free from any Encumbrance and are not subject to any attachment or other process issued by any court or other authority under Applicable Law;

3.1.6 the Mortgaged Properties have been acquired in accordance with Applicable Law and all regulatory Approvals, if any, required for the same have been procured and are in full force and effect;

3.1.7 the Mortgagor has the absolute and full right to develop and construct the Mortgaged Properties and consequently, the right to manage, lease and operate such Mortgaged Properties;

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3.1.8 the Mortgagor has the full power, authority and legal right to enter into, perform, deliver and to comply with each of the provisions of this Deed;

3.1.9 the Mortgagor has taken all necessary corporate and other actions to authorize the entry into, delivery and performance by it of each of the provisions of this Deed and the transaction contemplated herein including the creation of charge, grant, convey, assign, assure and transfer all of the Mortgaged Properties pursuant to this Deed and to perform the terms and conditions set forth in this Deed;

3.1.10 this Deed creates a valid and perfect exclusive first charge in the manner specified in this Deed and all filings, registrations and other actions necessary to perfect or protect such charge have been and/or shall be duly taken pursuant to this Deed;

3.1.11 no actions, proceedings or steps have been taken, initiated and/or proposed or threatened for the administration or insolvency of the Mortgagor or for the appointment of a receiver, debenture trustee or similar officer in respect of the Mortgagor or its assets before any court, Governmental Authority or administrative body and/or under any applicable bankruptcy insolvency or other similar Applicable Law nor or hereafter in effect;

3.1.12. There are no outstanding litigations against the Mortgagor and the Mortgaged Property, and the security created herein is not the subject of any litigation;

3.1.13. all clearances and Approvals required from any Governmental Authority or any other Persons for or in connection with the execution, validity and performance of this Deed by it, including for the creation of charge on the Mortgaged Properties by it, have been obtained and are in full force and effect and no other clearances and Approvals are / will be required, and further that all necessary resolutions to effect the mortgage have been duly passed / authorised by the board of directors and / or shareholders (as the case may be) of the Mortgagor as may be required;

3.1.14. the delivery, execution or performance of this Deed does not and will not conflict with the Mortgagor's constitutional documents or any other agreement or document or Law to which the Mortgagor is a party or by which it is bound or affected, and will not result in a default or create an Encumbrance on the Mortgaged Properties under any Applicable Law or other agreement or document;

3.1.15 the Mortgagor has not granted or agreed to grant in favour of any other Person other than the Debenture Trustee any interest in or any option or other rights in respect of the Mortgaged Properties or any part thereof;

3.1.16 the Mongaged Properties are not affected in any manner whatsoever by any encumbrance or mortgage created by the Mortgagor on such Mortgaged Properties in the past;

3.1.17 this Deed has been duly stamped in accordance with the relevant stamp law, and all duties or other similar taxes in connection therewith have been paid in full by the Mortgagor;

3.1.18. this Deed upon its execution constitutes legal, valid, binding and enforceable obligations of the Mortgagor, enforceable against it in accordance with the terms hereof;

3.1.19 except as provided under Applicable Law, the claims of the Debenture Trustee against the Mortgagor under the Debenture Trust Deed, this Indenture and the Transaction Documents will rank in priority to all the claims of its creditors.

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3.1.20 the Mortgagor is not in any respect in breach of or in default under any agreement to which it is a party in relation to any of its assets or Mortgaged Properties;

3.1.21 there are no actions, proceedings or claims pending before any Governmental Authority or threatened against or affecting the Mortgagor, any of its assets which would adversely affect its respective financial condition or ability to perform its obligations under this Deed; and

3.1.22. the execution and delivery by the Mortgagor of this Deed does not, and the performance of this Deed will not:

(a) result in conflict, or result in any violation or breach or default (with or without notice or lapse of time, or both) of any other agreement; or

(b) give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit or

(c) give rise to increased, additional, accelerated or guaranteed rights or entitlements of any Person; or

(d) result in the creation of any Encumbrance upon any of the assets/properties of the Mortgagor, except as may be contained in this Deed.

3.1.23. All Approvals and clearances required or desirable to enable the Mortgagor to:

a lawfully enter into, exercise their rights and comply with the obligations in this Deed;

b. make this Deed admissible in evidence in its jurisdiction of incorporation;

c enable it to carry on its business, trade and ordinary activities (including in relation to the Mortgaged Properties).

d. enable it to create and perfect the mortgage expressed to be created pursuant to this Deed and to ensure that such mortgage has the priority and ranking it is expressed to have under this Deed;

have been obtained or effected (by the respective parties) and are in full force and effect

3.2. The Mortgagor undertakes to promptly notify the Debenture Trustee in writing, which shall not be deemed as exceptions to the Warranties, if any of them become aware of any fact or matter (whether existing on or before the date of this Deed or arising afterwards) which causes any of the Warranties given by it, to become untrue or inaccurate or misleading in any respect.

3.3. The Mortgagor has till date complied and shall hereafter comply with all the applicable provisions of Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) and the rules made thereunder ("**RERA**") and there is no actions pending or arisen against the Mortgagor or any of its officers, employees or any other person connected with Mortgagor in relation to the Project;

3.4. The Mortgagor has obtained all the necessary Approvals for creation of mortgage or charge over the Mortgaged Property in favour of the Debenture Trustee. If any approvals / permissions are required to be obtained in future then the same shall be obtained by Mortgagor at their own cost without any obligation on the Debenture Trustee or the Investor.

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4. COVENANTS OF THE MORTGAGOR

In connection with the obligations of the Mortgagor under the Transaction Documents and the Security Interest created on the Mortgaged Properties in favor of the Debenture Trustee, the Mortgagor hereby expressly represents, warrants and covenants to the Debenture Trustee as follows

4.1. the Mortgagor shall execute all such deeds, documents and do all such acts and things as the Debenture Trustee may require for exercising its / their rights under this Deed, including but not limited to, for perfecting, effectuating and completing the Security hereby created, and/or for enforcing the Security created hereunder in case of occurrence of any Event of Default;

4.2. the Mortgagor shall ensure that the Mortgaged Properties are free and clear of any Encumbrances and no Person other than the Mortgagor have any subsisting rights, claim or title over such Mortgaged Properties;

4.3 the Mortgagor shall maintain and keep in proper order, repair and in good condition the Mortgaged Properties. In case the Mortgagor fails to keep in proper order, repair and in good condition the Mortgaged Properties, then the Debenture Trustee may, at its sole discretion, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Debenture Trustee therefore shall be reimbursed by the Mortgagor;

4.4 the Mortgagor shall keep the Mortgaged Properties insured for risks, with amounts in accordance with the provisions and terms set forth in the DTD, and as the Debenture Trustee may request. The Mortgagor shall deliver to the Debenture Trustee promptly and in no event, later than 30 (thirty) days from the Deemed Allotment Date, the originals of all the policies of insurance taken in connection with the Mortgaged Properties.

4.5. the Mortgagor shall promptly inform the Debenture Trustee of any circumstance which the Mortgagor is, or becomes, aware of threatening, or which may threaten, to interfere with the performance by the Mortgagor of its obligations under the Transaction Documents and such circumstance causing Material Adverse Change.

4.6. the Mortgagor shall ensure that it does not have any liability arising out of a conveyance, Transfer, lease, tenancy, license, agreement or other document relating to land, premises or an interest in land or premises which would have any adverse impact or bearing on the Mortgaged Properties;

4.7. the Mortgagor does not have and shall not, after the date of this Deed, dispose of, or part with possession of the Mortgaged Properties, or create any third-party rights into or upon the Mortgaged Properties, without the prior written consent of the Debenture Trustee;

4.8. the Mortgagor has the absolute and full right to develop and construct the Mortgaged Properties and consequently, the right to manage, lease and operate such Mortgaged Properties;

4.9. the Debenture Trustee or its nominees, without notice and at the expense and risk of the Mortgagor, shall be entitled at all times, to enter any place where the said Mortgaged Properties may be inspected or examined and take particulars of all or any part of the said Mortgaged Properties and check any statement, accounts, reports and information, with respect to the same. The Mortgagor shall, as and when required by the Debenture Trustee, provide full particulars and details to the Debenture Trustee of all the assets of the Mortgagor and of the said Mortgaged Properties and shall furnish and verify all documents including and not limited to

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statements, reports, returns, certificates and information from time to time as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the security created under this Deed;

4.10. the Mortgagor shall timely pay all rents, taxes, stamp duty and other charges as may be required towards the Mortgaged Properties and as and when required by Debenture Trustee, the Mortgagor shall produce the receipts for the aforesaid payments. Further, in the event of the failure of payment of rents, taxes, and other charges which are payable by the Mortgagor for the Mortgaged Properties, the Mortgagor shall be responsible for the payment of the same, with the additional charges in the form of fines or levies as may be payable as a penalty for non-payment of the applicable charges,

4.11. the Mortgagor shall give notice in writing to the Debenture Trustee of commencement of any proceedings affecting the Mortgaged Properties,

4.12. the Mortgagor shall not sell or dispose of the Mortgaged Properties or any part thereof or create thereon any lien howsoever or other Encumbrance of any kind whatsoever, without the prior written consent/no objection certificate of the Debenture Trustee;

4.13. the Mortgagor shall not, dispose of, or part with possession of the Mortgaged Properties or any part thereof, or create any third-party rights in/or upon the Mortgaged Properties without the prior written permission from the Debenture Trustee;

4.14. the Mortgagor shall observe and perform each of the covenants set forth in the Transaction Documents, wherever applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein; The Mortgagor has been entering into agreement/writings with the already sold unit purchasers and shall enter into such agreement/writings with the existing unit purchasers and after NOC of the Debenture Trustee with the purchasers of unsold units in the Projects, with a clause to the effect that the Mortgagor is entitled to raise finance and create Security on the properties and Receivables mortgaged and charged herewith from any lender/mortgagee and in case of default by the Mortgagor, the Debenture Trustee shall be entitled to take over control of entire Project and all such unit purchaser shall have to adhere and co-operate the requirements of the Debenture Trustee without jeopardising the availability of unit to such purchasers subject to the unit purchaser is making balance payment as agreed with the Mortgagor as provided in NOC, and the Debenture Trustee or any of its nominee shall have right to take all decision with respect to the said Project including replacing the developer, builder or contractors thereof.

4.15. that for the purposes of recording the mortgage and charge created herein, the Mortgagor shall ensure recording the mortgage and charge with revenue record authority and with all other applicable authorities immediately after execution of these presents and in case the Mortgaged Properties are falling under jurisdiction of other sub-registrar of assurance, the Mortgagor shall be responsible to get this present recorded with such each of sub-registrar of assurance before requesting for any disbursement out of sanctioned amount

5. ADDITIONAL UNDERTAKINGS

5.1 It is hereby agreed and declared that following the happening of an Event of Default, it shall be lawful for the Debenture Trustee at any time without any further consent of the Mortgagor, and by following due process of law, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties comprised under the present

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security or any part thereof either by public auction or private contract (provided that Debenture Trustee shall first exercise such rights by way of auction) and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Debenture Trustee may deem proper, with rights to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with right 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 such rights shall think proper, and the aforesaid rights shall be deemed to enable the Debenture Trustee to enforce the mortgage without the intervention of court, as per Section 69 of the Transfer of Property Act, 1882.

5.2 Section 67A: The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and the Debenture Trustee. Notwithstanding that the Debenture Trustee may hold two or more mortgages executed by the Mortgagor including these presents, (in respect of which the Debenture Trustee have the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882), the Debenture Trustee 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 monies shall have become due.

5.3. Section 65A. The Mortgagor shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Transaction Documents and with the consent in writing of the Debenture Trustee having been obtained on such terms and conditions as the Debenture Trustee shall in its absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply. The Debenture Trustee shall not be and shall at no time be construed to lease out any part of the Mortgaged Properties.

5.4. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to the Applicable Law, at any time after the security hereby constituted becomes enforceable and whether or not the Debenture Trustee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the power hereinbefore conferred upon the Debenture Trustee after such entry into or taking possession may, in writing appoint any officer(s) of the Debenture Trustee or any other person(s) as receiver(s) ("**Receiver(s)**") of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Debenture Trustee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Debenture Trustee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Debenture Trustee after entering into or taking possession by the Debenture Trustee shall apply to a Receiver appointed before entering into or taking possession by the Debenture Trustee.

5.5 Without prejudice to anything stated in this Deed, it is hereby expressly agreed that neither the Debenture Trustee nor any Receiver appointed as aforesaid shall, by reason of the Debenture Trustee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof as provided herein, be liable to the Mortgagor 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.

6. CONTINUING SECURITY

6.1. The Mortgaged Properties shall be and remain security to the Debenture Trustee for the due performance and discharge of the Debenture Payments. The Debenture Trustee shall permit the Mortgagor, until the occurrence of any Event of Default, or any breach of the obligations by the Company under this Deed or the Transaction Documents, to hold and

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enjoy the Mortgaged Properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagor. Upon the occurrence of any Event of Default, or any breach of the obligations by the Company under this Deed / other Transaction Documents, the security hereby constituted shall become enforceable as hereinafter provided

6.2 The security created on the Mortgaged Properties shall be a continuing security as mentioned above and this continuing security shall not be affected or impaired or discharged in any manner by winding up (voluntary or otherwise) or by any event of merger and amalgamation, reconstruction or otherwise of the Mortgagor with any other entity or such other similar event

6.3. The undertaking and obligations of the Mortgagor under or pursuant to this Deed shall remain in full force and effect notwithstanding any act, omission, event or circumstance whatsoever until the release of the Mortgaged Properties and termination of this Deed unless otherwise agreed between the Parties

7. ADDITIONAL SECURITY

This Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other [illegible] whatsoever (or the invalidity thereof) which the Investor or the Debenture Trustee may now or at any time hereafter hold or have as regards the Mortgagor or any other Person in respect of the Debenture Payments

8. REMEDIES ON AN EVENT OF DEFAULT

8.1. Upon happening of an Event of Default the Debenture Trustee shall be entitled to enforce the security under Transaction Documents, including the right to sell the Mortgaged Properties to realize the Debenture Payments. For this purpose, the Debenture Trustee shall, at their sole option, be entitled to sell the Mortgaged Properties, in exercise of their rights under 8.4 hereof , without the intervention of the court and without any consent of or notice to the Mortgagor, at public or private sale, any part thereof in exchange for cash to them or any of their nominees at the cost of the Mortgagor, as the Debenture Trustee may deem commercially reasonable, subject to compliance with Applicable Law and obtaining relevant consents from Governmental Authorities. Notwithstanding anything contained in this Deed, the Debenture Trustee shall have the right to utilize the proceeds from the sale of the Mortgaged Properties towards the Debenture Payments and any other outstanding amounts under the Transaction Documents, at the sole discretion and in a manner deemed fit by the Debenture Trustee.

8.2. The Mortgagor agrees that at any time after the occurrence of the Event of Default, the Debenture Trustee shall have the right, without prejudice to its other rights under the Transaction Documents and/or under any applicable Law, in its discretion to exercise all the rights, powers and remedies vested in it (whether vested in it by or pursuant to this Deed or by Applicable Law) for the protection, perfection and enforcement of its rights in respect of the Mortgaged Properties, and shall be entitled, without limitation, to exercise the rights set out under this Deed.

8.3. Nothing in this Deed shall be construed as placing on the Debenture Trustee any liability whatsoever in respect of any contributions, installments or other payments relating to any of the Mortgaged Properties.

8.4 Debenture Trustee's Rights

8.4.1 Enforceability: Upon the occurrence of an Event of Default, the Debenture Trustee may, without further authority (except consents required to be obtained from Governmental Authorities) and without prejudice to its / their other rights under Applicable Law and under or pursuant to this Deed and without giving to the

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Mortgagor any notice of the invocation to enforce the security under the Transaction Documents, sell, transfer, dispose off and appropriate any or all of the Mortgaged Properties and as per the due process of law in force, at the cost of the Mortgagor and may apply the net proceeds of any such sale, disposition or appropriation towards the payment of the Debenture Payments and any other outstanding amounts under the Transaction Documents in any manner that the Debenture Trustee may deem appropriate, in its sole discretion

8.4.2. Sale of Mortgaged Properties. The Debenture Trustee shall be entitled to exercise such rights to sell the Mortgaged Properties, in such manner and at such time or times and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit (whether by private sale or otherwise), provided that Debenture Trustee shall first exercise such right of sale by way of auction

Subject to Applicable Law, the Mortgaged Properties (or any relevant part thereof) may be sold subject to any conditions which the Debenture Trustee may think fit to impose by adopting due process of law (i) to any Person (including any Person connected with the Mortgagor or the Initial Debenture Holder); and (ii) at any price which the Debenture Trustee in its / their absolute discretion, consider to be the best obtainable in the circumstances. The Mortgagor shall not raise any objections regarding the regularity of the sale and/or actions taken by the Debenture Trustee in relation to such sale nor shall the Debenture Trustee be liable or responsible to the Mortgagor or any such Persons for any loss that may be occasioned from the exercise of such power and/or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Debenture Trustee for the said purpose provided the Debenture Trustee has followed due process of Law.

8.4.3. Purchaser Not Bound to Enquire. The Mortgagor confirms that the Debenture Trustee is authorized to give a good discharge for any monies received pursuant to the exercise of their rights under this Deed and a purchaser shall not be bound to enquire whether any such right has arisen as herein provided nor be concerned with the manner of application of the proceeds received pursuant to the exercise of such rights under this Deed

8.4.4. No Liability for Losses: The Mortgagor shall not have any claim against the Debenture Trustee and/or its nominees in respect of any loss arising out of enforcement of rights pursuant to this Clause 8.4 howsoever caused and whether or not a better price could or might have been obtained upon the sale or disposition of the whole or any part of the Mortgaged Properties by deferring or advancing the date of such sale or otherwise howsoever, provided the Debenture Trustee has followed due process of law

8.4.5. Waiver of Rights. The Mortgagor hereby expressly, irrevocably and unconditionally releases and waives

8.4.5.1. any rights to terminate or revoke this Deed and obtain release of the Mortgaged Properties until the release of Mortgaged Properties and termination of this Deed;

8.4.5.2. any and all conditions, restrictions, terms and covenants under any shareholders agreement that restrict, prohibit or relate to the performance by the Mortgagor and their affiliates, of the terms of this Deed,

8.4.5.3. any and all conditions, restrictions, terms and covenants or rights they may have under any shareholders agreement or the constitution documents of the Mortgagor to purchase any of the Mortgaged Properties in the event such

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Mortgaged Properties are sold or otherwise disposed of pursuant to the enforcement of the security interest created hereunder or pursuant to this Deed.

8.5 It is hereby expressly clarified that in terms of the arrangement contained in this Deed, the Debenture Trustee shall not, at any point of time, whether before or after (i) the invocation of the Security, and (ii) the consequent sale of the Mortgaged Properties (or any part thereof), become or be treated as the legal or beneficial owner, or the holder of any interest in, the Mortgaged Properties.

8.6. Upon happening of an Event of Default, the Debenture Trustee shall be entitled to appoint another project management consultant / agent / contractor, at its sole discretion, to develop the Mortgaged Properties on such terms as the Debenture Trustee may deem fit.

9. DEBENTURE TRUSTEE RIGHTS AND REMEDIES

9.1 The Debenture Trustee may, at any time after the Security hereby constituted becomes enforceable, apply to the relevant court for an order that the powers hereof be exercised and carried into execution under the directions of the court and for the appointment of a receiver or receivers and manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as the Debenture Trustee shall deem expedient and shall be indemnified by the Mortgagor against all losses, damages and reasonable costs, charges, expenses (including legal fees) incurred for or in relation to any such application or proceeding.

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

9.3. The Mortgagor hereby acknowledges, agrees and confirms that the Debenture Trustee shall, at the request and cost of the Mortgagor, release, re-assign to the Mortgagor or as the Mortgagor may direct or to such other person entitled thereto, the Mortgaged Properties or such part thereof as may remain subject to the Security hereby created freed and discharged from the Security hereby created upon proof being given to the reasonable satisfaction of the Debenture Trustee that all the obligations of the Company under the DTD and other Transaction Documents have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the Debenture Trustee or by any receiver in relation to these presents and upon observance and performance of the terms and conditions and covenants herein contained and in other Transaction Documents.

9.4. Nothing contained herein shall affect or prejudice the rights or remedies of the Debenture Trustee in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Mortgagor to the Debenture Trustee.

9.5. <u>Power of Trustee to appoint Receiver</u>

Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of Applicable Law, the Debenture Trustee at any time after the Security becomes enforceable and whether or not the Debenture Trustee shall then have entered into or taken possession of the Security and in addition to the power hereinbefore

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conferred upon the Debenture Trustee after such entry into or taking possession may, in writing, appoint any one or more of the officers of the Debenture Trustee or any bank or financial institution doing business in India or independent accountant as receiver(s) (the "Receiver") of the Security or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his stead and unless the Debenture Trustee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Debenture Trustee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Debenture Trustee after entering into or taking possession by the Debenture Trustee shall apply to a Receiver appointed before entering into or taking possession by the Debenture Trustee and in particular such Receiver shall be deemed to be the agent of the Company which shall be solely responsible for his acts and defaults and liable on any contract or engagement made or entered into by him and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to the provisions of Section 332 of the Act:

(a) Appointment before or after possession - a Receiver may be appointed either before or after the Debenture Trustee shall have taken possession of the Security or any part thereof.

(b) Receiver to be vested with powers by Trustee - the Receiver may be vested by the Debenture Trustee with such powers and discretions including powers of management as the Debenture Trustee may think expedient.

(c) Receiver to exercise powers vested in Debenture Trustee - Unless otherwise directed by the Debenture Trustee the Receiver shall have and may exercise all the powers and authorities vested in the Debenture Trustee.

(d) Receiver to conform to regulations made by Debenture Trustee - the Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations, instructions and directions made and given by the Debenture Trustee from time to time.

(e) Receiver's remuneration - the Debenture Trustee may, from time to time, fix the remuneration of the Receiver and direct payment thereof out of the Security, but the Company alone shall be liable for the payment of such remuneration.

(f) Receiver to give security - the Debenture Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given.

(g) Receiver to pay the monies - unless otherwise directed by the Debenture Trustee, all monies from time to time received by such Receiver shall be paid over to the Debenture Trustee to be held by it UPON THE TRUST herein declared of and concerning the monies arising from any sale, calling in, collection or conversion of the Security.

(h) Receiver agent of the Company - every Receiver shall be the agent of the Company for all purposes and the Company alone shall be responsible for its acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration.

(i) Applicability of Transfer of Property Act, 1882 - Subject as aforesaid the provisions of Section 69A of the Transfer of Property Act, 1882 and the powers thereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to the Receiver.

10. RELEASE AND TERMINATION

10.1 It is hereby agreed between the Parties that the mortgage on the Mortgaged Properties shall be released upon receipt of the prior written approval of the Debenture Trustee, which approval shall be given on the Final Settlement Date, subject to and in accordance with the terms of the Transaction Documents.

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10.2. Notwithstanding Clauses 10.1, the Mortgagor hereby agrees and declares that if it fails to timely pay, duly perform and discharge the Debenture Payments or any part thereof in terms of the Transaction Documents, or on the occurrence of an Event of Default, the Debenture Trustee shall be entitled to initiate enforcement of the Mortgaged Properties.

10.3. This Deed shall automatically be terminated upon the Final Settlement Date. Upon termination of this Deed, the Debenture Trustee shall, on the Mortgagor's request and at the Mortgagor's costs and expense, release the Mortgaged Properties from the charge and intimate the Mortgagor of the same.

10.4. Notwithstanding any discharge, release or settlement from time to time between the Debenture Trustee and the Mortgagor, if any discharge or payment in respect of the Debentures by the Mortgagor is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, dissolution, composition or arrangement for the time being in force or for any other reason, the Debenture Trustee shall be entitled hereafter to enforce the Security created herein as if no such discharge, release or settlement had occurred.

11. DISCLOSURE

The provisions set out in Clause 14.2 (*Disclosure*) of the DTD shall apply, *mutatis mutandis*, to this Deed.

12. INDEMNITY

The Mortgagor hereby undertakes and covenants that they shall indemnify the Debenture Trustee and any Receiver appointed in terms of clause 5.4 of this Deed, against all actions, proceedings, claims, demands losses, liabilities, damages, costs and expenses incurred by it or them in the execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or non-observance of any of the undertakings and agreements on the part of the Mortgagor herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Mortgaged Properties. Provided, however, this Indemnity shall not extend to those liabilities and expenses arising out of gross negligence or fraud or wilful default on part of the Debenture Trustee/ Receiver.

13. Attorney

13.1. Appointment

The Mortgagor hereby irrevocably appoints the Debenture Trustee as well as the Receiver as its attorney or attorneys, and in the name and on behalf of the Mortgagor –

(i) to act and execute all deeds and things which the Mortgagor is authorised to execute and do under the covenants and provisions contained under this Deed;

(ii) to use the name of the Mortgagor in the exercise of all or any of the powers under this Deed or conferred by any Applicable Law on the debenture trustees or the receiver appointed by such debenture trustee;

(iii) to execute on behalf of the Mortgagor at the cost of the Mortgagor under the powers conferred in this Deed or by any Applicable Law on the Debenture Trustee or the Receiver appointed hereof and also to execute on behalf of the Mortgagor, at

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the cost of the Mortgagor, such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the Security, and the Mortgagor shall bear the expenses that may be incurred by the Debenture Trustee or the Receiver in that behalf

(iv) Provided at any time prior to the occurrence of an Event of Default, the Debenture Trustee shall exercise its powers under this clause only if the Mortgagor fails to comply with the instructions of the Debenture Trustee under this Deed.

13.2 **Ratification**

The Mortgagor covenants with the Debenture Trustee to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Clause 13.1 hereinabove.

14. MISCELLANEOUS

14.1. Notices

(a) The addresses of the Parties for all notices under or in connection with the Transaction Documents are (i) as contained in Schedule 11 *(Address for service of notice for Parties)* of the DTD; or (ii) any other address notified by that Party for this purpose to the other Parties with not less than 3 (three) Business Days' notice.

(b) All notices under this Clause 14.1 shall be sent through both email and courier to the respective address mentioned in Schedule 11 of the DTD *(Address for service of notice for Parties)*. Any notice issued by any Party shall be deemed to be received by the recipient unless there is evidence that it was received earlier, on the day of successful transmission by email or on the third Business Day after the mailing thereof, whichever the earlier.

(c) For avoidance of doubt, any reference in this Deed to the "prior consent" of the Debenture Trustee shall include consent provided by way of email by the Debenture Trustee to the Mortgagor.

14.2. Governing Law and Jurisdiction

(a) This Deed and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of India.

(b) Subject to the terms of this Deed, each Party submits to the jurisdiction of the courts at Mumbai.

14.3. Further Assurances

(a) The Mortgagor shall, at its own cost and expense, promptly execute all documents and do all things (including the delivery, transfer, assignment or payment of all or part of the Mortgaged Properties to the Debenture Trustee and/ or its nominee(s)) that the Debenture Trustee may specify for the purpose of (a) preserving or exercising the Security created under this Deed or (b) perfecting the Security created over or title to all or any part of the Mortgaged Properties held by it.

(b) To enable the Debenture Trustee to exercise its rights under this Deed, the Mortgagor promptly upon written demand from the Debenture Trustee, at any time during the continuance of an Event of Default agrees to:

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i. procure the transfer of the Mortgaged Properties into the name of the Debenture Trustee or its nominee(s).
ii. execute all documents and do all other things that the Debenture Trustee may reasonably require to facilitate the realization and/or collection of the Mortgaged Properties; and
iii. furnish such other information and do such acts, deeds and things as may be required by the Debenture Trustee.

14.4 Waiver of Rights

(a) The Mortgagor hereby expressly irrevocably and unconditionally releases and waives any and all conditions, restrictions, terms and covenants under any agreement that restrict, prohibit or relate to the performance by the Mortgagor of the terms of this Deed.

(b) The Mortgagor confirms that no delay by the Debenture Trustee in exercising or not exercising any right, power or remedy accruing/available to the Debenture Trustee on an Event of Default or otherwise under the Transaction Documents shall impair or prejudice such right, power or remedy or shall be construed as its waiver or acquiescence. The Mortgagor further confirms that any single or partial exercise of any right, power or remedy by the Debenture Trustee shall not preclude further exercise thereof. Every right and remedy of the Debenture Trustee shall continue in full force.

14.5. Assignment

(a) The Mortgagor shall not be entitled to assign any of its rights, benefits and obligations under the Deed or the Transactions Documents to be executed/executed with the Debenture Trustee save for as expressly permitted under any Transaction Documents.

(b) The Debenture Trustee may assign, transfer, novate or dispose of any of, or any interest in, its rights or obligations under this Deed to any other third party (including, for the avoidance of doubt, an asset reconstruction company) without the prior consent of the Mortgagor.

14.6 Severability

Every term and provision contained in this Deed shall be severable and distinct from every other such term and provision. Any term or provision of this Deed which is determined by a competent authority to be invalid, illegal, prohibited or unenforceable under any law of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions of the Deed. Any such invalid illegal, prohibited or unenforceable term or provision in such jurisdiction shall not invalidate or render illegal, prohibited or unenforceable such term or provision in any other jurisdiction.

14.7. Security under this Deed

The Security Interest granted under this Deed is not to prejudice or be prejudiced by any other security interest, whether by way of mortgage, charge, deed, lien or any general or statutory right or otherwise which the Debenture Trustee may now or at any time hereafter have or hold over under any agreement with the Mortgagor or otherwise.

14.8. Entire Agreement

This Deed along with the other Transaction Documents constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of

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the Parties in relation to the mortgage of the Mortgaged Properties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

14.9 Amendments and waivers

(a) No provision of this Deed may be amended or waived unless made in writing and with the prior written consent of the Parties,

(b) Notwithstanding any term of any Transaction Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

14.10. Preservation of Rights

Neither the security interest created under this Deed, nor the rights, powers and remedies conferred to the Debenture Trustee by this Deed shall be discharged impaired or affected by:

(a) any total or partial invalidity or unenforceability of any Transaction Document;

(b) any time or other indulgence given or agreed to be given by the Debenture Trustee for the performance of the obligations by the Mortgagor under this Deed or under any Transaction Document;

(c) any amendment of any Transaction Document,

(d) any release or exchange of security or obligations granted or undertaken pursuant to any Transaction Document.

(e) any other act, event or omission which but for this provision would impair, discharge the Mortgagor's liability or security interest hereunder, and

(f) any change in the structure or organisation of the Mortgagor as a result of change in Applicable Law, insolvency of the Mortgagor or otherwise, including without limitation the winding up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Mortgagor, with any other company or takeover of the management or nationalisation of the Mortgagor.

14.11. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

14.12. Partnership

Nothing in this Deed shall be deemed to constitute a partnership between the Parties hereto or constitute any Party the agent of any other Party for any purpose

14.13 Specific Performance

(a) The Mortgagor agrees that (i) irreparable damage would occur if any provision of this Deed were not performed in accordance with the terms thereof, such damage being extremely difficult to estimate, thus making any remedy at law or in damages inadequate, and (ii) the Debenture Trustee shall have the right to apply to any court of competent jurisdiction in accordance with Clause 9 for a restraining order, an injunction, or for any other interim equitable relief that the Debenture Trustee deems necessary, appropriate or desirable, including specific performance, which will (A) restrain or enjoin any breach or threatened breach of this Deed or any other Transaction Document, or (B) require a party to act in accordance with the terms thereof

(b) Such rights shall be in addition to any other remedy available to the Debenture Trustee at Applicable Law or in equity.

(c) The Parties agree that the Debenture Trustee may seek the remedy of specific performance to enforce specifically the performance of the terms and provisions of this Deed without the necessity of proof of special damage, and if the Debenture Trustee institutes any action or proceeding to specifically enforce the provisions thereof, the party against whom such action or proceeding is brought shall

(i) waive the claim or defence therein that such party has an adequate remedy at law; and

(ii) confirm that it shall not offer in any such action or proceeding the claim or defence that such remedy at law exists.

14.14. Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Debenture Trustee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Debenture Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

14.15. Rights Cumulative

Unless specifically stated to the contrary in this Deed:

(a) No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Deed shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part, and

(b) No single or partial exercise of any right, power, privilege or remedy under this Deed shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy

14.16. The Company shall pay all stamp duty, taxes, charges and penalties applicable on this Deed required to be paid in accordance with the Applicable Laws.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have entered into this Deed the day and year first above written in Mumbai, India

The Common Seal of A R Amboli Developers Private Limited the Mortgagor has been affixed pursuant to the resolution passed by its Board of Directors at their meeting held on 10th September, 2020 in the presence of **Mr. Mahafuz Khaan**, Director & Authorised Signatory and **Mr. Sunil Kadam**, Director who has signed these presents in token thereof

M/s. A R AMBOLI DEVELOPERS PVT LTD

Director



Witnesses

1) Sudhir Pawar

2) P.E. Raut

SIGNED AND DELIVERED by the within named **IDBI TRUSTEESHIP SERVICES LIMITED** through its Authorised Signatory

Mr. Gaurav Mali



In the presence of:

Witnesses:

1) Sudhir Pawar

2) P.E. Raut

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Annexure-A

DETAILS OF THE MORTGAGED PROPERTIES

Part-A

(Project Land)

All the right, title, interest, benefits, entitlements of whatsoever nature of the Mortgagor in the Project Land including (i) ownership rights in respect of all that piece or parcel of land bearing Plot No 6-S and 7-S corresponding to CTS No. 440/6, 440/7, 440/7 (1 to 23) admeasuring in aggregate 2039.20 sq. mtrs. situate, lying and being at Village Ambivali, Taluka and District Andheri, Mumbai Suburban District within the limits of K/W Ward, Municipal Corporation of Greater Mumbai in the State of Maharashtra on which the said Project ("**MK Gabino**") is constructed and developed (ii) all benefits and entitlements under Deed of Conveyance dated 28/06/2013 entered between the Mortgagor & Nutan Shanti Priya Co-operative Housing Society Limited for acquiring the Project Land, and (iii) all benefits and entitlements under Letter of Intent dated 25/04/2019 and Commencement Certificate dated 22/05/2019 issued by SRA (iv) AND ALL the present and future development rights / FAR /FSI (floor space index) available to said Project or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto: AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor (both present and future) AND BOUNDED AS UNDER:

On or towards the North: By Gajendra Chaya SRA CHS;
On or towards the South: By 9 mtr. Wide Existing Road;
On or towards the West: By CTS NO 454, Mithawala Chawl;
On or towards the East: By Neo Blase CHS LTD

Part-B

All buildings, constructions and structures thereon not limited to the unsold units and [illegible] constructions of every description which are erected/constructed or to be erected/constructed, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached and forms part of the said Project and includes all furniture, fixtures, fittings, ways, sewerages, drains, liberties, privileges, easements and appurtenances whatsoever to the said Project or any part thereof **BUT DOES NOT INCLUDE** the Sold Units and Rehab Units specified in **Part-A and Part-C of Annexure-B** hereto **BUT INCLUDES** the balance and future receivables in respect of the Sold Units in the said Project the details as mentioned in **Part-A** of **Annexure-B** hereto **AND ALSO INCLUDES** all receivables in respect of Unsold Units in the said Project specified in **Part-D** of Annexure-B

Part-C

All the right, title, interest, benefits, claims and demands whatsoever of the Mortgagors in the said Project/Project Land to, under and/or in respect of (a) in the Project Documents, as may be amended, varied or supplemented from time to time, both present and future, (b) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagors in the approvals/permissions relating to the Project, as the case may be, both present and future; (c) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagors in any letter of credit, guarantee, performance bond provided by any party to the Projects Documents, as the case may be, both present and future, and (d) all the rights, title, interest, benefits, claims and demands whatsoever of the Mortgagors in, to under and/or in respect of the Insurance Policies both present and future and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder which description shall include all properties of the above description whether presently in existence or acquired hereafter, both present and future.

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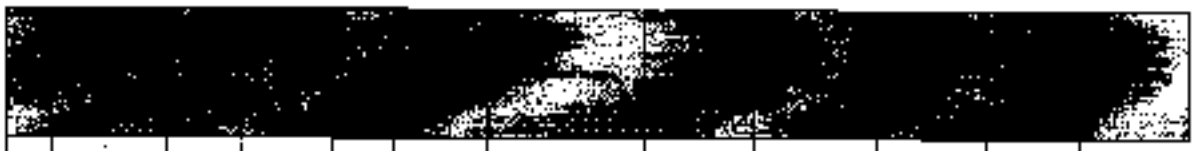
Annexure-B

Part A

Project- "MK Gabino"

(Sold Units in the said Project)

(All 1 BHK units in Tower MK Gabino)



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28	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
29	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
32	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
34	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
37	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
38	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
39	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
40	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
41	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
42	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
43	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total		[illegible]	[illegible]					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

बदर - १६		
६६०३	५६	९८८

Part B
Details of Lenders where Sold Units are mortgaged

1	201	Mrs. Regina Albert Vaz	HDFC	1001, B Wing, Western Edge-II, Western Express Highway, Borivali (E), Mumbai - 400 066
2	305	Mr. Vinod Manoj Pillai	State Bank of India	RAGPC Agarwal

Part C
Details of Rehab Units

1	Ground Floor	1	16.86	182	Society Office
2		2	21.20	228	Society Office
3		3	21.80	235	Satish Parab
4		4	21.80	235	J K Marketing
5		5	10.89	118	Kumbhal Khatri
6	1st Floor	101	28.14	303	Health Center
7		102	28.14	303	Vinit Mehrotra
8		108	28.14	303	Rehab Tenant
9		109	28.14	303	Rehab Tenant
10	2nd Floor	201	28.14	303	Rehab Tenant
11		202	28.14	303	Rehab Tenant
12		203	28.14	303	Rehab Tenant
13		204	28.14	303	Rehab Tenant
14		205	28.14	303	Rehab Tenant
15		206	28.14	303	Rehab Tenant
16		207	28.14	303	Rehab Tenant
17		208	29.23	303	Wellare Center
18		209	29.23	303	Subway
19	3rd Floor	301	28.14	303	Rehab Tenant
20		302	28.14	303	Rehab Tenant
21		303	28.14	303	Rehab Tenant
22		304	28.14	303	Rehab Tenant
23		305	28.14	303	Rehab Tenant
24		306	28.14	303	Rehab Tenant
25		307	28.14	303	Rehab Tenant
26		308	28.14	303	Rehab Tenant
27		309	28.14	303	Rehab Tenant
28	4th Floor	401	28.14	303	Rehab Tenant
29		402	28.14	303	Rehab Tenant
30		403	28.14	303	Rehab Tenant
31		404	28.14	303	Rehab Tenant
32		405	28.14	303	Rehab Tenant
33		406	28.14	303	Rehab Tenant
34		407	28.14	303	Rehab Tenant
35		408	28.14	303	Rehab Tenant
36		409	28.14	303	Rehab Tenant
37	5th Floor	501	28.14	303	Rehab Tenant
38		502	28.14	303	Rehab Tenant
39		503	28.14	303	Rehab Tenant
40		504	28.14	303	Rehab Tenant

43		505	28.14	303	Rehab Tenant
42		506	28.14	303	Rehab Tenant
43		507	28.14	303	Rehab Tenant
44		508	28.14	303	Rehab Tenant
45		509	28.14	303	Rehab Tenant
46	6th Floor	601	28.14	303	Rehab Tenant
47		602	28.14	303	Rehab Tenant
48		603	28.14	303	Rehab Tenant
49		604	28.14	303	Rehab Tenant
50		605	28.14	303	Rehab Tenant
51		606	28.14	303	Rehab Tenant
52		607	28.14	303	Rehab Tenant
53		608	28.14	303	Rehab Tenant
54		609	28.14	303	Rehab Tenant
55	7th Floor	701	28.14	303	Rehab Tenant
56		702	28.14	303	Rehab Tenant
57		703	28.14	303	Rehab Tenant
58		704	28.14	303	Rehab Tenant
59		705	28.14	303	Rehab Tenant
60		706	28.14	303	Rehab Tenant
61		707	28.14	303	Rehab Tenant
62		708	28.14	303	Rehab Tenant
63		709	28.14	303	Rehab Tenant
64	8th Floor	801	28.14	303	Rehab Tenant
65		802	28.14	303	Rehab Tenant
66		803	28.14	303	Rehab Tenant
67		804	28.14	303	Rehab Tenant
68		805	28.14	303	Rehab Tenant
69		806	28.14	303	Rehab Tenant
70		807	28.14	303	Rehab Tenant
71		808	28.14	303	Rehab Tenant
72		809	28.14	303	Rehab Tenant
73	9th Floor	901	28.14	303	Rehab Tenant
74		902	28.14	303	Rehab Tenant
75		903	28.14	303	Rehab Tenant
76		904	28.14	303	Rehab Tenant
77		905	28.14	303	Rehab Tenant
78		906	28.14	303	Rehab Tenant
79		907	28.14	303	Rehab Tenant
80		908	28.14	303	Rehab Tenant
81		909	28.14	303	Rehab Tenant
82	10th Floor	1001	28.14	303	Rehab Tenant
83		1002	28.14	303	Rehab Tenant
84		1003	28.14	303	Rehab Tenant
85		1004	28.14	303	Rehab Tenant
86		1005	28.14	303	Rehab Tenant
87		1006	28.14	303	Rehab Tenant
88		1007	28.14	303	Rehab Tenant
89		1008	28.14	303	Rehab Tenant
90		1009	28.14	303	Rehab Tenant
91	11th Floor	1101	28.14	303	PROV PAP
92		1102	28.14	303	PROV PAP
93		1103	28.14	303	PROV PAP
94		1104	28.14	303	PROV PAP

95		1106	28.14	303	PROV. PAP
96		1108	28.14	303	PROV. PAP
97		1107	28.14	303	PROV. PAP
98		1105	28.14	303	PROV. PAP
99		1109	28.14	303	PROV. PAP
100	12th Floor	1201	28.14	303	PROV. PAP
101		1202	28.14	303	PROV. PAP
102		1203	28.14	303	PROV. PAP
103		1204	28.14	303	PROV. PAP
104		1205	28.14	303	PROV. PAP
105		1209	28.14	303	PROV. PAP
106		1207	28.14	303	PROV. PAP
107		1208	28.14	303	PROV. PAP
108		1206	28.14	303	PROV. PAP
109	13th Floor	1301	28.14	303	PROV. PAP
110		1302	28.14	303	PROV. PAP
111		1303	28.14	303	PROV. PAP
112		1304	28.14	303	PROV. PAP
113		1305	28.14	303	PROV. PAP
114		1306	28.14	303	PROV. PAP
115		1307	28.14	303	PROV. PAP
116		1308	28.14	303	PROV. PAP
117		1309	28.14	303	PROV. PAP
118	14th Floor	1401	28.14	303	PAP
119		1402	28.14	303	PAP
120		1403	28.14	303	PAP
121		1404	28.14	303	PAP
122		1405	28.14	303	PAP
123		1406	28.14	303	PAP
124		1407	28.14	303	PAP
125		1408	28.14	303	PAP
126		1409	28.14	303	PAP
127	15th Floor	1502	28.14	303	Rehab Tenant
128		1503	28.14	303	Rehab Tenant
129		1504	28.14	303	Rehab Tenant
130		1505	28.14	303	Rehab Tenant
131		1506	28.14	303	Rehab Tenant
132		1507	28.14	303	Rehab Tenant
133		1508	28.14	303	Rehab Tenant
134		1509	28.14	303	Rehab Tenant
	Total		3,734.76	40,888	

अदर - १६		
६६०३	६२	१८८

Part D
Details of Unsold Units

1	101	MK Gabino	366	604
2	202	MK Gabino	416	688
3	302	MK Gabino	416	686
4	402	MK Gabino	416	686
5	504	MK Gabino	393	648
6	602	MK Gabino	416	686
7	702	MK Gabino	416	686
8	704	MK Gabino	393	648
9	801	MK Gabino	366	604
10	802	MK Gabino	416	686
11	804	MK Gabino	393	648
12	901	MK Gabino	366	604
13	902	MK Gabino	416	686
14	1001	MK Gabino	366	604
15	1002	MK Gabino	416	686
16	1101	MK Gabino	366	604
17	1102	MK Gabino	416	686
18	1201	MK Gabino	366	604
19	1301	MK Gabino	366	604
20	1302	MK Gabino	416	686
21	1304	MK Gabino	393	648
22	1305	MK Gabino	394	650
23	1401	MK Gabino	366	604
24	1402	MK Gabino	416	686
25	1404	MK Gabino	393	648
26	1405	MK Gabino	394	650
27	1501	MK Gabino	366	604
28	1502	MK Gabino	416	686
29	1504	MK Gabino	381	648
30	1505	MK Gabino	394	650
31	1601	MK Gabino	366	604
32	1602	MK Gabino	416	686
33	1604	MK Gabino	381	648
34	1605	MK Gabino	394	650
35	1701	MK Gabino	366	604
36	1702	MK Gabino	416	686
37	1704	MK Gabino	393	648
38	1705	MK Gabino	394	650
39	1501	Rehab Wing	324	535
40	1601	Rehab Wing	515	851
41	1602	Rehab Wing	515	850
42	1603	Rehab Wing	348	574
43	1604	Rehab Wing	415	685
44	1603	Rehab Wing	341	563
45	1608	Rehab Wing	341	563
46	1701	Rehab Wing	435	719
47	1702	Rehab Wing	435	719
48	1703	Rehab Wing	348	574
49	1704	ReReb Wing	410	677

60	1705	Rehab Wing	341		583
61	1706	Rehab Wing	341		569
62	1801	Rehab Wing	456		788
63	1803	Rehab Wing	348		572
64	1804	Rehab Wing	410		677
65	1805	Rehab Wing	341		583
66	1806	Rehab Wing	341		643
Total			21,852		36,221

खण्डर - ९६

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बदर - १६		
६६०३	६६	१८८

Appendix A

Map of Project Land

