

Name MANISH KUMAR  
Designation Ex. M  
Signature   
Date 10-09-2018  
Place, Ghaziabad, UP, India

20365



INDIA NON JUDICIAL



सत्यमेव जयते

## Government of Uttar Pradesh

### e-Stamp

**Certificate No.**

IN-UP05038406510371Q

**Certificate Issued Date**

12-Sep-2018 12:51 PM

**Account Reference**

SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB

**Unique Doc. Reference**

SUBIN-UPUPSHCIL0106026214801445Q

**Purchased by**

OXIRICH CONSTRUCTION PVT LTD

**Description of Document**

Article 40 Mortgage Deed

**Property Description**

TOWER-O-5 AND O-6 OXIRICH SQUARE ONE VILLAGE  
MOHIUDDINPUR KANAWANI GZB

**Consideration Price (Rs.)**

:

**First Party**

OXIRICH CONSTRUCTION PVT LTD

**Second Party**

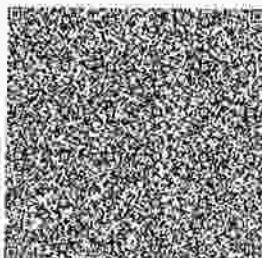
CAPRI GLOBAL CAPITAL LTD

**Stamp Duty Paid By**

OXIRICH CONSTRUCTION PVT LTD

**Stamp Duty Amount(Rs.)**

5,00,000  
(Five Lakh only)



Verified By  
Registration Clerk  
Ghaziabad  
Locked By  
Sub Registrar-IV  
Ghaziabad

Please write or type below this line



TQ 0007944053

**Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
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INDENTURE OF MORTGAGE

This **INDENTURE OF MORTGAGE** is made at the place and on the date as mentioned in **SCHEDULE I** hereto (hereinafter referred to as the "Indenture")

by

Each Person named as Mortgagor in **Schedule I** hereto, having its registered office / place of business / residence at the place specified therein (hereinafter referred to as the "Mortgagor(s)/Borrower(s)")

and/or

Each Person named as Land Owner(s) in **Schedule I** hereto, having its registered office / place of business / residence at the place specified therein (hereinafter referred to as the "Land Owner(s)")

and/or

Each Person named as Co-Borrower(s) in **Schedule I** hereto, having its registered office / place of business / residence at the place specified therein (hereinafter referred to as the "Co-Borrower").

and/or

Each Person named as Promoter(s) in **Schedule I** hereto, having its registered office / place of business / residence at the place specified therein (hereinafter referred to as the "Promoter")

The Mortgagor(s)/Land Owner(s)/Co-Borrower(s)/Promoter(s) are party of the **One Part**.

in favour of

**Capri Global Capital Limited**, a company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company and having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013 (hereinafter referred to as the "Lender" or "Mortgagee", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Other Part**

The expression Mortgagor shall, unless repugnant to the subject or context or meaning thereof, be deemed to mean and include:

- (i) in case the Mortgagor is a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or any previous company law (as the case may be), its successors and permitted assigns;
- (ii) in case the Mortgagor is an individual, his / her respective heirs, administrators and executors;
- (iii) in case the Borrower is a partnership firm, the partners for the time being and from time to time and their respective legal heirs, executors, legal representatives and administrators of last such surviving partner;
- (iv) in case the Mortgagor is a limited liability partnership, its successors and permitted assigns;
- (v) in case the Mortgagor is a joint Hindu undivided family ("HUF"), the karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; and
- (vi) in case the Mortgagor is a trust, the trustee or trustees for the time being and from time to time of the said trust and the heirs and legal representatives of the trustee(s) of the said trust and last surviving trustee and his or her permitted assigns.

The Mortgagor(s) and the Mortgagee shall hereinafter be collectively referred to as the "Parties" and each of them individually as a "Party".

**WHEREAS:-**

- A. Each Person named as Borrower and, where applicable, Co-Borrower, in **Schedule I** hereto having its registered office / place of business / residence at the place specified therein (hereinafter referred to as "Borrower", which shall include a reference to the Co-Borrower, if any).
- B. The Borrower and the Land Owner(s), details whereof are set out in **Schedule I** hereto, have entered into the Development Agreement pursuant to which the Land Owner(s) has / have, *inter-alia*, granted development rights to the Borrower for developing the Project Land in accordance with the terms and conditions set out in

 Oxdrick Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 ONGC Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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Development Agreement. In addition to the Development Agreement, the Land Owner(s) has / have also issued the POA in favour of the Borrower, whereby the Borrower is, *inter-alia*, authorized to sell the Borrower Units.

C. In accordance with the Project Documents, the Borrower has undertaken and is in the process of constructing / developing / building the Project.

D. The Borrower being in need of financial assistance for the purpose of constructing / developing / building the Project, has/have approached the Mortgagee and pursuant to a loan agreement, details of which are provided under **Schedule I** hereto (hereinafter referred to as "Loan Agreement", the Lender has agreed to grant to the Borrower(s) the term loan facility, details of which are provided under **Schedule I** hereto (hereinafter referred to as "Facility") to the Borrower(s) on the terms and conditions contained thereunder in the Loan Agreement and other Facility Documents.

E. One of the conditions on which the Facility has been sanctioned by the Lender to the Borrower(s) is that the Principal Amount under the Facility together with all accrued Interest, Default Interest payable thereon (if any), additional interest payable thereon (if any), liquidated damages, costs, charges and all other moneys, amounts, costs, charges and expenses due and payable / to be reimbursed by the Borrower(s) to the Lender in accordance with the terms of the Loan Agreement and other Facility Documents and all obligations of the Borrower(s) in accordance with the terms of the Facility Documents (hereinafter referred to as "Mortgage Debt") shall be secured, *inter-alia*, by way of a registered mortgage over the identified immovable and movable properties of the Mortgagor(s), as more particularly described under **Schedule V** hereto, to be created by the Mortgagor(s) in favour of the Mortgagee in the manner ranking and priority as contemplated hereunder.

F. The Mortgagee has now called upon the Mortgagor(s) to execute these presents and to create security in the Mortgaged Properties (as defined below) in favour of the Mortgagee, which the Mortgagor(s) has / have agreed to do in accordance with the terms and on the conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH:**

**1. Definitions and Interpretation**  
**1.1 Definitions**

Any capitalized term used but not defined in this Indenture shall, unless the context otherwise requires, have the meaning given to it in the Loan Agreement or other Facility Documents, as applicable. In this Indenture, the capitalised terms listed below shall have the following meanings: -

"Borrower's Area" shall have the meaning ascribed to the term under the Loan Agreement.

"Borrower(s) Units" shall mean the residential units / commercial units / premises / flats / shops / offices / retail spaces, etc. in the Project along with the car parking area in relation to such units / flats / premises, forming part of the Project Units, details whereof are more particularly set out in Part A and Part B of **Schedule IV** hereto, which the Mortgagor(s) is entitled to under the terms of the Project Documents.

"Clearances" shall mean any consent, license, approval, registration, permit or other authorisation of any nature which is required to be granted by any statutory or regulatory Authority (i) under the Facility Documents, its obligations, including without limitation the making by it of the payments contemplated by the Facility Documents, (ii) for the enforceability of any Facility Documents and the making of any payments contemplated thereunder, (iii) for the construction, operation, and maintenance of the Mortgaged Properties, and (iv) for all such other matters as may be necessary in connection with the Mortgaged Properties or the performance of any Person's obligations under any Facility Documents.

"Escrow Account(s)" shall mean the escrow account(s) opened / to be opened by the Mortgagor with the Escrow Agent for the purpose of deposit, *inter-alia*, of the Project Receivables, and which shall be operated in accordance with the provisions of the Loan Agreement and the Escrow Agreement(s).

"Escrow Agreement(s)" shall mean the escrow agreement(s) executed / to be executed by and between the Borrower, the Mortgagor, the Lender and the Escrow Agent for the purpose of opening the Escrow Account(s) and stipulating the terms and conditions governing the operation and maintenance of the Escrow Account(s).

"Escrow Agent" shall mean the entity / Person identified as escrow agent under **Schedule I** hereto.

"Facility Documents" shall have the meaning ascribed to the term under the Loan Agreement.

Oxirich Construction Private Limited Borrower/Mortgagor	S.V. Liquor(India) Ltd. Land Owner 1	NIHO Construction Ltd. Land Owner 2	Capri Global Capital Limited Lender/Mortgagee
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निष्पादन लेखपत्र घाट सुनाते व समझाने मजबूत व प्राप्त घनराशि ह प्रभेकानुसार उक्त

बंधकी: 1

श्री औषतीर्थ कंस्ट्रक्शन प्रा.लि के द्वारा सदीप रार्मा, पुत्र श्री आर पी शर्मा

निवासी: दी-31/6 सैकिङ्ग फ्लॉर डी.एल.एफ फेज-3 शुद्धगोव हरियाणा

व्यवसाय: अन्य

बंधकी: 2

श्री एस.पी. लिकर इंडिया लि. के द्वारा पतीक चौधूरा, पुत्र श्री शोहन भाई चौधूरा

निवासी: फ्लॉट नं. 175 पॉकेट-डी भग्न विहार फेज-2 पटपत्तनम दिल्ली

व्यवसाय: अन्य

बंधकी: 3



श्री एन.आई.एच.ओ कंस्ट्रक्शन लि. के द्वारा विकास दुआ, पुत्र श्री महेश दुआ

निवासी: ए-15,फ्लॉर भग्नोडी अपार्टमेंट विकास पुरी दिल्ली

व्यवसाय: अन्य

बंधक कर्ता: 1



श्री कैपरी रत्नेश कौपिल लि. के द्वारा वैभव गुरा, पुत्र श्री हरी शोहन गुरा

निवासी: जी-401 नीतपदम-1 सैकटर-4 विशाली गांधियावाद

व्यवसाय: अन्य

बंधक कर्ता: 2



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री पिंदू, पुत्र श्री सुरेश

निवासी: तहसील कंपाउंड गांधियावाद

व्यवसाय: अन्य

पहचानकर्ता: 2



**"Mortgaged Immovable Properties"** shall mean all the immovable properties more particularly described in Part A of Schedule V hereto.

**"Mortgaged Movable Properties"** shall include the Project Receivables and other movable assets / properties as more particularly described in Part B of Schedule V hereto.

**"Mortgaged Properties"** shall mean the Mortgaged Immovable Properties and the Mortgaged Movable Properties collectively.

**"Obligor(s)"** shall have the meaning ascribed to the term under the Loan Agreement.

**"Outstandings"** shall include, at any time, the Principal Amount, the proportionate accrued Interest, proportionate Default Interest payable thereon (if any), and all other amounts, monies, charges, payments and fees payable by the Borrower(s) to the Lender in accordance with the terms of the Facility Documents.

**"Project"** shall mean the real estate project being constructed / developed by the Mortgagor(s) on the Project Land, details of which are provided under Schedule III hereto.

**"Project Documents"** shall mean the various deeds, documents, agreements and other writings which have been executed by / in favour of the Borrower, the Mortgagor and/or the Land Owner(s), pursuant to which the Borrower, the Mortgagor and/or the Land Owner(s) is/are entitled to the Mortgaged Properties and/or construct / develop the Project and shall also include the deeds, documents pursuant to which the Land Owner(s) is/are entitled to the ownership of the Project Land, and more particularly listed and identified in Schedule III hereto.

**"Project Land"** shall mean all those pieces and parcels of land, details of which are provided in Schedule II hereto.

**"Project Receivables"** shall mean all and any of the monies accruing to or arising out of or in relation or in connection with the Project and/or the Mortgaged Properties (including the Borrower's Area), as applicable, including, but not limited to, amounts owing to, and received and / or receivable by the Mortgagor(s) and/or any Person on its/their behalf in connection with the Project and/or the Mortgaged Properties (including the Borrower's Area), all book debts, present or future, all cash flows and receivables and proceeds arising from or in relation to or in connection with the Project and/or the Mortgaged Properties (including the Borrower's Area), as the case may be, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor(s), to or in respect of all of the aforesaid monies, amounts, cash flows and receivables, both present and future including but not limited to lease rentals, advance, booking amounts, instalments, amounts accruing from the sale / transfer / lease / leave and license/ other disposal of the Mortgaged Properties (including Borrower's Area) or parking allotment / sale etc., and/or any other monies whatsoever arising out of rents / lease deposits / the booking for sale / pre-sale / pre-launch etc. in relation to the Borrower's Area / any other accruals forming part of the Mortgaged Properties including but not limited to proceeds of insurance with respect to the Project (or any part thereof) and / or Mortgaged Properties payable to or received by the Mortgagor(s) under any claim arising out of any insurance policy in effect and held by or for the benefit of the Mortgagor(s). It is hereby expressly clarified that the Project Receivables, in so far as they relate to the Sold Units, shall include the receivables pending to be received by the Mortgagor(s) or any Person on its / their behalf in relation to such Sold Units. Further, it is expressly clarified that the Project Receivables shall also include refund of deposit amount which is deposited by the Borrower and amounts to be received under the bank guarantee(s), if any, given by the Borrower(s) pursuant to the Development Agreement or any other agreement in relation thereto.

It is hereby further clarified that Project Receivables shall not include the following:

- (i) pass through charges i.e. amounts received by the Borrower / relevant Obligors from the prospective purchasers or alienees of Borrower Units, value added tax, service tax, goods and service tax or other indirect taxes recovered by the Borrower / relevant Obligors from the prospective purchasers of Borrower Units and paid to the Government, and stamp duty and registration charges;
- (ii) common area maintenance deposits and charges receivable after the completion of the Project and handover of the said premises to the prospective purchasers i.e. the amounts recovered by the Borrower / relevant Obligors from the prospective purchasers of the Borrower Units towards their pro rata contribution in the expenses and outgoings of the common areas and facilities of the said Project;
- (iii) all amounts recovered by the Borrower / relevant Obligors from such prospective purchasers as and by way of statutory deposits and charges, club membership charges, infrastructural charges, society formation charges and legal charges;
- (iv) insurance policy obtained by the Borrower / any Obligor for the benefit of third parties.

 Oxirich Construction Private Limited	 S.V. Liquor(India) Ltd	 NIRO Construction Ltd.	 Capri Global Capital Limited
Borrower/Mortgagor	Land Owner 1	Land Owner 2	Lender/Mortgagee

श्री रमेश सिंह, पुर श्री धर्म पाल सिंह

निवासी: शाम-ओलेहा बुलेट्रेल इलाहाबाद प्रदेश

ट्यूक्सार्ड: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हस्ताक्षर प्रसाद

उप निवेशक: सदर घटुर्म  
गाँवबाद

गाँवबाद सदर घटुर्म लिपिक  
कालिक सहायक (निवासी) - लिवान्दा

ने की। प्रत्यक्षताकाल साक्षियों के निष्ठान अंगूठे जिक्रानुसार सिर गप है।  
टिप्पणी:

"Project Units" "Project Units" shall mean all residential units / commercial units / premises / flats / shops / offices / retail spaces, etc., as the case may be, along with the car parking area in relation to such units / premises / flats / shops / offices / retail spaces comprised in the Project including the Borrower Units and the Land Owners Units, details of which are set out in Part A, Part B and Part C of Schedule IV hereto.

"Receiver" shall have the meaning given to it in Clause 15 below.

"Sold Units" shall mean the Borrower Units which have been sold/leased by the Mortgagor(s), details whereof are more particularly set out in Part A of Schedule IV hereto and shall include the Borrower Units which may be sold by the Mortgagor after the Effective Date.

"Unsold Units" shall mean the Borrower Units which are unsold / to be sold by the Borrower, details whereof are more particularly set out in Part B of Schedule IV hereto and shall automatically be deemed to include the Sold Units in case of any cancellations and/or refunds

#### 1.2 Interpretation

- (i) Clause 1.2 (Interpretation) of the Loan Agreement shall be deemed to be incorporated herein by reference and shall apply *mutatis mutandis* to this Indenture.
- (ii) The term "Borrower" wherever used in this Indenture shall, unless the context otherwise requires, also include, mean and refer to the Co-Borrower, if any.
- (iii) When there is more than one Mortgagor or Borrower, wherever the context so requires, the term "Mortgagor" / "Borrower" shall be construed as "Mortgagors" / "Borrowers" or any one of them and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Mortgagor / Borrower or any one of them.
- (iv) The expressions "Mortgagor" shall, unless repugnant to the context or meaning thereof, be deemed to mean and include in case the Mortgagor is:
  - (a) an individual, his / her heirs, administrators and executors;
  - (b) a sole proprietorship, the sole proprietor and his / her heirs, administrators and executors;
  - (c) a partnership firm formed under the Partnership Act, 1932, the partners or partner for the time being, their respective heirs, executors and administrators and the heirs, executors and administrators of the last surviving partner;
  - (d) a limited liability partnership formed under the Limited Liability Partnership Act, 2008, its successors and permitted assigns;
  - (e) a company incorporated under the Companies Act, 1956 or Companies Act, 2013 or any previous company law, its successors and permitted assigns;
  - (f) a joint Hindu undivided family, the Karta and/or any / each of the adult members of the HUF and their respective heirs, executors and administrators;
  - (g) a society, its successors and permitted assigns;
  - (h) a trust, the trustee or trustees for the time being thereof, their respective heirs, executors and administrators and the heirs, executors and administrators of the last surviving trustee.

#### 2. COVENANT TO PAY

Pursuant to the Facility Documents and in consideration of the Lender have lent and advanced/ agreeing to lend and advance the Facility to the Borrower(s), the Mortgagor(s) hereby declares, promises, covenants and undertakes that it shall comply with the terms and conditions of this Indenture, the Loan Agreement and other Facility Documents and shall repay, pay or reimburse the Mortgage Debt in relation to the Lender in accordance with this Indenture, the Loan Agreement and other Facility Documents

#### 3. CONSIDERATION

In consideration of the Mortgagee having extended and / or agreed to extend the Facility to the Borrower(s) on the terms and conditions recorded in the Facility Documents, the Mortgagor(s) hereby promises, declares, covenants, undertakes and agrees that it shall repay to the Mortgagee, the Mortgage Debt in the manner provided in the Facility Documents AND that in the event the Borrower(s) and/or the Mortgagor(s) fails to pay / repay the Mortgage Debt on the respective due dates as set out in the Facility Documents, then and in every such case it shall be liable to pay to the Mortgagee, Default Interest at the Default Interest Rate mentioned in the Loan Agreement PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED THAT these provisions relating to default in payment of the Mortgage Debt under the Facility and/or Interest and clauses relating to Default Interest shall not in any way be deemed to authorize the Borrower(s) to allow the Mortgage Debt or any part thereof under the Facility and/or interest to fall in arrears nor shall they in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing payment of the Mortgage Debt.

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd Land Owner 1	 NIHO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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#### 4. GRANT, TRANSFER AND REDEMPTION

4.1 In consideration of the aforesaid, the Mortgagor(s) does/do hereby grant, transfer and assure by way of English mortgage, without possession, the Mortgaged Properties and all of its/their right, title and interest in / over the Mortgaged Properties, as security for repayment of the Mortgage Debt, in favour of the Mortgagee, with a condition that on the repayment of the Mortgage Debt, the Mortgagee will redeem the Mortgaged Properties from the mortgage security and shall, if so required by the Mortgagor(s), execute deed of release at the costs of the Mortgagor(s).

4.2 In relation to the Mortgaged Properties, the Mortgagor(s) hereby declares and confirms that, the Mortgaged Properties are free from all Encumbrances and the mortgage created hereunder on the Mortgaged Properties shall rank as a first and exclusive mortgage in favour of the Mortgagee.

4.3 The Mortgagor(s) hereby states, declares and agrees that in the event the Borrower(s) / Mortgagor is unable to repay the Mortgage Debt within the time specified in the Facility Documents (including the Cure Period, where applicable), the Mortgagee will become entitled to have the Mortgaged Properties sold through any competent court or otherwise or to take any action in accordance with the terms contained herein, and to realise and receive the Mortgage Debt out of the net sale proceeds of the Mortgaged Properties.

#### 5. SECURITY

The Mortgagor(s) hereby agrees, states, confirms and declares that:-

##### 5.1 Continuing Security

The security created / purported to be created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the entire Mortgage Debt has been fulfilled / repaid, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower(s) and/or Mortgagor of the whole or any part of the Mortgage Debt in accordance with the Facility Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Mortgagee may now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced against the Mortgagor(s) without first having recourse to any other rights of the Mortgagee.

##### 5.2 Other Security

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

##### 5.3 Cumulative Powers

The powers which this Indenture confers on the Mortgagee and/or any Receiver, appointed with prior intimation to the Mortgagor(s) hereunder, are cumulative, without prejudice to their respective powers under the Applicable Law and any Facility Documents, and may be exercised as often as the Mortgagee or the Receiver thinks appropriate in accordance with these presents. The Mortgagee or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever; and the Mortgagor(s) acknowledges that the respective powers of the Mortgagee and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Mortgagee or Receiver as relevant.

No failure or delay by the Mortgagee to exercise any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies therein provided are cumulative and do not exclude any other rights, powers and remedies provided by Applicable Law. If at any time any provision of this Indenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Indenture shall not be affected or impaired thereby.

##### 5.4 Avoidance of Payments

If any amount paid by the Mortgagor(s) and/or Borrower(s) (as may be applicable) in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Mortgagor(s) and/or the Borrower(s) or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Mortgagor and/or Borrower(s) or any other

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 ZNIHO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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claimant by the Mortgagee.

**5.5 Further Acquisition**

- (i) Any buildings or structures which shall from time to time hereafter during the continuance of this security be constructed or erected or installed or be in or upon or about Mortgaged Immovable Properties, hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Immovable Properties and/or any part thereof whether in substitution or replacement of or in addition to any buildings and structures now standing or being fixed or attached or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor(s) shall, at its own costs forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.
- (ii) Any structures, equipment, fixtures, articles and things, save for any furniture and other such movable properties belonging to the occupiers of the Borrower Units, which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the Borrower Units hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to Borrower Units and/or any part thereof whether in substitution or replacement of or in addition to any structures, machinery, equipment, fixtures, articles and things now standing or being fixed or attached or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor(s) shall, at its own costs, forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.
- (iii) The Mortgagor(s) hereby agrees to deposit all the Project Receivables into the Escrow Account(s) and shall take all necessary actions and perform all necessary acts in this regard, as per the provisions of the Loan Agreement and the Escrow Agreement

**5.6** The Mortgagor(s) hereby agrees and confirms that in the event the Mortgagor purchases or is entitled to any additional area in the Project, the same shall be automatically mortgaged by the Mortgagor(s) in favour of the Mortgagee without any further act, deed, thing or document and shall be deemed to be a part of the Mortgaged Properties and the mortgage on the said additional area shall be governed by the provisions of this Indenture.

**5.7** The Mortgagor(s) hereby agrees and confirms that this mortgage shall extend to and include all profits and accretions accruing to the Mortgaged Properties.

**6. COVENANTS NOT TO DEAL WITH OR DISPOSE OF THE MORTGAGED PROPERTIES**

**6.1** Subject to the provisions of Clause 6.2 below, the Mortgagor(s) hereby agrees, undertakes, promises and declares that so long as the Mortgage Debt or any part thereof remains unpaid, the Mortgagor(s) shall not deal with or dispose of any interest in any of the Mortgaged Properties or any part thereof in a manner prejudicial to the interests of the Mortgagee under these presents, except with the prior permission in writing of the Mortgagee and shall hold the same unto and to the use absolutely for the benefit of the Mortgagee and subject to the powers and provisions herein declared and contained and concerning the same. For the purposes of this Clause 6.1, "dispose of any interest" shall include (i) creation of any Encumbrance in respect of the Mortgaged Properties (or any part(s) thereof) whether ranking in priority or equally or subservient or having *paripassu* status with / to the security herein, or (ii) selling, giving, on leasehold basis or tenancy or licence or otherwise transferring any of the Borrower Units / Borrower Area or any part(s) thereof comprised in the Mortgaged Properties.

**6.2** The Mortgagor(s) hereby agrees that it shall only be entitled to sell / transfer / lease / license the Borrower's Area or any part thereof (including the Borrower Units), provided that the following conditions / requirements are complied with:-

- (i) any agreement for sale / sale deed / lease deed / lease and license agreement or any other writing, agreement, deed or documentation executed by the Mortgagor(s) with the purchasers / lessees / licensees of the Borrower's Area or any part thereof (including Borrower Units) shall contain provisions to stipulate that the consideration paid / to be paid by such purchasers / lessees / licensees / lessees shall be directly credited into / paid to the credit of the Escrow Account(s);
- (ii) the proceeds of such sale / transfer / lease and license / lease are / shall be credited directly into the Escrow Account(s); and

			
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(iii) the Mortgagor(s) shall have obtained the written consent of the Mortgagee, prior to entering into such sale / sale deed / lease deed / leave and license or any other writing, agreement, deed or documentation in relation to the Borrower's Area or any part thereof (including Borrower Units), in the form of a "No Objection Certificate".

#### 7. RIGHT OF REDEMPTION

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that, subject to the terms and conditions contained herein and in other Facility Documents, if the Mortgagor(s) shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagee the entirety of the Mortgage Debt in the manner mentioned in the Loan Agreement and the Facility Documents, the Mortgagee shall, upon the request and at the costs, charges and expenses of the Mortgagor(s), re-convey and retransfer the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be unto and to the use of the Mortgagor(s) or as the Mortgagor(s) shall direct. It is hereby agreed that, save as otherwise provided herein and in the other Facility Documents, until default be made by the Mortgagor in payment of the Mortgage Debt under the Loan Agreement and/or under these presents, the Mortgagor shall remain in the possession of the Mortgaged Properties.

#### 8. MORTGAGOR(S) COVENANTS

##### 8.1 Authority to Mortgage

The Mortgagor(s) does hereby covenant, undertake, promise and declare that the Mortgagor(s) has good right, full power and absolute authority to grant, assign, transfer and assure all the rights held by it in respect to the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be or every part thereof unto and to the use of the Mortgagee in the manner aforesaid and the Mortgagor(s) has obtained all consents or approvals from any Person for executing this Indenture and creating the mortgage herein in respect of the Mortgaged Properties.

8.2 The Mortgagor(s) agrees that the obligations of the Mortgagor(s) to the Mortgagee under this Indenture shall not be discharged, released or impaired or otherwise affected by reason of any of the following events or circumstances:-

- (i) any time, forbearance or other indulgence given or agreed by the Mortgagee with the Mortgagor(s) / Borrower(s) in respect of any of its respective obligations under this Indenture, the Facility and the Facility Documents including the Security Documents or other related documents, as the case may be;
- (ii) any invalidity, irregularity, unenforceability, imperfection or avoidance of any defect in any security (if any) granted by, or the obligations of the Mortgagor(s) / Borrower(s) or any amendment to or variation thereof or of any other document or security comprised therein;
- (iii) the genuineness, validity, regularity and enforceability of the Facility, the Loan Agreement or any of the Security Documents or any other agreement that the Borrower(s) and/or the Mortgagor(s) enter into with the Mortgagee or with any other Person in connection with the Facility, from time to time;
- (iv) any extension, renewal, re-scheduling, amendment, change, waiver or other modification of the Facility or Loan Agreement or the Security Documents or other related documents, as the case may be;
- (v) any dispute between the Borrower and the Mortgagee with respect to the Facility or Loan Agreement or the Security Documents (including this Indenture) or other related documents, as the case may be;
- (vi) any dispute between the Mortgagor(s) and the Borrower(s) with respect to the Facility or Loan Agreement or the Security Documents (including this Indenture) or other related documents, as the case may be;
- (vii) any dispute between the Mortgagee and the Mortgagor with respect to this Indenture;
- (viii) the liquidation, winding-up, insolvency, bankruptcy or dissolution (or proceedings analogous thereto) of the Mortgagor(s) / Borrower(s) or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer of any of the assets of the Mortgagor(s) / Borrower(s) or the occurrence of any circumstances whatsoever affecting the Mortgagor(s) / Borrower(s)' liability to discharge its obligations with respect to the Facility and under the Loan Agreement and/or the Security Documents or other related documents, as the case may be;
- (ix) any existence, non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to the Facility and under the Loan Agreement and/or the Security Documents;
- (x) any failure on the part of the Mortgagee (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to the Facility and under the Loan Agreement;
- (xi) any legal limitation, disability or incapacity relating to the Mortgagor(s) / Borrower(s);
- (xii) impossibility or illegality of performance on the part of the Mortgagor(s) / Borrower(s) of any of its respective obligations under or in connection with the Facility and under the Loan Agreement and/or the Security Documents or under any other related document;

			
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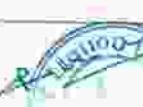
- (xiii) any part payment made under the Facility;
- (xiv) any change in the name, constitution, Control (direct or indirect), shareholding structure, partnership interest, management or otherwise of the Mortgagor(s) / Borrower(s) or the merger of the Mortgagor(s) / Borrower(s) with any other corporate entity;
- (xv) any other circumstance or occurrence, whether similar or dissimilar to any of the foregoing.

8.3 The Mortgagor(s) hereby confirms and agrees that the obligations of the Mortgagor(s) contained in this Indenture shall be in addition to and independent of any security (including any guarantee, hypothecation or mortgage) which the Mortgagee may at any time hold under or by virtue of the Loan Agreement or the Security Documents or otherwise in respect of the Facility.

8.4 **Further Assurances**  
And further that, the Mortgagor(s) and all other Persons having or lawfully or equitably claiming any estate or interest in the rights of the Mortgaged Properties or any part thereof shall and will from time to time and at all times hereafter upon the request of the Mortgagee during the continuance of the security of the Mortgagee and afterwards, execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the rights in the Mortgaged Properties unto and to the use of the Mortgagee in the manner aforesaid as shall or may be reasonably required by the Mortgagee.

8.5 **Declarations, Undertakings and Covenants by the Mortgagor(s)**  
The Mortgagor(s) hereby declares, undertakes and covenants as follows:-

- (i) it shall pay to the Mortgagee, the Mortgage Debt, in accordance with Clauses 2 and 3 above and the terms and conditions of the Facility Documents;
- (ii) it shall take all actions and do all acts, deeds and things to perfect the mortgage in respect of the Mortgaged Properties created hereby in favour of the Mortgagee, including but not limited to the registration of this Indenture under the provisions of Section 17 of the Registration Act, 1908 with the applicable Sub-Registrar of Assurances;
- (iii) it has the requisite power to create mortgage as contemplated herein, in its Constitutional Documents and hereby agrees and confirms that it shall not modify its Constitutional Documents until repayment of the Mortgage Debt except with the prior written approval of the Mortgagee and on the terms and conditions as stipulated by the Mortgagee;
- (iv) the creation of security over the Mortgaged Properties by the Mortgagor(s) is in the ordinary course of business of the Mortgagor(s) and is duly authorized by the Constitutional Documents of the Mortgagor(s);
- (v) that until repayment of the Mortgage Debt except with the prior written approval of the Mortgagee and on the terms and conditions as stipulated by the Mortgagee, the Mortgagor(s) / Borrower(s) shall not in any way amend, alter or change the terms of the Project Documents or assign any of their rights thereunder to any other Person;
- (vi) it shall execute on demand such further documents, assignments and other writings as may be required by Mortgagee or by the law so as to effectively and absolutely vest the Mortgaged Properties in the Mortgagee and so as to render them easily enforceable, realizable and transferable by the Mortgagee at any time;
- (vii) it shall not create any Encumbrance on the Mortgaged Properties or any part thereof without the prior written consent of the Mortgagee;
- (viii) it shall from time to time and at all times during the continuance of this security keep the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be in a good and substantial state of repairs and shall pay all the rents, rates, taxes, assessments, dues and duties payable in respect of the Mortgaged Properties immediately as soon as the same shall become due AND ALSO that if default shall be made in keeping the Mortgaged Properties in a good and substantial state of repairs or in payment of such rates, taxes, assessments, dues and duties as aforesaid it shall be lawful for the Mortgagee (without being bound to do so) to keep the Mortgaged Properties in such repairs and to pay such rates, taxes, assessments, dues and duties as aforesaid together with interest thereon and until repaid by the Mortgagor(s), the same shall be a charge upon the Mortgaged Properties hereby assured or expressed so to be in addition to the said Facility and interest thereon PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in the event of any damage happening to the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be by fire, tempest, earthquake, lightning, rain or otherwise howsoever at any time or times after the execution hereof so as in the opinion of the Mortgagee materially impair the security hereby created, the Mortgagor(s) shall at its own costs and expenses repair and reconstruct the Mortgaged Properties to secure its rights to the satisfaction of the Mortgagee.

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- (ix) the Mortgagor(s) shall comply with (and ensure compliance by all relevant parties) all terms of the Project Documents and any other directions issued / conditions imposed / requirements notified by any Authority in relation to the Borrower Units;
- (x) the Mortgagor(s) shall not take any action or commit any omission, whether directly or indirectly, and shall further ensure that no Person takes any action or commit any omission, which would result in, directly or indirectly, the termination of the Project Documents or repudiation or cancellation or termination or materially jeopardizing the rights or entitlement of the Mortgagor(s) to the Mortgaged Properties or any part(s) thereof;
- (xi) Within 30 (Thirty) days from the execution of this deed, the Mortgagor(s) shall file Form No. CHG – 1 (as required under the Companies Act, 2013) with the applicable Registrar of Companies, for the purpose of recording the creation of Security in favour of the Mortgagee and submit proof of the same to the Mortgagee as well as the certificate of registration of charge (pursuant to Section 77(1) and 78 of the Companies Act, 2013) in favour of the Mortgagee;
- (xii) Within 30 (Thirty) days from the Facility Drawdown Date, the Mortgagor(s) shall co-operate with the Mortgagee for the purpose of duly recording and registering the creation of the Security in favour of the Mortgagee with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India as required by relevant circulars issued by the Reserve Bank of India from time to time;
- (xiii) Additionally, the Mortgagor(s) agrees, undertakes and covenants to comply with and/or cause compliance with the additional covenants and undertakings contained in Schedule VI hereto.

#### 8.6 Further Covenants and Permitted Use

- (i) Enter possession etc.  
Upon the occurrence and during the continuance of an Event of Default (as defined under the Loan Agreement) unless cured within Cure Period, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of any or all of the Mortgaged Properties and any future assets comprised in these presents and thenceforth the Mortgagor(s) shall take no action inconsistent with or prejudicial to the rights of the Mortgagee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and Encumbrances whatsoever.
- (ii) Further assurances  
The Mortgagor(s) and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor(s) or the other Person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and any future assets comprised in these presents unto and to the use of the Mortgagee on the terms of these presents as shall be requested in writing by the Mortgagee.
- (iii) Payment of all taxes, rates, etc.  
The Mortgagor(s) shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Facility Documents, duly and punctually pay any imposts, duries, Taxes, premia and outgoings which become lawfully payable by the Mortgagor(s) in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagor(s) or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Mortgagor(s) and shall punctually discharge all claims and pay, except as expressly otherwise permitted by the Facility Documents, all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Mortgagor(s) and would affect the security created hereunder.
- (iv) Maintenance of assets  
The Mortgagor(s) shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties and all fixtures, (including trade and tenant's fixtures), fittings and other equipment and effects thereon and therein forming part of the Mortgaged Properties in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Mortgagee of any notice of defect or warrant of repair given pursuant to Clause (v) below, repair and make good the same to the satisfaction of the Mortgagee.
- (v) Inspection, repairs, etc.  
The Mortgagor(s) shall at its own cost, permit the Mortgagee and its authorised representatives,

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servants and agents either alone or with workmen and others, upon prior notice, to carry out technical, legal or financial inspections, including, but without limitation, works, site, buildings and books of accounts from time to time and at all times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Mortgagee in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Properties, then the Mortgagee shall give notice thereof to the Mortgagor(s) calling upon the Mortgagor(s) to repair or replace the same. Upon the Mortgagor(s)'s failure to do so, it shall be lawful for but not obligatory upon the Mortgagee to repair or replace the same or any part hereof at the expense of the Mortgagor(s).

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Mortgagee under these presents or the other Facility Documents including the right to call for the whole of the Mortgage Debt as the case may be following the happening of an Event of Default.

(vi)

**Insurance**

The Mortgagor(s) shall at its expense and in accordance with good industry practice and in accordance with the requirements of the Mortgagee and its insurance consultant, keep the Mortgaged Properties in marketable and good condition and insure and keep insured the same in the name of the Mortgagor(s), wherever required. The Mortgagor(s) shall assign in favour of the Mortgagee as loss payee such insurance policies taken out by the Mortgagor(s). The Mortgagor(s) shall within 15 (Fifteen) days of obtaining the insurance cover deliver to the Mortgagee the notarised certified true copies of policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Mortgagee the renewal receipts / endorsements / renewed policies thereof and till such insurance policies / renewal receipts / endorsements are delivered to the Mortgagee, the same shall be held by the Mortgagor(s) in trust for the Mortgagee. The Mortgagor(s) shall maintain such insurance throughout the subsistence of the Mortgage and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default of the Mortgagor(s) to do so the Mortgagee may (but shall not be bound to) keep in good condition and render marketable the Mortgaged Properties and take out/renew such insurance. Any premium paid by the Mortgagee and any costs and expenses incurred by the Mortgagee shall forthwith on receipt of a notice of demand from the Mortgagee be reimbursed to the Mortgagee together with Default Interest from the date of payment by such Mortgagee and until such reimbursement by the Mortgagor(s) the same shall be a charge on the Mortgaged Properties.

(vii)

Until all amounts which may be or become payable by the Borrower(s) under the Facility Documents have been irrevocably paid and discharged in full and the Mortgagee has issued a no dues certificate to the Mortgagor(s), unless the Mortgagee otherwise directs, the Mortgagor(s) will not exercise any rights which it may have by reason of performance by it of its obligations under any document:-

- (a) to claim any contribution from any other provider of security for the obligations of the Borrower(s); and/or
- (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Mortgagee under the Facility Documents or of contribution or any other rights of a surety or enforce any security or other right or claim against the Borrower(s) or any other Person who has guaranteed or given any security in respect of any of the obligations of the Borrower(s) under the Facility Documents or claim in the insolvency or liquidation of the Borrower(s) or of any other guarantee or security taken pursuant to, or in connection with the Facility Documents.

8.7

The Mortgagor(s) undertakes and agrees with the Mortgagee that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing, the Mortgagor(s) shall, unless the Mortgagee otherwise agrees:-

- (i) forthwith make payment of any penalty, charges or costs in relation to the stamping and registration of this Indenture in accordance with Applicable Laws, from time to time;
- (ii) if any penalty or legal costs or any other charges are paid by the Mortgagee (without being obligated to) for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Mortgagee, and if the Mortgagors have not reimbursed the Mortgagee such amounts within 7 (Seven) days from any demand made by the Mortgagee, the Mortgagor(s) shall pay to the Mortgagee the amount thereof with Default Interest, from the date of payment by the Mortgagee until the date of repayment by the Mortgagor(s); and
- (iii) to deliver to the Mortgagee original receipts evidencing due payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

			
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## 9. ADDITIONAL POWERS OF THE MORTGAGEE IN RELATION TO THE MORTGAGED PROPERTIES

Without prejudice to other power(s) of the Mortgagee in relation to the Mortgaged Properties, on the occurrence of an Event of Default (which has not been cured within the Cure Period, if any) under the Loan Agreement, the Mortgagee would be entitled to exercise any of the following powers and the Mortgagor(s) hereby authorize the Mortgagee to exercise any of the following powers on its behalf:

- (i) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of receivables, rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such receivables, rents, profits and amounts;
- (ii) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms as the Mortgagee deems fit;
- (iii) to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Mortgagee shall consider fit;
- (iv) to redeem any Encumbrances and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor(s) and the money so paid shall be deemed to be an expense properly incurred by the Mortgagee on behalf of the Mortgagor(s);
- (v) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor(s) or relating in any way to the Mortgaged Properties or any part thereof;
- (vi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Mortgagee shall consider fit;
- (vii) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;
- (viii) to do all acts, deeds and things necessary in that respect including that of appointing advocates, arbitrators, to execute all documents, deeds, papers, vakalatnamas and the like as may be necessary;
- (ix) to hold negotiations for settlement, finalise and sign settlement terms, enter into compromise on such terms and conditions as the Mortgagee may deem fit and to file consent terms in any courts of law and/or before an arbitrator(s), appellate bodies or tribunal including but not limited to issue no due certificate;
- (x) to sign by or on behalf of the Mortgagor(s), any letter, documents, papers including but not limited to issuance of no-due certificate and/or no-objection certificate, consent terms, settlement and/or compromise documents;
- (xi) to take lawful possession of and hold the Mortgaged Properties in terms of judicial orders passed by the courts of law, arbitrators, appellate bodies, tribunals and/or law enforcement authorities and thereafter to sell and dispose of the same on such terms and conditions as the Mortgagee may deem fit;
- (xii) to sign all plaints, claim statements, complaints, written statements, affidavits, applications, petitions, rejoinders, appeals and such other connected documents as may be required in connection with legal proceedings;
- (xiii) to execute awards/ decrees and to do all things necessary in connection therewith;
- (xiv) to receive moneys, arising out of any action taken by the Mortgagee hereunder, in the name of the Mortgagor(s);
- (xv) at its option, to assign the contracts executed by the Mortgagor(s) in its own favour and to take the benefit of the rights and undertake the obligations stipulated therein;
- (xvi) raise or borrow moneys on the security of the Mortgaged Properties or any part thereof ranking pari passu with or subservient to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise or any powers, duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit; and
- (xvii) to exercise all such other powers and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties, as is subject to the security

			
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expressed to be created hereunder, confer any powers and authorities which it could give as an absolute beneficial owner thereof.

**10. FAILURE TO PAY**

It is hereby agreed and declared that if upon the occurrence of an Event of Default, the Borrower(s) fails to pay to the Mortgagee, the Mortgage Debt or any part thereof in the manner provided herein or in the Facility Documents, then and in that event, the Mortgagee may through a written notice given simultaneously to the Mortgagor(s) exercise any or all rights and remedies available to them in terms of the Loan Agreement by law, contract or in equity, including without limitation one or more of the following:-

- (i) accelerate maturity of the Facility;
- (ii) suspend or terminate all un-drawn commitments;
- (iii) demand cure of any material default under any of the Facility Documents / Security Documents;
- (iv) enforce, at its sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Facility Documents / Security Documents;
- (v) Any other legal or equitable rights of the Lender under Applicable Law.

**11. REPRESENTATIONS AND WARRANTIES**

11.1 The Mortgagor(s) hereby confirms and agrees that the Borrower(s) has made the representations and warranties set forth in the Loan Agreement, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.

11.2 The Mortgagor(s) hereby further represents, warrants and confirms as follows:-

- (i) Save and except as otherwise provided hereunder, the Mortgaged Properties are free from all Encumbrances, claims and demands of whatsoever nature and Mortgagor(s) has full power, good title and absolute authority to enter into this Indenture and create the mortgage on the Mortgaged Properties in favour of the Mortgagee in the manner as stated herein;
- (ii) it is legally entitled and possessed of necessary powers, corporate or otherwise, to execute, deliver and perform the terms and provisions of this Indenture and the execution, delivery and performance of this Indenture by it has been duly sanctioned by all approvals / consents to be obtained from any regulatory or statutory authority or any Person;
- (iii) it is entitled to and possessed of the Mortgaged Properties and has obtained all Authorisations, consents, approvals and permissions as required by the Mortgagor(s), from any Person, to create a mortgage over the Mortgaged Properties, in the manner, nature, ranking and priority as contemplated herein;
- (iv) it has, wherever necessary, whether under Applicable Law or any agreement or other document by which it (or any of its assets or properties) may be bound or by virtue of any other liability which the it may have, whether under equity or contract or under Applicable Law, obtained all necessary approvals / consents in order to create the mortgage created hereunder;
- (v) this Indenture constitutes legal, valid and binding obligations on the Mortgagor(s);
- (vi) neither the execution and delivery by the Mortgagor(s) of this Indenture, nor its compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law nor violate any provision of the constitutional documents of the Mortgagor(s) or any agreement or other document by which any of them (or any of its properties) may be bound;
- (vii) there are no legal proceedings, suits, appeals or other actions in Applicable Law, whether judicial, fiscal or administrative, pending or threatened, or claims in respect of the Mortgaged Properties or which may if successful, prevent the performance of this Indenture or any of the transactions contemplated hereby, or cause the rescission thereof;
- (viii) the Mortgagor(s) is duly entitled to deal with and Encumber the Mortgaged Properties in favour of the Mortgagee, without the confirmation / consent / no-objection of any Person;
- (ix) the Mortgagor(s) has paid all amounts due and payable as stamp duty, registration charges, etc. at the time of acquisition of the Mortgaged Properties;
- (x) there is no circumstance of event existing which would lead to the termination, cancellation or revocation of the rights of the Mortgagor(s) to the Mortgaged Properties or any part(s) thereof;
- (xi) the Mortgagor(s) is exclusively, irrevocably and absolutely entitled to the Mortgaged Properties and to construct and develop the Project;
- (xii) the Mortgagor(s) have taken all necessary actions and done all things in respect of the Project Documents to ensure that its respective right, title and interest in / over the Mortgaged Properties shall be irrevocable, valid, binding and enforceable as well as admissible as evidence in Indian courts;
- (xiii) the Mortgaged Properties contemplated hereunder include (but are not limited to) all right, title and interest of all of the Mortgagor(s) in respect of the Project as well as all entitlement to constructed area forming part of the Project, being the Borrower's Area and the Project Receivables that the

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 Oxirich Construction Private Limited	 S.V. Liquor(India) Ltd.	 NHG Construction Ltd.	 Capri Global Capital Limited
Borrower/Mortgagor	Land Owner 1	Land Owner 2	Lender/Mortgagee

(xiv) Mortgagor(s) is entitled to receive, whether under the Project Documents or otherwise; apart from the Mortgagor(s), no other Person has any right, title and/or interest and/or any claims or demands in respect of / to any of the Mortgaged Properties, including but not limited to any development rights in relation to the said Project Land;

(xv) the Mortgagor(s) has clear and marketable title to and is otherwise well and sufficiently entitled to the Project Land and the Mortgagor(s) has not breached any terms under any Authorisations and/or Project Documents pertaining to the Project Land and/or the Project, nor taken any action nor committed any omission which would entitle any Authority to revoke / terminate / repudiate any of the Authorisations in relation to the Project Land and/or the Project or otherwise take any action which would disentitle the Mortgagor(s) / prejudice the rights of the Mortgagor(s) to the Project Land or any part of the Project;

(xvi) the details of the Project provided under **Schedule II** hereto as well as in any other documents, data, brochures, presentations, statements, etc. provided by the Mortgagor(s) to the Lender are true, accurate, correct and not misleading;

(xvii) there is no fact or circumstance which would / has adversely affected / prejudiced any of its rights to own, possess and be entitled to the Mortgaged Properties; and

(xviii) the provisions of this Indenture are effective to create in favour of and for the benefit of the Mortgagee, a legal, valid and binding security expressed to be created on all of the Mortgaged Properties and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate actions have been taken and/or shall be taken so that this Indenture creates effective security on all of its right, title, estate and interest in / over the Mortgaged Properties and all consents required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained.

(xix) No part of the Mortgaged Properties is included in or affected by any of the schemes of the improvement trust or any public body or authority or by any alignment widening or connection of road under any scheme of the Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.;

11.3 Additionally, the Mortgagor(s) hereby represents, warrants and confirms to the Lender such additional representations and warranties as provided under **Schedule VII** hereto.

11.4 The Mortgagor(s) acknowledges and accepts that the Mortgagee has agreed to enter into this mortgage on the basis of, and in full reliance on the representations and warranties made by the Mortgagor(s) herein and in the Loan Agreement.

**12. ENFORCEMENT**

12.1 The Mortgagor(s) hereby confirms and agrees that the security created hereunder in favour of the Mortgagee shall become enforceable by the Mortgagee upon the occurrence of an Event of Default, unless cured within the Cure Period, if any. It is hereby expressly clarified that, for the purpose of enforcement, the Mortgagee shall be entitled to act against one or more or all of the Mortgaged Properties at the time of enforcement.

12.2 **General Enforcement Powers**

The Mortgagor(s) hereby confirms and agrees that if any one or more of the Events of Default occur, the Mortgagee shall, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of sub-clause (i) below) to the Mortgagor(s), be entitled to:

- (i) sell, call in, collect, convert into money or otherwise deal with or dispose of any of the Mortgaged Properties, or any other flats/ units / premises comprised therein, or any part of the Mortgaged Properties on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;
- (ii) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Law;
- (iii) appoint by writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor);
- (iv) appoint another in place of any Receiver, whether such Receiver is removed by the Mortgagee or an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;
- (v) enter into and take possession of any of the Mortgaged Properties and any future assets comprised in these presents by following due process of law and after taking such action the Mortgagor(s) shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits, rentals, license fees and benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons whomsoever, and upon the

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taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and Encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Mortgagee or that of its officers or employees or assignee or designee or agent; and

- (vi) take all such other action expressly or impliedly permitted under the Facility Documents, this Indenture or under the Applicable Law.

### 13. SALE WITHOUT INTERVENTION OF COURT

13.1 Provided always and it is hereby agreed and declared by the Mortgagor(s) as follows:

Upon the occurrence of an Event of Default unless cured within Cure Period as defined in the Loan Agreement, it shall be lawful for the Mortgagee at any time without any further consent of any of the Mortgagor, to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring any of the Mortgaged Properties (or any part thereof) and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, leasehold estate, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Mortgagee may deem proper, with power to buy or obtain assignment of any of the Mortgaged Properties at any sale and to resell or reassign any of the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign any of the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling any of the Mortgaged Properties without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882.

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

- (i) default shall have been made by the Borrower(s) and/or the Mortgagor(s) in payment of any principal or part thereof under the Facility, for the time being owing to the Lender for the space of three calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower(s) or the Mortgagor(s) (as may be applicable); or;
- (ii) Interest on the Facility amounting at least to Rs.500/- (Rupees Five Hundred only) shall be in arrears and remain unpaid for 3 (Three) months after becoming due.

13.3 No purchaser or other Person dealing with the Mortgagee and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Clause 13.2 above have happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Mortgagor(s) in respect of any breach of any of the sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only.

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

13.5 Notwithstanding anything to the contrary contained herein, the Mortgagor hereby expressly agrees and consents that the Lender shall be entitled to exercise the rights available to them under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time.

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

**14.1 Section 67A**

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

**14.2 Continued Possession**

It shall be lawful for the Mortgagor(s) to retain possession of and the Mortgagor(s) may use the Mortgaged Properties in accordance with the Facility Documents (including any disposal expressly permitted and subject to the terms of the Facility Documents) until the Mortgagee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

**14.3 Section 65A**

The provisions of section 65A of the Transfer of Property Act, 1882, shall not apply to this Indenture. The Mortgagor(s) shall while in lawful possession of the Mortgaged Properties (as may be applicable) have no power to lease and/or sub lease thereof, save and except to the extent as may be expressly permitted under the Facility Documents and with the prior written consent of the Mortgagee on such terms and conditions as the Mortgagee shall in its absolute discretion consider fit.

**15. RECEIVER**

**15.1** Subject to the observance of such restrictions as may be imposed by Section 69-A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Mortgagee at any time after the security hereby constituted shall have become enforceable may, by writing, appoint as receiver of the Mortgaged Properties ("Receiver") or any part thereof one or more Persons and may remove any receiver so appointed and appoint another in his stead, with prior intimation to the Mortgagor(s).

**15.2 Status, powers and remuneration of Receiver**

- (i) Appointment of any Receiver may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties.
- (ii) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and dispositions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Mortgagee:
  - (a) to take possession, custody or management of the Mortgaged Properties;
  - (b) remove any person from the possession or custody of the Mortgaged Properties, who the Mortgagee or the Mortgagor(s) would have a right to remove;
  - (c) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such rents, profits and amounts;
  - (d) to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Mortgage or otherwise as the Mortgagee shall consider fit;
  - (e) to redeem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor(s) and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
  - (f) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor(s) or relating in any way to the Mortgaged Properties or any part thereof;
  - (g) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Receiver shall consider fit;
  - (h) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;
  - (i) to exercise all such other power and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties, as is

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 HO CONSTRUCTION LTD NEW DELHI HO CONSTRUCTION Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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subject to the security expressed to be created hereunder, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

- (i) in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Mortgagor(s) shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon if such sums are not paid within 15 (fifteen) days of receipt of demand notice in respect thereof, at the Default Interest Rate set out in the Loan Agreement.
- (ii) Subject to the provisions of Section 69-A of the Transfer of Property Act, 1882, the Mortgagee may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Properties provided that all costs and expenses incurred in respect of such remuneration shall be borne by the Mortgagor(s).
- (iii) The Mortgagee from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given.
- (iv) All the powers, provisions and trusts contained in Section 69-A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Indenture.
- (v) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor(s) and the Mortgagor(s) shall be responsible for such Receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration.
- (vi) The Receiver shall, in the exercise of the Receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Mortgagee.
- (vii) Notwithstanding anything contained in this Clause 15.2, the Receiver and any Person acting on its behalf (A) shall in exercise or performance of its powers, duties and functions, act in good faith and with due skill, care and diligence and in a manner it would act had it been dealing with its own properties; and (B) no act or deed by the receiver or any Person acting on its behalf shall cause or result in an increase in the obligations owed by the Mortgagor(s). It is expressly clarified that as the Receiver will be the agent of the Mortgagor(s), neither the Mortgagee shall be responsible for ensuring that the receiver complies with the provisions of this Clause 15.2.

#### 15.3 Protection of Receiver: Limitation of Liability

Subject to Applicable Law, the Receiver shall not be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of its rights, powers, authorities, discretion's and trusts that may be vested in the receiver. However, this limitation on liability shall not be applicable in case of any breach of duties and obligations hereunder and in Applicable Law, breach of trust, gross negligence, fraud or misconduct by the Receiver.

#### 15.4 Indemnity

Every Receiver shall be entitled to be indemnified out of Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those liabilities and expenses arising out of gross negligence or fraud or wilful default) on the part of the Receiver and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

#### 16. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to anything stated in this Indenture, it is hereby expressly agreed that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Mortgagor(s) to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

#### 17. COSTS AND EXPENSES

17.1 All expenses incurred by the Mortgagee after the occurrence of and during the continuation of an Event of Default, unless cured within the Cure Period, if any, in connection with preservation or protection of the Mortgaged Properties, enforcement of security and collection of amounts due to the Mortgagee shall be payable by the Mortgagor(s) within 7 (Seven) days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within 7 (Seven) days from the date of receipt of notice of demand, the Mortgagor(s) shall also pay interest on the defaulted amounts, at the rate of Default Interest from the expiry of 7 (Seven) days from the date of receipt of notice of demand till reimbursement and such payment and the interest thereon shall be charged on the Mortgaged Properties and shall, until payment in full by the Mortgagor(s), form part of the Mortgage Debt.

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17.2 The Mortgagor(s) shall, upon notice from the Mortgagee pay or reimburse to the Receiver all fees for service performed by the Receiver, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Receiver, its officers, employees or authorised agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Facility Documents.

17.3 All other costs, charges and expenses in respect of this Indenture, including in relation to stamp duty and registration charges, legal expenses for drafting, stamping and registration of this Indenture shall be borne by the Mortgagor(s).

**18. LIABILITY TO MORTGAGEE FOR DEFICIENCY**

The Mortgagor(s) hereby confirms and agrees that the Mortgagor(s) shall remain liable to the Mortgagee for any deficiency occurring, arising or existing under the Facility Documents.

**19. WAIVER**

**19.1 No implied waiver or impairment**

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

**19.2 Express Waiver**

The Mortgagor(s) hereby confirms and agrees that any waiver or consent granted by the Mortgagee under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

**20. MISCELLANEOUS**

**20.1 Discharges and Releases**

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

**20.2 Statement of Accounts**

The Mortgagor(s) hereby confirms and agrees that any statement of account based on the Mortgagee's statement of account purporting to show an amount of Mortgage Debt due under any of the Facility Documents and signed as correct by the duly authorised officer of the Mortgagee with respect to the Mortgage Debt owed to the Mortgagee shall be conclusive evidence of the amount so due and shall be binding on the Mortgagor(s) as well as Borrower(s).

**20.3 Amendment**

The Mortgagor(s) hereby agrees and confirms that any amendments or supplements to the terms of this Indenture can be made only in writing and if signed and accepted by the Mortgagee.

**20.4 Other Remedies**

The Mortgagor(s) hereby confirms and agrees that the rights and remedies conferred upon the Mortgagee under this Indenture shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled or any collateral or other security now or hereafter held by the Mortgagee.

**20.5 Assignability**

The Mortgagor(s) hereby confirms and agrees that the Mortgagor(s) shall not delegate any of its obligations hereunder. The Mortgagor(s) further confirms and agrees that the Mortgagee may transfer or assign its rights and benefits under this Deed in accordance with the provisions of the Facility Documents or may novate the same. Upon the execution of the deed of assignment / transfer deed, this Indenture shall bind and enure to the

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benefit of the new lender(s) / mortgagee(s) as defined in the said deed of assignment / transfer deed and such new lender(s) / mortgagee(s) shall be deemed to be beneficiary of this Indenture with all rights, benefits and entitlements and the obligations of the Lender / Mortgagee. The Mortgagor(s) shall execute all such deeds and documents required for such assignment, transfer or novation, as the case may be.

## 21. NOTICES

### 21.1 Communications in writing

Any notice, demand, request or other communication to be made or given under this Indenture shall be in writing unless otherwise stated. Such notice, demand, request or other communication shall be deemed to have been duly given or made when it shall be (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail with acknowledgment due, postage prepaid or courier, or (d) sent by email (provided that the email is followed up with a copy by any of the aforesaid modes).

### 21.2 The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Indenture are provided under Schedule I hereto.

### 21.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Indenture will only be effective:

- (i) if delivered personally, on delivery; or
- (ii) if by way of facsimile, when received in legible form; or
- (iii) if by way of registered mail / courier, the date of receipt of such registered mail / courier (as demonstrated by the acknowledgement); or
- (iv) if by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee (provided that a copy is delivered by any of the aforesaid modes within 2 (Two) Business Days of such email).

### 21.4 English language

- (i) Any notice given under or in connection with any Facility Document must be in English.
- (ii) All other documents provided under or in connection with any Facility Document must be:
  - a) in English; or
  - b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## 22. PROVISIONS SEVERABLE

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

## 23. GOVERNING LAW & JURISDICTION

### 23.1 Courts

The Mortgagor(s) agrees that the courts mentioned in Schedule I shall have exclusive jurisdiction over any dispute arising out of this indenture. Provided that the submission to the jurisdiction of the such courts shall not (and shall not be construed so as to) limit the right of the Mortgagee to initiate proceedings against the Mortgagor(s) or the Mortgaged Properties in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Mortgagee preclude the taking of the proceedings by the Mortgagee in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law.

### 23.2 Governing Law

This Indenture is governed by and shall be construed in accordance with the laws of India.

### 23.3 Consent to Enforcement

The Mortgagor(s) hereby consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with such proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 NIHO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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**24. ARBITRATION**

24.1 Any dispute in connection with the interpretation, performance, termination of this Indenture, or otherwise in connection with this Indenture, considered to be arbitrable under prevailing Indian law, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof, of a sole arbitrator to be mutually appointed by the Mortgagor(s) and the Mortgagee.

24.2 If the Mortgagor(s) and the Mortgagee fail to agree upon the name of an arbitrator, within 30 (Thirty) days from the date of the notice invoking arbitration, then the Mortgagee shall have a right to appoint an arbitrator solely of the Mortgagee's choice.

24.3 The arbitration proceedings shall be conducted at Mumbai, in the English language.

24.4 The arbitrator shall state reasons for his / her findings in writing. The arbitration award shall be final and binding and enforceable in accordance with its terms. The Parties agree to be bound thereby and to act accordingly.

**25. NO EFFECT**

Neither the security created under this mortgage nor the rights, powers and remedies conferred to the Mortgagee or the receiver by this mortgage shall be discharged, impaired or affected by:

- (a) any invalidity or unenforceability or amendment of any of the Facility Documents;
- (b) any time or other indulgence given or agreed to be given by the Mortgagee for the performance of the obligations by the Mortgagor(s) under any of the Facility Documents;
- (c) any release or exchange of security or obligations granted or undertaken pursuant to any of the Facility Documents;
- (d) any other act, event or omission which but for this provision would impair or discharge the Mortgagor(s)' liability hereunder; and
- (e) any change in the structure or organisation of the Mortgagor as a result of change in Applicable Law, insolvency / bankruptcy of the Mortgagor or otherwise, including the winding-up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Mortgagor with any other company or takeover of the management of the Mortgagor, wherever applicable.

 Oxirich Construction Private Limited Burrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 Z NIMO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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IN WITNESS WHEREOF the Mortgagor(s) and the Mortgagee have signed this Indenture of Mortgage on the date and at the place mentioned in Schedule I hereto.

SIGNED AND DELIVERED BY  
the within named "Mortgagor"  
Oxirich Construction Pvt. Ltd. by the hands of:  
through the hand of:-  
Mr. Sundeep Sharma  
its Director, authorized vide a resolution passed by its  
board of directors at their meeting dated the 31<sup>st</sup> day of  
August 2018

in the presence of:

1. KHAJAN SINGH  
BULANDSHAR 
2. 

SIGNED AND DELIVERED BY  
the within named "Land Owner"

S V Liquor(India) Ltd.  
through the hand of:-  
Mr. Prateek Chauhan  
Authorized Signatory, authorized vide a GPA dated  
the 13<sup>th</sup> day of May 2014

For Oxirich Construction Pvt. Ltd.

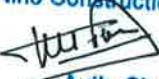
  
Authorised Signatory

For S.V. Liquor (India) Ltd.

  
Authorised Signatory

For Nihon Construction Ltd.  
NIHO Construction Ltd.  
through the hand of:-  
Mr. Vikas Dua  
Authorized Signatory, authorized vide a GPA dated the  
07<sup>th</sup> day of January 2017

For Nihon Construction Ltd.

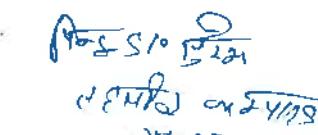
  
Auth. Signatory

For Nihon Construction Ltd.



SIGNED AND DELIVERED BY  
the within named "Mortgagor"  
Capri Global Capital Limited  
by the hands of:  
Mr. \_\_\_\_\_

its duly authorised signatory, in the presence of:

1. KHAJAN SINGH  
BULANDSHAR 
2. 

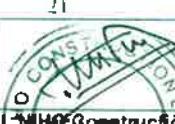
For Capri Global Capital Limited

  
Authorised Signatory

		20	
Oxirich Construction Private Limited Borrower/Mortgagor	S.V. Liquor(India) Ltd. Land Owner 1	Nihon Construction Ltd. Land Owner 2	Capri Global Capital Limited Lender/Mortgagee

SCHEDULE I

<b>DETAILS OF THE INDENTURE OF MORTGAGE</b>	
Date of execution of the Indenture of Mortgage	12 <sup>th</sup> Sep 2018
Place of execution of the Indenture of Mortgage	Ghaziabad, Uttar Pradesh
<b>DETAILS OF THE MORTGAGOR(S)</b>	
Name, address and details of the Mortgagor	<b>Name:</b> Oxirich Construction Pvt. Ltd. Place of Business: 913, 9th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi-110001 CIN: U70102DL2006PTC148042 PAN: AACCK7900N
Name and Details of Land Owner(s)/Society	Landowner 1: S.V. Liquor(India) Ltd.  Landowner 2: NIHO Construction Ltd.  Site Address: Land located at Khasra No. 527/4&556, Ahinsa Khand 2, Indirapuram, Ghaziabad belonging to NIHO Constructions Ltd. and SVP Liquor (India) Ltd. (Land Owners)
Jurisdiction of Courts	Subject to Clause 24, the Parties agree that the courts in New Delhi shall have non-exclusive jurisdiction over any dispute arising out of the Facility Documents and/or the Security Documents provided that the submission to the jurisdiction of the courts at New Delhi shall not (and shall not be construed so as to) limit the right of the Lender to initiate proceedings against the Borrower in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Lender preclude the taking of the proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law..
<b>DETAILS OF THE BORROWER(S)</b>	
Name, registered address and details of the Borrower(s)	<b>Name:</b> Oxirich Construction Pvt. Ltd. Place of Business: 913, 9th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi-110001 CIN: U70102DL2006PTC148042 PAN: AACCK7900N
Name, registered address and details of the Co-Borrower(s)	<b>Name:</b> Mr.Vikas Dua Place of Residence: A-15, 4th Floor, Gangotri Apartments Vikas Puri, West Delhi-110018 DIN: 01236448 PAN: ADZPD0758J  <b>Name:</b> Mr.Sundeep Sharma Place of Residence: V-31/6, Second Floor, D.L.F Phase-III, Guragaon, Haryana- 122001 DIN: 02010522 PAN: ALQPS2363F  <b>Name:</b> Mr.KewalLakhera Place of Residence: 76, Nili Khand Pratham, Indirapuram, Ghaziabad: 201001 PAN: ABWPL3403B  <b>Name:</b> RSG Realtors Pvt. Ltd. Registered Address: G-14 Gulshan Park Nangloi New Delhi: 110041 CIN: U70109DL2007PTC163328 PAN: AACDR6428D
Name and Details of Promoters	<b>Name:</b> Mr.Vikas Dua Place of Residence: A-15, 4th Floor, Gangotri Apartments Vikas Puri, West Delhi-110018

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 NIHO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee

	<p>DIN: 01236448 PAN: ADZPD0758J</p> <p><b>Name: Mr.Sundeep Sharma</b> Place of Residence:V-31/6, Second Floor, D.L.F Phase-III, Guragaon, Haryana- 122001 DIN: 02010522 PAN: ALQPS2363F</p> <p><b>Name: Mr.KewalLakhera</b> Place of Residence:76, Niti Khand Pratham, Indirapuram, Ghaziabad: 201001 PAN: ABWPL3403B</p> <p><b>Name: Mr. Sanjeev Chibber</b> Place of Residence:House No. 198, C Block, Near Durga Mandir, Vikas Puri, Delhi: 110018 PAN: ACSPC7864Q</p> <p><b>Name: Mr. Chetan Handa</b> Place of Residence:Flat No. KG-1/163, Vikas Puri, Delhi: 110018 PAN: AAMPH5524N</p>
<b>DETAILS OF THE FACILITY AND LOAN AGREEMENT</b>	
Date of execution of Loan Agreement	4 <sup>th</sup> September 2018
Parties to the Loan Agreement	<p><b>Borrower:</b> <b>Name: Oxirich Construction Pvt. Ltd.</b> Place of Business:913, 9th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi-110001 CIN:U70102DL2005PTC148042 PAN: AACCK7900N</p> <p><b>Co-Borrower:</b> <b>Name: Mr.Vikas Dua</b> Place of Residence:A-15, 4th Floor, Gangotri Apartments Vikas Puri, West Delhi-110018 DIN: 01236448 PAN: ADZPD0758J</p> <p><b>Name: Mr.Sundeep Sharma</b> Place of Residence:V-31/6, Second Floor, D.L.F Phase-III, Guragaon, Haryana- 122001 DIN: 02010522 PAN: ALQPS2363F</p> <p><b>Name: Mr.KewalLakhera</b> Place of Residence:76, Niti Khand Pratham, Indirapuram, Ghaziabad: 201001 PAN: ABWPL3403B</p> <p><b>Name: RSG Realtors Pvt. Ltd.</b> Registered Address:G-14 GulshanParkNangloi New Delhi: 110041 CIN: U70109DL2007PTC163328 PAN: AADCR6428D</p> <p><b>Lender:</b> <b>Name: Capri Global Capital Ltd. (Lender)</b> Registered Office: 1-B, 1st Floor, Court Chambers, 35, Sir VithaldasThackersey Marg, New Marine Lines, Mumbai – 400 020 CIN: L65921MH994PLC173469 PAN: AACCD8981C</p>
Amount of Facility	Rs. 19,00,00,000 (Rupees Nineteen Crore Only)

 Oxirich Construction Private Limited	 S.V. Liquor(India) Ltd.	 2MZY Construction Ltd.	 Capri Global Capital Limited	22
				Borrower/Mortgagor
 Land Owner 1	 Land Owner 2			Lender/Mortgagee

Nature, ranking and priority of the Mortgage	First and Exclusive charge by way of registered mortgage over the Mortgaged Properties.
<b>OTHER DETAILS</b>	
Details of Escrow Agent	HDFC Bank Ltd
<b>DETAILS FOR NOTICES</b>	
Name and Address of the Mortgagor	<b>Name: Oxirich Construction Pvt. Ltd.</b> Place of Business: 913, 9th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi-110001
Fax No.	N.A.
Email Address	<a href="mailto:rsginfrad@yahoo.com">rsginfrad@yahoo.com</a>
Tel No.	011-41563142
Name and Address of the Mortgagee	<b>Capri Global Capital Ltd.</b> To the address: 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013
Fax No.	022-40888170
Email Address	<a href="mailto:notice@cgcl.co.in">notice@cgcl.co.in</a>
Tel No.	022-40888100
Name & Address of the Promoter 1	<b>Name: Mr. Vikas Dua</b> Place of Residence: A-15, 4th Floor, Gangotri Apartments Vikas Puri, West Delhi-110018
Fax No.	N.A.
Email Address	<a href="mailto:vikasdua@oxirich.com">vikasdua@oxirich.com</a>
Tel No.	7042054705
Name & Address of the Promoter 2	<b>Name: Mr. Sundeep Sharma</b> Place of Residence: V-31/6, Second Floor, D.L.F Phase-III, Guragon, Haryana- 122001
Fax No.	N.A.
Email Address	<a href="mailto:Sundeep_S@ymail.com">Sundeep_S@ymail.com</a>
Tel No.	9810209449
Name & Address of the Promoter 3	<b>Name: Mr. Kewal Lakhra</b> Place of Residence: 76, Niti Khand Pratham, Indrapuram, Ghaziabad: 201001
Fax No.	N.A.
Email Address	<a href="mailto:kewallakhra@gmail.com">kewallakhra@gmail.com</a>
Tel No.	9810239447
Name & Address of the Promoter 4	<b>Name: Mr. Sanjeev Chibber</b> Place of Residence: House No. 198, C Block, Near Durga Mandir, Vikas Puri, Delhi: 110018
Fax No.	N.A.
Email Address	<a href="mailto:Sanjeevchibber16@gmail.com">Sanjeevchibber16@gmail.com</a>
Tel No.	011-41563142
Name & Address of the Promoter 5	<b>Name: Mr. Chetan Handa</b> Place of Residence: Flat No. KG-1/163, Vikas Puri, Delhi: 110018 PAN: AAMPH5524N
Fax No.	N.A.
Email Address	<a href="mailto:cheranhnd@gmail.com">cheranhnd@gmail.com</a>
Tel No.	011-41563142

			
Oxirich Construction Private Limited Borrower/Mortgagor	S.V. Liquor(India) Ltd Land Owner 1	Niroj Construction Pvt. Ltd. Land Owner 2	Capri Global Capital Limited Lender/Mortgagee

SCHEDULE II  
**DETAILS OF PROJECT LAND**

Towers O-5 and O-6 to the share of Oxirich Construction Private Limited (Borrower/Developer) at the group housing named Oxirich Square One part of larger project named Scottish Garden out of Khasra Nos.527/4, 528, 549-554, 556-559, Village Mohiuddinpur Kanawani, Tehsil and District Ghaziabad, Uttar Pradesh

 <b>Oxirich Construction Private Limited</b>	 <b>S.V. Liquor(India) Ltd.</b>	24  <b>NHO Construction Ltd.</b>	 <b>Capri Global Capital Limited</b>
<b>Borrower/Mortgagor</b>	<b>Land Owner 1</b>	<b>Land Owner 2</b>	<b>Lender/Mortgagee</b>

SCHEDULE III

DETAILS OF PROJECT

**A. Description of the Project**

Residential project titled "Oxirich Square One" being developed by the Borrower on Project Land consisting of 2 Towers O5 (2B+G+11) and O6 (1B+S + 11) floors having Developer Share of a minimum aggregate saleable area of about 1,47,003 sq. ft. (151 units)

**B. List of Project Documents**

1. Original Supplementary Agreement No.87 dated 7.1.2017 (Registration Date 20.1.2017) executed between Niho Construction Limited through its Authorised Signatory Prateek Kumar Chauhan on one part and Oxirich Construction Private Limited through its Authorised Signatory Vikas Dua on the other part, recording the modified arrangement between the parties inter-alia with regard to the development and sharing/distribution of the units at Towers O-5 and O-6, on the terms and conditions contained therein.
2. Original General Power of Attorney No.85 dated 7.1.2017 (Registration Date 20.1.2017) executed by Niho Construction Limited through its Authorised Signatory Prateek Kumar Chauhan in favor of Oxirich Construction Private Limited through its Authorised Signatory Vikas Dua, delegating various powers in relation to the development of Tower O-5 at Khasra No.527/4 stated to be under the ownership of the executant.
3. Original Special Power of Attorney No.86 dated 7.1.2017 (Registration Date 20.1.2017) executed by Niho Construction Limited through its Authorised Signatory Prateek Kumar Chauhan on behalf of S V Liquor (India) Limited through its Authorised Signatory Sunil Kumar Jindal in favor of Oxirich Construction Private Limited through its Authorised Signatory Vikas Dua, sub-delegating various powers in relation to the development of part of the project land stated to be under the ownership of the original executants, i.e. development areas other than Tower O-5.

 Oxirich Construction Private Limited Borrower/Mortgagor	 S.V. Liquor(India) Ltd. Land Owner 1	 NINO Construction Ltd. Land Owner 2	 Capri Global Capital Limited Lender/Mortgagee
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**SCHEDULE V**  
**DETAILS OF MORTGAGED PROPERTIES**

**PART A**

**Mortgaged Immovable Properties**

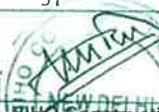
- (i) Unsold Units.
- (ii) The development rights and all other rights and entitlements and interest of Borrower under the Project Documents;
- (iii) The undivided right, title, interest and share of Borrower in the Project;
- (iv) All right, title and interest of Borrower in / over the Project / Project Land, including all development rights of Borrower in / over the Project Land under the Project Documents and all present and future transferable development rights, utilized / unutilized floors space index (including any additional FSI / FAR which Borrower / and/or any Person on its behalf may be entitled to in respect of the Project Land), and all other rights and benefits accrued or accruing thereto and also together with all rights of Borrower under any other agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by Borrower / any other Person in favour of Borrower, including the Project Documents;
- (v) any profits and accretions accruing to (i) to (iv) above.

**PART B**

**Mortgaged Movable Properties**

- (i) Project Receivables;
- (ii) All right, title, interest, benefit, claims and demands of Borrower in, to, or in respect of, the Escrow Account and all amounts, lying to the credit thereof from time to time;
- (iii) All monies received / to be received by or accruing to Borrower from the sale / transfer / other disposition of the Unsold Units;
- (iv) All and singular, Borrower's tangible and intangible assets (both present and future) including, without limitation, all actionable claims, inventory, insurance policies, all moveable plant and machinery (whether attached or otherwise), raw materials, all items of equipment, building materials such as but not limited to steel and wooden materials, packing materials, electrical cables, electrical instruments, plumbing materials, construction materials, finished and semi-finished goods, consumable stores, spares, tools, accessories, software, patents, copyrights including any other intellectual property such as confidential information, control systems, office furniture, typewriters, computers, computer systems, drilling machines, dyes, ropes, and all other fixed assets other than land and buildings, both present and future, in respect of the Project, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon Borrower premises, warehouses, stockyards and godowns or those of Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Agreement belong to Borrower and/or that may at present or hereafter be held by any party anywhere to the order or disposition of Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and all replacements thereof and additions thereto whether by way of substitution, addition, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned by Borrower AND ALL estate, right, title, interest, property, claims and demands whatsoever of Borrower unto and upon the same;
- (v) any profits and accretions accruing to (i) to (iv) above.

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 <b>Oxirich Construction Private Limited</b> Borrower/Mortgagor	 <b>S.V. Liquor(India) Ltd.</b> Land Owner 1	 <b>NHO Construction Ltd.</b> Land Owner 2	 <b>Capri Global Capital Limited</b> Lender/Mortgagee
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SCHEDULE VI

(i) **SPECIFIC COVENANTS AND UNDERTAKINGS OF THE MORTGAGOR(S)**  
Within 30 (Thirty) days from the execution of the relevant Security Documents, the relevant Obligor(s) shall file Form No. CHG – 1 (as required under the Companies Act, 2013) with the applicable Registrar of Companies, for the purpose of recording the creation of Security in favour of the Lender and submit proof of the same to the Lender as well as the certificate of registration of charge (pursuant to Section 77(1) and 78 of the Companies Act, 2013) in favour of the Lender;

SCHEDULE VII

**SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE MORTGAGOR(S)**

NONE

WITNESS : 01

NAME → KHAJAN SINGH  
S/o → DHARAMPAL SINGH  
R/o → VILL → OLIDHA, GLENDHA  
BULANDSHAR, UTTAR PRADESH  
245408



WITNESS : 02

NAME → PINTU

S/o → SURESH

R/o → TEHSIL COMPOUND  
GZB.



			
Oxirich Construction Private Limited Borrower/Mortgagor	S.V. Liquor(India) Ltd. Land Owner 1	NIRO Construction Ltd. Land Owner 2	Capri Global Capital Limited Lender/Mortgagee

बही संख्या 1 जिल्द संख्या 36566 के पृष्ठ 247 से 314 तक क्रमांक 20365 पर दिनांक 12/09/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हनुमत प्रसाद

उप निवेदक : सदर चतुर्थ

गाजियाबाद

12/09/2018



