INDIA NON JUDICIAL Government of Bihar e-Stamp

Certificate No.

IN-BR50276144579694V

Certificate Issued Date

27-Jan-2023 02:28 PM

Account Reference

NONACC (CB)/ brtbscb09/ CHAJJUBAGH/ BR-PAT/ PTC

Unique Doc. Reference

SUBIN-BRBRTBSCB0983248746617279V

Purchased by

UTKARSH SFATIK LTD

Description of Document

Article 40 Mortgage Deed

Property Description Consideration Price (Rs.) Not Applicable 0 (Zero)

First Party

UTKARSH SFATIK LTD

Second Party

ICICI BANK LTD

Stamp Duty Paid By

UTKARSH SFATIK LTD

Stamp Duty Paid (Rs.)

20,000(Twenty Thousand only) 5,000 (Five Thousand only)

Reg. fee (Rs.)

0 (Zero)

LLR & P Fee (Rs.) Miscellaneous Fee (Rs.)

0 (Zero)

Discore SC (Rs.)

1,000 (One Thousand only)

Total Amount (Rs.)

26,000 (Twenty Six Thousand only)

Serial No. 2771

Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on 23/02/2023 by Rana Pratap Singh (Auth. Signator

A Stamp Duty of Rs. 20000/- and other Fees of Rs. 6000/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Exacutants and their Identifier, who have admitted execution before me, are affixed on the reverse page;

and read there **46**14 **HTM** 2015 (<u>1917</u> 1880). I

The document has been registered as Deed No. 2565 in Book No. 1, Volume No. 59 on pages from 35

377 and has been preserved in total 22 pages in C.D. No. 9 / Year 2023

Deed No. 2565

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Token No: 2716 /2023

Signature with Date (Dhananjay Kumar Rao) Registering Officer Patna

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2/23/2023

Statutory Alert:

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

0019025634

INDENTURE OF MORTGAGE FOR BUSINESS PURPOSE

THIS INDENTURE OF MORTGAGE made at the place and on the day, month and year set out in the First Schedule hereunder written between the person(s) named in the First Schedule hereunder written (the "Mortgagor") of the ONE PART

in favour of

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 and amongst others, a branch / office at the place specified in the First Schedule hereunder written, represented by its **Authorized Signatory**, **Mr. Sandeep Kumar Ghosh**, son of Mr. Karna Kumar Ghosh, (**Aadhaar No. 6166 9482 5658**), (**Mobile No. 9874458585**) Aged about **39 years**, occupation Service, authorized by letter of authorization dated 21.02.2023 (the "**Mortgagee**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS:

- (1) By a master facility agreement (the "Facility Agreement", which expression shall include all amendments made thereto from time to time) made on the day, month and year set out in the First Schedule hereunder written between the Mortgagor and the Mortgagee, the Mortgagee has agreed to grant / extend to the Mortgagor and the Mortgagor has agreed to avail from the Mortgagee, on the terms and conditions contained in the Facility Agreement, certain facilities not exceeding amounts in the aggregate specified in the First Schedule hereunder written (the "Facilities", which expression shall, as the context may permit or require, mean any or each of such Facilities).
- (2) One of the conditions of the Facility Agreement is that the Facilities together with all interest commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, it any, involved, whatsoever stipulated in or payable by the Mortgagor under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a charge on the Mortgaged Properties.
- (3) The Mortgagor and the Mortgagee have agreed that the mortgage and charge on the Mortgaged Properties shall be by way of a legal mortgage in Simple form by way of a registered mortgage deed being these presents.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR AS UNDER:

1. In pursuance of the Facility Agreement and in consideration of the Mortgagee having granted / extended and/or agreed to grant / extend the Facilities to the Mortgagor on the terms and subject to the conditions set out in the Facility Agreement and the other Transaction Documents and in consideration of the premises, the Mortgagor hereby agrees, confirms and undertakes that the Mortgagor shall repay / pay the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and the other Transaction Documents and shall duly observe and



perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.

- 2. In pursuance of the Facility Agreement and for the consideration aforesaid and as security for the repayment / payment by the Mortgagor of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents hereby secured or intended to be hereby secured, the Mortgagor doth hereby grant, convey, assign, assure and transfer unto the Mortgagee all the Mortgaged Properties (without possession) in terms of the provisions set out in the First Schedule hereunder written.
- 3. [This clause has been intentionally deleted.]
- 4. At any time before the security constituted hereunder becomes enforceable, the Mortgagee may, at the cost and request of the Mortgagor and do or concur with the Mortgagor in doing all or any of the things which the Mortgagor might have done in respect of the Mortgaged Properties and particularly, but not by way of limitation may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, deal with or exercise any right in respect of all or any of the Mortgaged Properties upon such terms and for such consideration as the Mortgagee deems fit. Provided that all property of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment therefrom of the costs and expenses of and incidental to such dealing shall be and become part of the Mortgaged Properties and shall be paid to or vested in or specifically charged in favour of the Mortgagee in such manner as the Mortgagee shall require.
- 5. The Mortgaged Properties shall be and remain security to the Mortgagee for the due repayment / payment of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagor, until the happening of one or more of the Events of Default upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorised by the constitutional documents, if any, of the Mortgagor.
- 6. The Mortgagor agrees to indemnify and keep the Mortgagee indemnified, saved and defended against any loss, damage, claim, obligation, suit or proceeding which may arise due to any defects with respect to the title of the Mortgagor over the Mortgaged Properties or any adverse order which may be passed against the interest of the Mortgagor or the Mortgagee in relation to the Mortgaged Properties by any court or tribunal or any action taken by any person/authority which may prejudice the rights and interest of the Mortgagor or the Mortgagee over the Mortgaged Properties.
- 7. The Mortgagor hereby agrees and covenants to provide additional security in the event any adverse order is passed against the Mortgagor in respect of the Mortgaged Properties or if the Mortgaged Properties is in jeopardy, to the satisfaction of the Mortgagee. Alternatively, if the Mortgagee requires, the Mortgagor also covenants and undertakes to pay the entire outstanding dues owed by the Mortgagor to the Mortgagee upon happening of any of the aforesaid. The Mortgagee shall have the final decision on whether the Mortgaged Properties is in jeopardy.
- 8. The Mortgage Properties shall be and remain security to the Mortgagee for the due repayment /



payment of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagor, until the happening of one or more of the Events of Default upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold an denjoy the Mortgaged properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagor.

9. Upon the happening of any Event of Default, the Mortgagee may (but subject to the provisions herein contained as to notice where such provision is applicable) in its discretion, enter upon or take possession of and/or receive, collect the rents, profits and income of the Mortgaged Properties or any of them or any part thereof and subject to and with the rights conferred on them by Clause 4 hereof may at its discretion, sell, call in, collect and convert into monies the whole or part of the Mortgaged Properties with full power to sell any of the Mortgaged Properties either by public auction or private contract and either for a lumpsum or a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as the Mortgagee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Mortgaged Properties or any part thereof and re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as it shall think fit PROVIDED that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf ("Power of Sale"), they Mortgagee shall give written notice of their intention to the Mortgagor BUT the Mortgagee shall not the Mortgage shall not the Mortgagee shall not the Mortgagee shall not the be bound to give any such notice in any case where it shall certify, either before or after entry, that in their opinion further delay would imperil the interests of the Mortgagee, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the Mortgagee shall have been made or passed. The Mortgagee shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facilities, the Mortgagor shall provide to the Mortgagee the payment of monies so in arrears within three months next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Mortgagor shall, within 30 (thirty) days of the receipt of a notice, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Mortgagee and any compensation so paid to the Mortgagee shall be deemed to be part of the Mortgaged Properties.

10. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale as mentioned in Clause 6 hereinabove, the Mortgagee may, if it shall think fit so to do but not otherwise, either itself carry on and manage the business of the Mortgagor in and with the Mortgaged Properties or any of them or appoint a Receiver to carry on and manage the same and the Mortgagee or the Receiver may manage and conduct the same as they shall in their discretion think fit.

The Mortgagee or the Receiver so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz:



- a) Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Mortgagee or the Receiver shall think proper;
- b) Renew or replace such plant / equipment as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Properties;
- c) Acquire and provide all such machinery, materials and things as the Mortgagee or the Receiver may consider necessary;
- d) Insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Mortgagee or the Receiver shall think fit:
- e) Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;
- f) Bring, take, defend, compromise, submit to arbitration and/OR discontinue any actions. suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;
- g) Allow time for payment of any debt with or without security;
- h) Subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the Mortgagee or the Receiver shall think fit;
- i) Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Mortgagor and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;
- j) Assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Properties and, in particular, the terms of any concession or licence for the time being held;
- k) Execute and do all such acts, deeds, matters and things as to the Mortgagee or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;
- m) Establish, maintain and operation all bank accounts of the Mortgagor; give discharge for all amounts paid to the Mortgagor by any persons; sign receipts in respect of amounts received.

The Mortgagee or the Receiver so appointed may or any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Properties as the Mortgagee / Receiver could do or cause to be done if the Mortgagee / Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business without being answerable for any loss or damage which may happen thereby.

11. The Mortgagee may raise or borrow such monies on the security of the Mortgaged Properties or any part thereof ranking either in priority or pari passu or subsequent 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 of 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 mortgages or charges for the time being on the Mortgaged Properties or any part thereof or 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 monies as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit.

12. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of law as may, for the time being be applicable, the Mortgagee, at any time after the security hereby constituted becomes enforceable and whether or not the Mortgagee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the power hereinbefore conferred upon the Mortgagee after such entry into or taking possession may, in writing, appoint any official of the Mortgagee as Receiver(s) of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Mortgagee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Mortgagee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Mortgagee after entering into or taking possession by the Mortgagee shall apply to a Receiver appointed before entering into or taking possession by the Mortgagee and in particular such Receiver shall be deemed to be the agent of the Mortgagor which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver:

a) Appointment before or after possession:

Such appointment may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties or any part thereof;

b) Receiver to be invested with powers by the Mortgagee:

Such Receiver may be invested by the Mortgagee with such powers and discretions including powers of management as the Mortgagee may think expedient;

c) Receiver to exercise powers vested in the Mortgagee :

Unless otherwise directed by the Mortgagee, the Receiver shall have and may exercise all the powers and authorities vested in the Mortgagee;

d) Receiver to conform to regulations made by the Mortgagee:

The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Mortgagee from time to time;

e) Receiver's remuneration:

The Mortgagee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Mortgagor alone shall be liable for the payment of such remuneration;

f) Receiver to give security:

The Mortgagee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given, but the Mortgagee shall not be bound in any case to require any such security;

g) Receiver to pay the monies:

Unless otherwise directed by the Mortgagee all monies from time to time received by such Receiver



shall be paid over to the Mortgagee of and concerning the monies arising from any sale, calling in, collection or conversion:

h) Mortgagee may pay monies to Receiver:

The Mortgagee may pay over to the Receiver any monies constituting part of the Mortgaged Properties to the intent that the same may be applied for the purposes hereof by such Receiver and the Mortgagee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

i) Receiver's power to borrow on the Mortgaged Properties:

Subject as provided herein the Receiver may for the purpose of carrying on the business of the Mortgagor as mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the purposes raise and borrow monies on the security of the Mortgaged Properties or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Mortgagee but the Mortgagee shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

j) Receiver Agent of the Mortgagor:

Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and defaults, losses or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Mortgagee shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver;

k) Applicability of The Transfer of Property Act, 1882 :

Subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to such Receiver.

13. Subject as aforesaid, the Mortgagee may invest the net capital monies referred to in Clause 4 hereof upon some or one of the investments hereinafter authorised or place the same upon deposit or in current account in the name of the Mortgagee with any Scheduled Bank(s) with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such investments for any of the purposes for which such proceeds are under these presents authorised to be expended. And subject as aforesaid the Mortgagee shall stand possessed of the said investments until the Power of Sale shall arise to pay the income thereof and any net monies in the nature of income arising to the Mortgagor and after the Power of Sale shall have arisen shall hold the said investments and monies and the income thereof respectively and the net monies in the nature of income upon and for the purposes hereinbefore expressed concerning the monies to arise from any sale, calling in, collection and conversion made as aforesaid PROVIDED ALWAYS that in default of such Power of Sale arising and after payment and satisfaction of all monies intended to be secured by these presents the said investments monies and income thereof and net monies jast aforesaid shall be held in trust for the Mortgagor or its assigns.

14: Any monies which under the powers herein contained ought to be invested by the Mortgagee may be invested in the name of the Mortgagee or under the legal control of the Mortgagee in any of the investments as may be deemed fit by the Mortgagee with power to vary and transpose such



investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Mortgagee in Scheduled Bank(s).

- 15. In addition to the powers hereinbefore given, the Mortgagee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Mortgaged Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagor or be othérwise in jeopardy and where a Receiver is appointed under this Clause the provisions of Clauses 7 and 9 hereof shall apply mutatis mutandis and the Mortgagee may at any time give up possession or discharge the Receiver.
- 16. The Mortgagee shall not, nor shall any Receiver as aforesaid, be liable by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part or parts thereof, to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable.
- 17. If and when the Mortgagee shall have made an entry into or taken possession of the Mortgaged Properties under the powers conferred upon the Mortgagee by these presents, the Mortgagee may at any time afterwards give up possession of the Mortgaged Properties or any of them or any part or parts thereof to the Mortgagor either unconditionally or upon such terms and conditions as may be specified by the Mortgagee.
- 18. The Mortgagee shall out of the monies received by the Mortgagee in carrying on the business as mentioned in Clause 7 hereof, and out of the rents, profits and income of the Mortgaged Properties, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the Receiver (if any) and in the management of the Mortgaged Properties or in the performance or exercise or the attempted performance or exercise of the power and duties under these presents and all other outgoings which the Mortgagee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.
- 19. Until the happening of any of the Events of Default the Mortgagee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Mortgagor or its business or the custody, care, preservation or repair of the Mortgaged Properties or any part thereof.
- 20. The Mortgagor hereby declares, represents and covenants that:
- i) the Mortgaged Properties hereinbefore expressed to be granted, conveyed, assigned, assured and transferred are the sole and absolute property(ies) of the Mortgagor and are free from any other mortgage, charge or encumbrance and are not subject to any lien, lispendens, attachment or other process issued by any Court or other authority;
- ii) notwithstanding anything by the Mortgagor done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Mortgagor now has power and authority to grant, convey, assign, assure and transfer unto the Mortgagee the Mortgaged Properties;
- iii) it shall be lawful for the Mortgagee upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the repts and profits thereof without any interruption or disturbance by the



Mortgagor or any other person or persons claiming by, through, under or in trust for the Mortgagor, and that freed and discharged from or otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever;

iv) the Mortgagor shall execute all such deeds, documents and assurances and do all such acts and things as the Mortgagee may require for exercising the rights under these presents or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Mortgagee may require for facilitating realisation of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagee or any Receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to their nominees and shall give all notices, orders and directions which the Mortgagee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any Government or local authority as the Mortgagee may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagor and for the purposes aforesaid a certificate in writing signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

v) the Mortgagor shall maintain and keep in proper order, repair and in good condition the relevant Mortgaged Properties. In case the Mortgagor fails to keep in proper order, repair and in good condition the Mortgaged Properties or any part thereof, then the Mortgagee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Mortgagee and their costs and charges therefor shall be reimbursed by the Mortgagor;

vi) The Mortgagor shall insure and keep insured the relevant Mortgaged Properties in accordance with the terms of the Facility Agreement and shall duly pay all premia and other sums payable for that purpose, the insurance in respect of the Mortgaged Properties shall be taken in name of the Mortgagor and the Mortgagee shall be recorded as first loss payee and the Mortgagor shall keep the insurance policies and renewals thereof with the Mortgagee and in the event of failure on the part of the Mortgagor to insure the relevant Mortgaged Properties or to pay the insurance premia or other sums referred to above, the Mortgagee may but shall not be bound to get the Mortgaged Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Mortgagor;

vii) The Mortgagor shall keep proper books of account as required by the applicable laws and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Mortgagor and keep the said books of account and all other books, registers and other documents relating to the affairs of the Mortgagor at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Mortgagor will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Mortgagor shall at all times be open for inspection of the Mortgagee and such person or persons as the Mortgagee shall, from time to time, in writing for that purpose, appoint: All original documents in relation to the Mortgaged Properties if not already handed over to the Mortgagee shall be held by the Mortgagor in trust for the Mortgagee;



viii) The Mortgagor shall give to the Mortgagee or to such person or persons as aforesaid such information as they or he or she or any of them shall require as to all matters relating to the business, property and affairs of the Mortgagor and at the time of the issue thereof to the shareholders/members/partners, if any, of the Mortgagor furnish to the Mortgagee copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the shareholders/members/partners and the Mortgagee shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Mortgagor or any part thereof and to investigate into the affairs thereof and the Mortgagor shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;

- jx) The Mortgagor shall permit the Mortgagee and such person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Mortgagee may depute for the purpose of such inspection and if the Mortgagee shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such an expert;
- x) The Mortgagor shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Mortgagor as and when the same shall become payable and when required by the Mortgagee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagor in respect of or any part of the Mortgaged Properties;
- xi) The Mortgagor shall forthwith give notice in writing to the Mortgagee of commencement of any proceedings directly affecting the Mortgaged Properties;
- xii) The Mortgagor shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 1956 if applicable and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Mortgagor's constitutional documents;
- xiii) The Mortgagor shall diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Properties or any part thereof PROVIDED THAT the Mortgagor may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the security for the Facilities is not thereby materially endangered or impaired. The Mortgagor will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Facilities and/or any other monies in respect thereof might or would be hindered or delayed;

xiv) The Mortgagor shall pay all such stamp duty (including any additional stamp duty), other duties,



taxes, charges and penalties, if and when the Mortgagor may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Mortgagor failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Mortgagee will be at liberty (but shall not be bound) to pay the same and the Mortgagor shall reimburse the same to the Mortgagee on demand;

xv) The Mortgagor shall reimburse all sums paid or expenses incurred by the Mortgagee or any Receiver, Attorney, Manager, Agent or other person appointed by the Mortgagee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry further interest at the default interest rate specified in the Facility Agreement as from the date—when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Mortgagor will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by the Mortgagee, the Mortgagor shall, forthwith on demand, reimburse the same to the Mortgagee and until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties;

xvi) The Mortgagor shall promptly inform the Mortgagee if it has knowledge or notice of any application for winding up/dissolution/bankruptcy/insolvency having been made or any statutory notice of winding up or dissolution under the Companies Act, 1956 (if applicable) or other applicable Acts or otherwise of any suit or other legal process intended to be filed or initiated against the Mortgagor and affecting the title to the Mortgagee 's properties or if a Receiver is appointed of any of its properties or business or undertaking;

xvii) The Mortgagor shall promptly inform the Mortgagee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Mortgaged Properties or on the Mortgagor's profits or business and of any material changes in the rate of production or sales of the Mortgagor with an explanation of the reasons therefor;

xviii) The Mortgagor shall promptly inform the Mortgagee of any loss or damage which the Mortgagor may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Mortgagor may not have insured its properties;

xix) The Mortgagor shall apply for and make its best endeavour to obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the Mortgaged Properties may, during the continuance of this security, be held as and when the same may be due for renewal in accordance with the provisions thereof and duly vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases;

xx) The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings annexed to the same or any of them except in the ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of carrying on the business of the Mortgaged Properties and the Mortgagor will in such case forthwith restore or procure to be restored such building, structure, plant, machinery, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of atleast equal value;

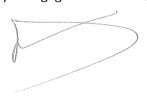
xxi) The Mortgagor shall not sell or dispose of the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise



- 21. In the event of the Government taking over the management of the Mortgagor and/or the Mortgaged Properties and/or the entire undertaking of the Mortgagor and/or in the event of nationalisation of the Mortgagor or its business or a moratorium being passed or in case the running of the business of the Mortgagor or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of The Industries (Development and Regulation) Act, 1951 or under any other Act, the Mortgagee shall be entitled to receive the whole of the compensation to which the Mortgagor shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions of the Facility Agreement and all monies secured hereunder shall become immediately payable and the security created hereunder shall become enforceable.
- 22. No purchaser, mortgagor, mortgagee or other person dealing with the Mortgagee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Mortgagee or Receiver and in the absence of malafides on the part of such purchaser, mortgagor, mortgagee or other person such dealing shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Mortgagor or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.
- 23. Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Mortgagee for the purchase money of any of the Mortgaged Properties are sold and for any other monies paid otherwise howsoever to them shall effectually discharge the purchaser(s) or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.
- 24. The Mortgagee may, at any time after the security hereby constituted becomes enforceable, apply to the relevant Court for an order that the powers hereof be exercised and carried into execution under the directions of the Court and for the appointment of a Receiver or Receivers and Manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as the Mortgagee shall deem expedient and shall be indemnified by the Mortgagor against all costs, charges and expenses incurred for or in relation to any such application or proceeding.
- 25. The Mortgagee hereof may, in the execution and exercise of all or any of the powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Mortgagee and the Mortgagee may also, whenever they think it expedient, delegate by Power of Attorney or otherwise to any such officer all or any of the powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Mortgagee may think fit and the Mortgagee shall not be bound to supervise the proceedings or be in anywise responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgement forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

Cikarsh Sfatik Id.

- 26. The Mortgagor hereby acknowledges, agrees and confirms that the Mortgagee shall, at the request and cost of the Mortgagor, release, re-assign or reconvey to the Mortgagor or as the Mortgagor may direct or to such other person entitled thereto, the Mortgaged Properties or such part thereof as may remain subject to the security hereby created freed and discharged from the security hereby created upon proof being given to the reasonable satisfaction of the Mortgagee that all the Facilities together with all interest, and all other monies payable hereunder have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the Mortgagee or by any Receiver in relation to these presents and upon observance and performance of the terms and conditions and covenants herein contained and in the Transaction Documents.
- 27. The Mortgagor shall pay to the Mortgagee all legal, travelling and other costs, charges and expenses incurred by them or their officers or their employees, their representatives / agents in connection with execution of these presents including costs, charges and expenses of and incidental to the approval and execution of these presents and all other documents affecting the security herein and will indemnify them against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done in respect of or in relation to the Mortgaged Properties.
- 28. The Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor in the name and on behalf of the Mortgagor to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Mortgagee be necessary or expedient that the Mortgagor should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Mortgagor by these presents or of giving to the Mortgagee on their behalf the full-benefit of any of the provisions of these presents and generally to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred upon the Mortgagee or any Receiver appointed by them. Notwithstanding anything contained herein above, the Mortgagee shall act as an attorney of the Mortgagor only if an event of default as may be stipulated here or under any other transactional documents, has occurred.
- 29. The Mortgagor hereby agrees and undertakes that until the repayment of the entire Facilities to the satisfaction of the Mortgagee, the Mortgagee/Receiver or purchaser of the Mortgaged Properties shall have an unfettered right to use the common areas of the Mortgaged Properties. The Mortgagor shall ensure that the Mortgagee/Receiver or purchaser of the Mortgaged Properties or the public in general shall have access, pathway, easement and all other requisite right of usage of the such area and that at no time the Mortgagor shall restrict, prevent, block, prohibit, obstruct the right to access and use such area including at the time of enforcement.
- 30. The Mortgagor further undertakes that in an Event of Default the Mortgagee/Receiver or purchaser of the Mortgaged Properties or purchaser of the units of the Mortgaged Properties shall also have the right of maintenance of common areas of the Mortgaged Properties including appointment of agencies for maintenance of common areas.
- 31. These presents shall be a continuing one and shall remain in full force and effect till such time the Mortgagor repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies payable under the Facility Agreement and/or the other Transaction Documents.
- 32. (a) Any notice garrequest required to be served or given on the Mortgagor shall for the purposes of these presents be sufficiently served at the registered / principal / business office of the Mortgagor or if left or affixed to any part of the premises hereby mortgaged and such notice shall also be deemed



b) Any notice or request to be given or made to the Mortgagee or to any other party shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or despatched by mail or telegram to the party to which it is required to be given or made at such party's designated address.

unserved on account of refusal or otherwise howsoever.

to be properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagor at its registered office and such services shall be deemed to have been made at the time at which such Registered letter would in the ordinary course of post be delivered and even though returned

33. The Mortgagor shall also indemnify and keep the Mortgagee indemnified against all losses, damages, costs, claims and expenses whatsoever which the Mortgagee may suffer, pay or incur by reason of or in connection with any such default on the part of the Mortgagor including legal proceedings taken against the Mortgagor for recovery of all the monies in respect of the Facilities under the Facility Agreement and/or the other Transaction Documents.

34. It is hereby expressly agreed that the obligations of the Mortgagor shall be governed by the provisions contained in these presents. In the event of there being any inconsistency or repugnancy between the provisions contained in the Facility Agreement and these presents, the provisions contained in the Facility Agreement shall prevail to the extent of such inconsistency or repugnancy.



THE FIRST SCHEDULE ABOVE REFERRED TO

1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Patna

Date: The 23rd day of February, Two Thousand and Twenty Three

2. DETAILS OF THE MORTGAGOR

Utkarsh Sfatik Limited, a company within the meaning of Companies Act, 2013 and having its registered office at Ecospace Business Park, Block G, 4B, 6th Floor, Premises No. IIF/11, Action Area III, New Town, Kolkata West Bengal PIN-700160, India represented by its **Authorized Signatory**, **Mr. Rana Pratap Singh**, son of Late Hari Anugrah Naraian Singh, (**Aadhaar No. 9294 9400 5547**), (**PAN BDEPS4120H**), (**Mobile No. 9771458030**) Aged about **54**, Caste Rajput, occupation Service, authorized vide board resolution dated **28.06.2019- First Party**

3. DATE OF THE FACILITY AGREEMENT

The 28th day of October, Two Thousand and Twenty Two.

4. AMOUNTS OF THE FACILITIES

In the aggregate not exceeding Rs. 3,700.0 million. far business purpose

5. THE BANK'S BRANCH / OFFICE ADDRESS

ICICI Bank Limited, Ashok Rajpath, Near Shri Sai Mandir, Lodipur, Chajju Bagh, Patna, Bihar 800001

6. **DEFINITIONS AND CONSTRUCTION**

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, viz.:

"Mortgaged Properties" means the immoveable properties of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule.

All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Facility Agreement.

7. ULCRA

The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULCRA") are not applicable to the Properties.

8. CHARGING CLAUSE



The Mortgagor doth hereby:

i) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgager unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Mortgaged Properties)

All the commercial portion i.e. Basement + Lower ground floor + upper ground floor+ V storied (built up structure being the basement (114,100 sq. ft.), lower ground floor (78,383 sq. ft.) upper ground floor (86,727 sq. ft.), first floor (93,716 sq. ft.), second floor (81,960 sq. ft.), third floor (64,190 sq. ft.), fourth floor (12,925 sq. ft) and fifth floor (3,453 sq. ft), of the shopping mall, aggregating to about 535,454 sq. ft. (which also includes the units specified in the list below) built and constructed upon freehold land admeasuring an area of approximately 4.97 acres equivalent to approx. 497 decimals situated at Plot no. 157, 158, 159 (part), 160, 161, 162 and 60 (part), Holding Nos. 223, 224, 225 (formerly Holding Nos. 118A, 118, 118, 119, 119 and 119) within Ward Nos. 1 Sheet Nos. 2 and 3, Circle No. 3, Revenue Thana No. 20, Jamabandi no. 160, Patna- 800001 together with undivided proportionate share of land pertaining to the shopping mall, parking space (including common passage to parking space) allocated to the shopping mall and common areas annexed to the said building which is butted and bounded as follows:

On the East by: Main Road - Budh Marg, Patna
On the West by: The Residency - City Centre, Patna
On the North by: partly Baptist Church, partly private buildings
On the South by: China Kothi Mohalla and private buildings

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

Floor	Unit no.	Area (in square feet)		
	350 number of 2-wheeler parking spaces			
	and 227 number of 4-wheeler parking			
Basement	spaces	114,100		
	212 number of 2-wheeler parking spaces			
	and 146 number of 4-wheeler parking			
Lower ground	spaces	78,383		
Upper Ground	F0001	1,490		
Upper Ground	A0001	13,144		
Upper Ground /	E0001	11,176		
Upper Ground `	E0002	12,739		
Upper Ground	C0001	8,583		
Upper Ground	A0002	1,782		
Upper Ground	A0003	1,272		

Upper Ground	A0004	1,361
Upper Ground	A0005	1,361
Upper Ground	A0006	1,385
Upper Ground	A0007	1,647
Upper Ground	A0008	887
Upper Ground	A0009	780
Upper Ground	A0010	873
Upper Ground	A0011	891
Upper Ground	B0001	3,496
Upper Ground	B0002	3,684
Upper Ground	B0003	779
Upper Ground	B0004	748
Upper Ground	B0005	981
Upper Ground	B0006	726
Upper Ground	B0007	822
Upper Ground	B0008	
Upper Ground	B0009	1,382
Upper Ground	B0010	873
Upper Ground	B0010	851
		906
Upper Ground	B0013	855
Upper Ground	B0014	445
Upper Ground	B0015	1,100
Upper Ground	C0002	1,623
Upper Ground	C0004	934
Upper Ground	C0003	1,139
Upper Ground	D0002	2,069
Upper Ground	B0011	882
Upper Ground	D0002	2,069
First	D0101	13,232
First	E0101	10,748
First	E0102	12,783
First	C0105	7,260
First	C0105a	1,419
First	A0101	2,330
First	A0102	3,254
First	A0103	2,955
First	A0104	809
First	A0105	818
First	A0106	818
First	Á0107	833
First	A0108	909
First	A0110	888
First	A0111	780
First	A0112	873
First	A0113	1,184
First	B0101	938
First	B0102	824
First	B0103	804
First	B0104	882
First	B0105	980
First,	B0106	973
First, First		973
First:/	B0107 B0108	973
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	DO TOO	312

23:02:2023

First	B0109	930
First	B0110	973
First	B0111	973
First	B0112	1,119
First	B0113	384
First	B0114	938
First	B0115	
First	B0116	939
First	C0101	4,081
First	C0101	999
First	C0102 C0103	877
First	C0103	1,000
First	B0117	995
First		310
First	B0118	957
	B0119	957
First	D0102	7,129
Second	D0210	12,309
Second	E0201	11,067
Second	E0202	12,468
Second	A0203	1,039
Second	A0204	945
Second	A0205	880 (
Second	A0206	897
Second	A0207	925
Second	A0209	479
Second	A0210	895
Second	A0211	930
Second	B0201	1,201
Second	B0203	1,156
Second	B0204	1,200
Second	B0205	5,900
Second	C0201	942
Second	C0202	887
Second	C0203	322
Second	C0204	322
Second	C0205	322
Second	C0206	322
Second	C0207	322
Second	C0208	311
Second	C0209	234
Second	C0210	234
Second	C0211	234
Second	C0212	290
Second	C0230	383
Second	C0231	356
Second	C0234	427
Second	C0236	1,355
Second	A0201	1,444
Second	A0202	1,006
Second	A0208	882
Second	B0202	1,153
Second	B0206	2,635
Second	B0207	2,457

	and the second s	
Second	C0207	322
Second	C0208	311
Second	C0213	234
Second	C0214	234
Second	C0215	296
Second	C0216	180
Second	C0217	234
Second	C0218	234
Second	C0219	176
Second	C0220	234
Second	C0221	234
Second	C0222	234
Second	C0223	167
Second	C0224	167
Second	C0225	167
Second	C0226	197
Second	C0227	208
Second	C0228	155
Second	C0229	167
Second	C0232	356
Second	C0233	332
Second	D0201	684 :
Second	D0202	861
Second	D0203	861
Second	D0204	861
Second	D0205	691
Second	D0206	691
Second	D0207	691
Second	D0208	688
Second	D0209	1,962
Third	A0301	1,078
Third	B0301 FC-1	2,303
Third	B0301 FC-2	2,335
Third	B0301 FC-3	1,225
Third	B0301 FC-4	1,181
Third	B0301 FC5	1,181
Third	B0301 KIOSK 1	206
Third	B0301 KIOSK 2	206
Third	B0301 KIOSK 2	206
Third	C0301	
Third	C0301	6,265
Third	D0301 & D0302	1,981
Third	E0301	16,412
Third		23,915
	B0301	2,720
Third	F0301	1,348
Third	F0102	916
Third	F0002	992
Third	C0302a	839
Fourth	E0401	11,574
Fourth	F0401	1,351
Fifth /	E0501	3,453

IN WITNESS WHEREOF the Mortgagor has hereunto caused these presents to be executed on the day and year first hereinabove written in the manner hereafter appearing.

SIGNED, SEALED AND DELIVERED

by the within named Mortgagor, UTKARSH SFATIK LIMITED. by the hand of Mr. Rana Pratap Singh, pursuant to the resolution passed by its Board of Directors in that behalf on 19th December 2022

In presence of:

Utkarsh Sfatik Ltd. Authorised Signatory

Utkarsh Sfatik Limited

WITNESS:

2.

SONV RUMAR

SONV RUMAR

STORASHO

FLO - DATINA, BJHAR

PO DENED, JACKLEY

PARK Limited, by

"A at SIGNED. SEALED AND DELIVERED

by the within named Mortgagee ICICI Bank Limited, by the hand of an authorized officer of ICICI Bank Limited at Patna in the presence of

ICICI Bank Ltd.

WITNESS:

SONU KUMAR SIO - J. PRASAD PHO - PATRA, BITHAR PLO - PATRA, BITHAR SIO - P-K. SINGL NO - Dhubad, Thereboar



19

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '40'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 20000/-0/-Addl.Stamp duty paid under Municipal Act Rs.

Amt.Paid By N.J Stamp Paper Amt.paid through Bank Challan

6000

0/-Rs. Rs. 26000/-

Service Charge

Registration Fee

FEE PAID	A1 A8 A9 A10 B	5000 0 0 0	C D DD E H1a	0 0 0 0	H1b H2 I J1 J2	0	K1a K1b K1c K2 Li	0 0 0 0	Lii Liii Mb Na	0 0 0
									TOTAL-	5000

LLR + Proc Fee LLR 0 Proc.Fee 1000 Total

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -

0

Registering Officer Patna

Date: 23/02/2023

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 23rd February 2023 by Rana Pratap Singh (Auth. Signatory) Late Hari Anugrah Narain Singh by profession Others. Status - Mortgager

Registering Officer **Patna**

Signature/L.T.I. of Presentant

Date:23/02/2023

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sonu Kumar' age '26' Sex 'M', 'Jaynandan Prasad', resident of 'Near Kabristan, Buddha Colony, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer Patna

Date: 23/02/2023

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 🖔 Volume 159 on pages on 356 -377, for the year 2023 and stored in CD volume No. CD-9 year 2023 . The document no is printed on the Front Page of the document.

Registering Officer Patna

Date: 23/02/2023

Token No.:

2716

Year: 2023 S.No.:

2771

SCORE Ver.4.1

Deed No .: d No .: 2565

2/23/2023

Unique Identification Authority of India

पताः

नियर कब्रिस्तान, चकारम, बुद्धा कौलनी, फुलवारी, पटना, पटना जी.पी, CHAKARAM, BUDDHA COLONY, बिहार, 800001

Address: NEAR KABRISTHAN, Phulwari, Patna, Patna G.p., Bihar, 800001



भारत सरकार Government of India

सोनु कुमार SONU KUMAR पिता : जयनंदन प्रसाद Father: JAYNANDAN PRASAD जन्म तिथि / DOB : 27/06/1997 पुरुष / Male



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help@uidai.gov.in

www www.uidai.gov.in 6623 1591 1502

आधार - आम आदमी का अधिकार

46210



Date: February 21, 2023

To whomsoever it may concern

This is to certify that Mr. Sandeep Kumar Ghosh (Chief Manager-I, Employee ID- 459812) is a bona fidè employee of ICICI Bank Limited. He is hereby authorized to sign on behalf of ICICI Bank Limited, the Indenture of Mortgage executed by Utkarsh Sfatik Limited in favour of ICICI Bank Limited.

Regional Head

Large Clients Group

AmbujaNeotia

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING NO. 2/2019 OF THE BOARD OF DIRECTORS OF UTKARSH SFATIK LIMITED HELD AT ECOSPACE BUSINESS PARK, BLOCK - 4B, 3RD FLOOR, PREMISES NO. IIF/11, ACTION AREA - II, NEW TOWN, KOLKATA - 700156 ON FRIDAY, 28TH DAY OF JUNE, 2019

Delegation of Authority for signing of Sale Deed/Deeds of Conveyance/Allotment **Letters/NOCs/ Various Agreements:**

The Board was informed that it was necessary to delegate the authority of the Board, in favour of any one of the Authorised Signatories, for operational convenience and smooth execution of the Allotment Letters/ NOCs/ Agreements in relation to projects of the Company and to attend to all matters incidental thereto including attending the Office of the Registrar of Assurances and other relevant authorities.

The Board after discussion passed following resolution:

"RESOLVED THAT any one of the following persons:

- i) Mr. Pramod Ranjan Dwivedi, Director;
- ii) Mr. Tarun Gupta, Director;
- iii) Mr. Partha Chakravartly, Authorised Signatory;
- Mr. Rakesh Ranjan, Authorised Signatory, iv)
- v) Mr. Rana Pratap Singh, Authorised Signatory
- Mr. Piyush Singhania, Authorised Signatory vi)

be and are hereby severally authorised to negotiate/execute and sign the Deeds of Conveyance/Sale Deed/Allotment Letters/ NOCs/ Agreements and other necessary documents as may be required on behalf of the Company in respect of lease/sale/transfer of units of projects of the Company at Patna, Bihar and to attend to all matters incidental thereto including attending the Office of the Registrar of Assurances, Bihar and other relevant authorities."

"RESOLVED FURTHER THAT a certified copy of the resolution be furnished to the concerned person under the signature of any one of the Directors or Company Secretary of the Company, for being acted upon."

UTKARSH SFATIK LIM TED

(PRATEDRANJAND) DIN: 01681248

UTKARSH SFATIK LTD.

Dakeen Layin Authorised Signatories

RAMESH RANJAN

UTKARSH SFATIK LIMITED

DIN: 06770340

UTKARSH SFATIK LTD.

Authorised Signatories (RANA PRATAD SINGH

Certified True Coby FOR UTKARSH SFATIK LIMITED

Utkarsh Statik Ltd. (RATHISH KR. GUNTA) 4. No. A39830

Regd. Office: Ecospace Business Park | Block 4B | 6" Floor | Premises No. IIF/11 | Action Area II | New Town | Kolkata 700160

P +91 33 4040 6060 | F +91 33 4040 6161 | W www.ambujaneotia.com

CIN: U45100WB1992PLC195097

IXARSH SFATIK L

UTKARSH SFATIK LTD.

Authorised Signatories PIYUSH SINGHANIA



Government of India Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number: 10AAACU8592J1Z5

1.	Legal Name	UTKARSH SFATIK LIMITED					
2.	Trade Name, if any	M/S UTKARSH SFATIK LTD.					
3.	Constitution of Business	Public Limited Company					
4.	Address of Principal Place Business	0, OPP FIRE STATION, BUDHAMARG LODIPUR, Patna, Bihar, 800001					
5.	Date of Liability	01/07/20	117				
6.	Period of Validity	From	01/07/2017	То	NA		
7.	Type of Registration	Regular					
8.	Particulars of Approving A	uthority					
Signa	ture		***************************************				
Name	2	~		······································			
Desig	Designation						
Juriso	dictional Office		:				
9. Date of issue of Certificate 20/09/2017							
Note:	The registration certificate is re	quired to be promine	ently displayed at all	places of bu	usiness in the State		

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for registration

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आयकर विभाग INCOME TAX DEPARTMENT



<mark>मारत सरकार</mark> GOVT OF INDIA

ICICI BANK LIMITED

05/01/1994

Permanent Account Number

AAACI1195H

इस कार्य के को जा पाता खेरेया हुआ कार्य मिलने प्रय कपटा स्थित कार्य जीटार्य जायकर पैन पंचा इकाई, एन एस दी एस तीसरी पंजिल, ट्रेड घर्ल्ड, ए हिंग, कनसा मिल्स कम्पाउंड वस बी मार्ग, लीअर प्रसेल, मुख्यई - 400 018

Prince Comics Loss / someonate hast carded fault.

Prince inform / return to:

Inspirate Tax PAN Services Unit, NSDL

Ref Prince, Trade World, A Wing,

Kanada Mills Compound,

S. B. Marg, Losson Parck, Manufact - 400 013.

Tel. 91-22-2490 4650 Feb 91 22 2095 0664, econd: times comen com

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CERTIFIED TRUE COPY

Shanthi Venkatesan Deputy General Manager ICICI Bank Limited





भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार Unique Identification Authority of India Government of India

नामांकन क्रम / Enrollment No.: 1088/47421/00774

To संदीप कुमार घोष Sandeep Kumar Ghosh S/O: Karna Kumar Ghosh Sunny Seasons BLock-10 FLat-4D Near Kamal Gazi More Rajpur Sonarpur(M) Narendrapur Sonarpur South 24 Parganas West Bengal 700103





आपका आधार क्रमांक / Your Aadhaar No. :

6166 9482 5658

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India



संदीप कुमार द्योष Sandeep Kumar Ghosh जन्म तिथि / DOB : 03/08/1983 पुरुष / Male



6166 9482 5658

आधार - आम आदमी का अधिकार

Declet 4 23/02/2023



GOVERNMENT OF INDIA



राणा प्रताप सिंह Rana Pratap Singh जन्म तिथि/ DOB: 01/01/1968 पुरुष / MALE



9294 9400 5547



भारतीयः विकास पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पताः

संबोधित: श्री हरी अनुग्रह नारायण सिंह, यमुना 3, फ्लैट न-504, जलालपुर सिटी ,राम जयपाल रोड, अम्बेदकर डेंटल कॉलेज के पास, दीनापुर कम खगौल, पटना,

बिहार - 801503

Address:
S/O: Sri Hari Anugrah Naraian
Singh, YAMUNA 3, FLAT NO-504,
JALALPUR CITY, RAM JAIPAL
ROAD, NEAR AMBEDKAR
DENTAL COLLEGE, Dinapur-CumKhagaui, Patna,
Bihar - 801503

9294 9400 5547

INCOME TAX DEPARTMENT
UTKARSH SFATIK LIMITED

18/11/1992
Permanent Account Number
AAACU8592J

27.2.21