




CHALLAN
MTR Form Number-6

GRN	MH004710368201415E	BARCODE			Date	24/12/2014-13:52:35		Form ID	6(1)	
Department			Inspector General Of Registration			Payer Details				
Type of Payment			Non-Judicial Customer-Direct Payment Sale of Non Judicial Stamps SoS Mumbai only			TAX ID (If Any)				
						PAN No. (If Applicable)		ADWPK9701F		
Office Name			BOM4_JT SUB REGISTRAR MUMBAI 4			Full Name		Pragna Kirti Kedia Kirti K edia		
Location			MUMBAI			Flat/Block No.		B 102 Peninsula Business Park		
Year			2014-2015 One Time			Premises/Building				
Account Head Details			Amount In Rs.			Road/Street		-		
0030045501 Sale of NonJudicial Stamp			340000.00			Area/Locality		GK Marg Lower Parel		
						Town/City/District				
						PIN		4 0 0 0 1 3		
						Remarks (If Any) PAN2=~PN=ADITYA BIRLA FINANCE LTD.~ CA=170000000				
						Amount In		Three Lakh Forty Thousand Rupees Only		
Total			340000.00			Words				
Payment Details			INDIAN OVERSEAS BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN		REF No.		02716402014122450268		833079	
Cheque/DD No					Date		24/12/2014-13:54:56			
Name of Bank					Bank-Branch		INDIAN OVERSEAS BANK			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Mobile No. : Not Available

MEMORANDUM OF ENTRY

Equitable Mortgage of Property by Deposit of Title Deeds

On the 24th day of December 2014

Shri Mrs. Pnagna Kedia ^w/o of Mrs. Kinti Kedia
residing at Vishwashanti, 6th Floor, Azad Road, Juhu Koliwada, Mumbai-400049, authorized vide the Irrevocable Power of Attorney dated _____ and Letter of Authority dated _____ (if applicable)

ON BEHALF OF

1. Mr./Miss./Mrs. Pnagna Kedia aged 52 years,
son of/wife of/ daughter of Kinti Kedia residing at Vishwashanti, 6th Floor, 30/E, Azad Road, Juhu Koliwada, Mumbai-400049

OR

Mr./Miss./Mrs. _____ aged _____ years, son
of/ wife of/ daughter of _____ at present carrying on the business of
_____ as sole proprietor under the name and style of _____
at _____

OR

Name of Partners	Son/daughter/wife of	Aged
1 _____	_____	_____ years.
2 _____	_____	_____ years.
3 _____	_____	_____ years.
4 _____	_____	_____ years.

at present carrying on the business of _____ in partnership under the name
and style of _____ at _____

OR

Shri _____, aged _____ years, son of _____
as the Karta of his joint family carrying on the Hindu Undivided Family business of _____ as joint family business under the style of
_____ at _____

OR

_____ an association/ society/ trust registered under the prevalent
Societies Registration Act/prevalent Co-operative Societies Act/Indian Trust Act, 1882 and having the registered office at _____
carrying on the business of _____ at _____ and at present

OR

_____, a Company incorporated under the Companies Act 1956 and having its Registered Office at _____ (hereinafter referred to as "Mortgagor/s", which expression shall include its/ his/ her respective heirs, executors, administrators and permitted assigns, surviving partners, successors, members and all persons deriving/claiming title thereunder, as the case may be.)

On obtaining the same from the Existing Lender _____ (details of which have been provided hereunder) of the Borrower(s)/Mortgagor(s)

_____ (name and type) _____ (nature of entity and details) _____ and which is inter-alia engaged in the business of _____ (nature of business) _____;

[x] attended the office of Aditya Birla Finance Limited, a non banking finance company, incorporated and registered under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat 362 266 and its branch office at 10th Floor, Classic Pentagon, W.E. Highway, Andheri (E), Mumbai 400099 (hereinafter referred to as "ABFL" which expression shall include its successors and assigns) and handed over and deposited with Shri RAJ PALAN of ABFL (The name and designation of the officer with whom the title deeds are deposited) the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals, consents and writings more particularly described in the First Schedule hereunder written (hereinafter referred to as "Title Deeds") in respect of the Mortgagor/s's immovable property situated at B-102, Peninsula Business Park, G.K. Marg, Lower Parel, Mumbai - 400013

_____ (hereunder written together with the buildings and structures constructed/ to be constructed thereon and all the Mortgagor/s's plants and machineries, attached to the earth or permanently fastened to anything attached to the earth (hereinafter referred to as "immovable properties") by way of an Equitable Mortgage by deposit of Title Deeds to secure the due repayment to ABFL of the Facility(s) granted/ to be granted to

The Mortgagor/s [to be mentioned only in case the Mortgagor/s is/are the borrower (s)]

Mr./Miss./Mrs. Pragna Kedia aged 52 years, son of/wife of/ daughter of Kirti Kedia residing at Vishwashanti, 6th Floor, 30/E, Azad Road, Juhu Koliwada, Mumbai - 400049

OR

Mr./Miss./Mrs. _____ aged _____ years, son of/wife of/ daughter of _____ at present carrying on the business of _____ as sole proprietor under the name and style of _____ at _____

OR

[x] Name of Partners Son/daughter/wife of Aged

1 _____	_____	_____ years.
2 _____	_____	_____ years.
3 _____	_____	_____ years.
4 _____	_____	_____ years.

at present carrying on the business of _____ in partnership under the name and style of _____ at _____

OR

Shri _____, aged _____ years, son of _____ as the Karta of his joint family carrying on the Hindu Undivided Family business of _____ as joint family business under the style of _____ at _____

OR

_____ an association/society/trust registered under the prevalent Societies Registration Act/prevalent Co-operative Societies Act/Indian Trust Act, 1882 and having the registered office at _____ and at present carrying on the business of _____ at _____

OR

(X) _____, a Company incorporated under the Companies Act 1956 and having its Registered Office at _____

(herein referred as the "**Borrower(s)**") which expression shall include its/his/her respective heirs, executors, administrators and permitted assigns, surviving partners, successors, members and all persons deriving / claiming title thereunder, as the case may be).

	Details of facilities	Amount (INR)
1	LRD	10,00,00,000/-
2	Line of Credit	7,00,00,000/-

(hereinafter referred to as "Facility")

- 1) Accordingly Shri Raj Palan of ABFL accepted the deposit of the Title Deeds.
- 2) Shri Smt. Pragna Kedia of the Mortgagor/s stated, while depositing the Title Deeds, that the Title Deeds are being deposited by the Mortgagor/s with Shri. RAJ PALAN of ABFL with an intent to create exclusive first mortgage by deposit of Title Deeds over the Mortgagor/s's immovable properties more particularly described hereinabove and in the First Schedule in favour of ABFL to secure the due repayment, discharge and redemption by the Mortgagor/s of the Facility granted/agreed to be granted/ continued to be granted by ABFL to the Borrower(s) together with interest, additional interests, default interests, penal interests, principal amounts, costs, charges, commissions and expenses and all the monies whatsoever stipulated hereunder or under any of the Facility documents that may become payable by the Borrower(s). Mortgagor/s has further stated that as long as any amount is outstanding under the said Facility(s), the Mortgagor/s shall not create any further charge on the said immovable properties and that the said immovable properties shall be a continuing security whether the balance under the said Facility(s) at any point of time is extinguished or becomes nil or comes to credit.
- 3) Shri Smt. Pragna Kedia of the Mortgagor/s declared and confirmed to Shri RAJ PALAN of ABFL that the Title Deeds are the only documents of title in respect of the said immovable properties in possession, custody, power and control of the Mortgagor/s and that the Mortgagor/s is/are in possession of the said immovable properties and has a clear title to the said immovable properties and that no other permissions, approvals, consents are required and that the Mortgagor/s has/have not created any mortgage or charge or lien or other encumbrances whatsoever and that the Mortgagor/s's title to the said immovable property/ies is marketable and free from encumbrances, charge, suit or proceedings, claim and demand of any nature whatsoever. There is no mortgage, charge, lien or any other encumbrance or attachment on the said immovable property or any part thereof by any Government, Governmental Authority, Local Authority or by Income Tax Department or by any person, firm, company, body corporate, society or entity whatsoever and that no notice has been issued and/or served on the Mortgagor/s under the Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law.
- 4) Shri Smt. Pragna Kedia of the Mortgagor/s stated that the Mortgagor/s has not entered into any Agreement for sale, transfer or alienation in relation to the said immovable properties or any part or parts thereof and that no mortgage, charge or lien or other encumbrance whatsoever will be created by the Mortgagor/s or attachment allowed to be levied on the said immovable properties except with the express prior permission in writing of ABFL so long as the Mortgagor/s continues to be indebted to or remain liable to ABFL on any account in any manner whatsoever.
- 5) Shri Smt. Pragna Kedia of the Mortgagor/s further declared and confirmed that he is duly authorised to deposit the Title Deeds for and on behalf of and by the Mortgagor/s in respect of the immovable properties as aforesaid pursuant to the resolutions passed by the Directors on the Board of the Company at their meeting held on NA, POA /or Authority Letter issued by the other partners /or pursuant to the provisions of the Trust Deed / Bye laws of the society and the Mortgagor/s furnished the certified true copy of the said Resolution/POA/Letter of authority to Shri. _____ of ABFL and further stated that the said the Resolution/POA/Letter of authority is in full force and effect, valid and binding on the Mortgagor/s.

- 6) One of the conditions of ABFL having agreed to grant the Facility to the Borrower(s) and continuing the Facility to the Borrower(s) is that the repayment of the Facility together with interest, additional interests, default interests, penal interests, principal amounts, costs, charges, commission and expenses payable to or incurred by ABFL in relation thereto along with all other further dues, cost, expenses etc. shall stand secured by creation of equitable mortgage by deposit of Title Deeds of the said immovable properties by the Mortgagor/s in favour of ABFL.
- 7) Shri Smt. Pragna Kedia of the Mortgagor/s stated that deposit of title deeds was made with the intent to create the mortgage over immovable properties as mentioned hereinabove in favour of ABFL to secure the liability that may arise out of the said Facility(s) granted to the Borrower(s)/ Mortgagor/s together with interest, costs, charge and expenses and all the monies that may become payable by the Borrower(s)/Mortgagor/s under or in respect of the said Facility(s). Mortgagor/s has/have further stated that as long as any amount is outstanding under the said Facility(s), the Mortgagor/s shall not create any further charge on the said immovable properties and that the said immovable properties shall be a continuing security whether the balance in the said Facility(s) at any point of time is extinguished or becomes nil or comes to credit.
- 8) Shri Smt. Pragna Kedia of the Mortgagor/s further declared that it is not aware of any act, deed, matter or circumstance, which prevents the Mortgagor/s from charging or creating mortgage over the said immovable properties in favour of ABFL.
- 9) Shri Smt. Pragna Kedia of the Mortgagor/s, at the time of the deposit of Title Deeds, further declared and represented to ABFL, inter alia, that the said immovable properties would remain as security till the Facility is repaid to ABFL in full by the Borrower(s) to the complete satisfaction of the ABFL. The Mortgagor/s also declared that the Mortgagor/s is/are aware that ABFL shall be entitled to sell the said immovable properties or any part thereof at its sole discretion in the event the Borrower(s) fails to pay/repay any monies due and payable in relation to the Facility to ABFL.

Applicable only if the Mortgagor/s is/are a Company/Firm/trust/ society or else delete

- 10) The deposit and declaration as aforesaid were made by Shri _____ for and on behalf of the Mortgagor/s with Shri. RAJ PALAN of ABFL.



(Signature of the Authorised Representative of ABFL)

SCHEDULE I

List of Title Deeds

original sale agreement dated 24-Nov-2014 between Alok Infrastructure Ltd. & Pragna Kedia