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ARIISTO - IIFL - 5

DEBENTURE TRUST DEED

EXECUTED BY AND BETWEEN

ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED

AND

IDBI TRUSTEESHIP SERVICES LIMITED

IN RESPECT OF

ISSUANCE OF SECURED UNATED UNLISTED REDEEMABLE
NON CONVERTIBLE DEBENTURES AGGREGATING TO
RS. 5,00,00,000/- (RUPEES FIVE CRORES ONLY)

DATED 27/06/, 2019

8.50
28/06/19

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

367/7096
Thursday,June 27 ,2019
9:34 AM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 7726 दिनांक: 27/06/2019

गावाचे नाव: कांदिवली
दस्तऐवजाचा अनुक्रमांक: **बरल-2-7096-2019**
दस्तऐवजाचा प्रकार : **गहाणखत**
सादर करणाऱ्याचे नाव: **आई डी बी आई ट्रस्टीशिप सर्व्हीसेस लिमिटेड च्या मॅनेजर संपदा नाईक**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3800.00
पृष्ठांची संख्या: 190	
एकूण:	रु. 33800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
9:53 AM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक बोरीवली2

बाजार मुल्य: रु.0 /-
मोबदला रु.50000000/-
भरलेले मुद्रांक शुल्क : रु. 251500/-

REGISTERED ORIGINAL DOCUMENT
DELEVERIED ON 28/6/2019

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2606201911359 दिनांक: 27/06/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003221764201920E दिनांक: 27/06/2019
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2606201910362 दिनांक: 27/06/2019
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN MH003221764201920E	BARCODE	Date 26/06/2019-16:31:29	Form ID 40(b)

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	AAKCA5599B
Office Name	SRL1_JT SUB REGISTRAR BORIVALI 1	Full Name	ARIISTO REALTORS INFRASTRUCTURE PVT LTD
Location	MUMBAI		
Year	2019-2020 One Time	Flat/Block No.	AREA 12512.48 SQ MTR ,CTS NO 128A PART,VILLAGE KANDIVALI AND AREA 49.865 SQ MTR ,CTS NO
		Premises/Building	

Account Head Details	Amount In Rs.		
0030045501 Stamp Duty	251500.00	Road/Street	128A/5 PART,128A/6 PART,128A/8 PART,128A/10,128A/11 PART, VILLAGE
0030063301 Registration Fee	30000.00	Area/Locality	KANDIVALI BUNDER PAKHADI ROAD KANDIWALI WEST,MUMBAI
		Town/City/District	
		PIN	4 0 0 0 6 7
		Remarks (If Any)	PAN2=AAACI8912J~SecondPartyName=IDBI TRUSTEESHIP SERVICES LTD~CA=50000000
DEFACED ₹281500.00 DEFACED			
		Amount In Words	Two Lakh Eighty One Thousand Five Hundred Rupees Only
Total	2,81,500.00		

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	69103332019062616230 220744777
Cheque/DD No.		Bank Date	RBI Date	26/06/2019-16:32:28 Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID : Mobile No. : 9930369011

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

THE SEAL OF THE SUB REGISTRAR BORIVALI ... MUMBAI SUBURBAN DIST. (BANDRA) ... उपनगर जिल्हा

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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount

 Print Date 27-06-2019 09:52:06

GRN : MH003221764201920E **Amount :** 2,81,500.00 **Bank :** IDBI BANK **Date :** 26/06/2019-16:31:29

1	(iS)-367-7096	0001732417201920	27/06/2019-09:33:58	IGR191	30000.00
2	(iS)-367-7096	0001732417201920	27/06/2019-09:33:58	IGR191	251500.00
			Total Defacement Amount		**2,81,500.00**

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 3
सह. दुय्यम निबंधक बोरीवली क्र. ३
सत्यमेव जयते
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST., (BANDRA)

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2606201910362	Receipt Date	27/06/2019

Received from ARIISTO REALTORS INFRASTRUCTURE PVT LTD , Mobile number 9930369011, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7096 dated 27/06/2019 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	26/06/2019
Bank CIN	100041520190626495642	REF No.	220762892
Deface No	2606201910362D	Deface Date	27/06/2019

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2 MUMBAI SUBURBAN DIST. (BANDRA)

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2606201911359	Receipt Date	27/06/2019

Received from ARIISTO REALTORS INFRASTRUCTURE PVT LTD , Mobile number 9930369011, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 7096 dated 27/06/2019 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.

DEFACED
₹ 1800
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	26/06/2019
Bank CIN	100041520190626496495	REF No.	220780256
Deface No	2606201911359D	Deface Date	27/06/2019

This is computer generated receipt, hence no signature is required.

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THE SUB REGISTRAR BORIVALI NO. 2
MUMBAI SUBURBAN DIST.

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

SUB REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST.

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

DEBENTURE TRUST DEED

This **Debenture Trust Deed** ("**Deed**") is executed at Mumbai, India, on this 27th day of June, 2019 ("**Effective Date**"), by and between:

ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, with CIN U70102MH2012PTC228861 having its registered office at 43/11, Raja Bahadur Building Tamarind Lane, Fort Mumbai Mumbai City MH 400001 IN (hereinafter referred to as the "**Company**"/ "**Issuer**"/ "**ARIPL**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART;**

AND

MR. ATITHI PATEL, an adult Indian Inhabitant, being the son of Mr. Narendra Patel and residing at Gr. Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056 (hereinafter referred to as the "**Promoter 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **SECOND PART;**

AND

MR. ATITHI PATEL, an adult Indian Inhabitant, being the son of Mr. Narendra Patel and residing at Gr. Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056 (hereinafter referred to as the "**Promoter 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **THIRD PART;**

AND

IDBI TRUSTEESHIP SERVICES LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400001, and a branch office at 1105, Arunachal Building, Barakhamba Road, New Delhi – 110001 India (hereinafter referred to as the "**Debenture Trustee**" or "**Trustee**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include the Debenture Trustee for the time being, debenture trustees as may be appointed in terms of this Deed and each of their successors and permitted assigns) of the **FOURTH PART**.

~~The Issuer, Personal Guarantors~~, Security Providers and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

I. The Issuer is primarily engaged in the business of real estate development and construction, and the authorised, issued, subscribed and paid up share capital of the Issuer as on the Effective Date is as set out in **Schedule 2** (*Capital Structure and Shareholding Pattern*) hereto.

II. With a view to raising finances for the end use ("**End Use**") more specifically identified in **Schedule 1** *(Financial Conditions)* hereto, the Issuer is desirous of allotting and issuing up to 500 (Five Hundred) secured unlisted unrated redeemable non-convertible debentures of a face value of Rs. 1,00,000/- (Rupees One Lakh only) each, of the aggregate nominal value of up to Rs. 5,00,00,000/- (Rupees Five Crores only) for cash, at par, on a private placement basis, in such series or tranches as the Debenture Trustee may at its sole discretion direct (hereinafter collectively referred to as the "**Debentures**").

III. The Company, being duly empowered by its memorandum of association and articles of association, is issuing the Debentures pursuant to the authority granted by the resolutions of the shareholders of the Company passed at the meeting held on 25/6/19, 2019, and board of directors of the Company passed at its

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

meeting held on 25|6|19., 2019.

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IV. The Debenture Trustee is registered with the Securities Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, and pursuant to the consent letter dated 25|6|19, 2019, delivered by the Debenture Trustee, addressed to and accepted by the Company, the Debenture Trustee has agreed to act as a trustee in trust for and on behalf of and for the benefit of the Debenture Holders (*defined hereinafter*), and each of their successors and assigns. In pursuance thereof, the Company and the Debenture Trustee have entered into a debenture trustee agreement dated 27|6|19., ("**Debenture Trustee Agreement**") confirming the Debenture Trustee's appointment as the trustee on behalf of the Debenture Holders.

V. The Debentures will be issued in dematerialized form and will be subject to the provisions of the Depositories Act, 1996, and the rules notified by the National Securities Depositories Limited ("**NSDL**") and the Central Depository Services (India) Limited ("**CDSL**"), from time to time. Accordingly, the Company has entered into agreements with NSDL and CDSL for issuing the Debentures in the dematerialized form.

VI. The Company now proposes to execute a deed being these presents with a view to record the various terms and conditions and stipulations pursuant to which the Debentures will be issued by the Company, as well as the Company's and Debenture Trustee's obligations in respect of the Debentures, and the Company has agreed to do so in the manner set out hereinafter.

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

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall, when capitalized, have the following meanings:

(a) "**Act**" shall mean: (i) the Companies Act, 2013, to the extent the same is in force; and (ii) the Companies Act, 1956, to the extent the same is in force, and, wherever applicable, the rules framed thereunder and any subsequent amendment, re-enactment, notification or replacement thereof for the time being in force;

(b) "**Affiliate**" shall mean, in relation to a person (a) being a corporate entity, or limited liability partnership shall mean any entity or Person, which Controls, or is Controlled by, or is under the common Control as such Person; (b) being an individual shall mean any relative (as defined under the Act) of such individual or any other Person which is Controlled by such individual; (c) being a partnership firm, shall mean the partners of such partnership firm or the relatives (as defined under the Act) of such partners or any other Person which is Controlled by such firm or the partners;

(c) "**Allotment Date**" in relation to each series/tranche shall mean the date on which the Debentures under such series/tranches are allotted to the Debenture Holders and which shall be deemed to be the date on which the last of the Subscription Amounts pertaining to such series/tranches have been deposited by the Debenture Holders in the NCD Account;

(d) "**Beneficial Owner(s)**" shall mean the Debenture Holders of the Debentures in dematerialized form whose name is recorded as such with the Depository;

(e) "**Business Day**" shall mean any day, not being a Saturday, Sunday or a public holiday within the meaning of Section 25 of the Negotiable Instruments Act, 1881, on which banks are open for business in Delhi (India) and Mumbai (India);

(f) "**Business Integrity Laws**" shall mean any law, rule or regulation (including international treaty obligations) applicable to the Parties, concerning or relating to bribery, corruption, financial crime, anti-terrorism, terrorism financing, anti-money laundering (and includes the Prevention of Money Laundering Act, 2002, the Benami

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

Transactions (Prohibition) Amendment Act, 2016 and the Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, U. K. Bribery Act 2010 and U.S. Foreign Corrupt Practices Act, 1977);

(g) "**Business Plan**" shall mean the business plan of the Company *inter alia* in relation to the Project, prepared by the Company in a form and manner satisfactory to the Debenture Trustee;

(h) "**CIBIL**" shall mean TransUnion CIBIL Limited;

(i) "**Control**" shall mean the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, shareholders' agreements, voting agreements, by Contract or otherwise; provided that, in any event: (i) the direct or indirect ownership of more than 50% (fifty per-cent) of the voting securities of a Person; or (ii) the right to appoint and/or remove the majority of the members of the board of directors or other governing body of a Person, shall be deemed to constitute Control of such Person (the expressions "Controlling" and "Controlled" shall have the corresponding meanings);

(j) "**Clearances/ Consent**" shall mean any permit, permission, license, approval, authorization, consent, clearance, waiver, no objection certificate or other authorization of whatever nature and by whatever name called which is required to be granted by any Person including by any Governmental Authority, lenders, RBI, or any other authority under any applicable Law, including for consummation of the transaction contemplated herein and enforceability of the Transaction Documents;

THE SEAL OF THE SUB REGISTRAR BORIVALI ... MUMBAI SUBURBAN DIST. (BANDRA)

"**Confidential Information**" shall mean and include, information which is confidential and proprietary to the Debenture Holders and/or any of their Affiliates, associates and/or subsidiaries and/or to certain third parties with which the Debenture Holders or their Affiliates, associates and/or subsidiaries have relationships, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such;

(l) "**Conditions Precedent Satisfaction Letter**" shall have the meaning ascribed to such term in Clause 3.2 of this Deed;

(m) "**Debentures**" shall have the meaning assigned to the term in Recital III;

(n) "**Debenture Holders**" shall mean initially the Person(s) who are the initial subscribers to the Debentures and thereafter each of the Persons who are registered as Beneficial Owners, and shall include each of their successors and assigns from time to time;

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(o) "**Debenture Holders' Nominee**" shall have the meaning ascribed to the term in Clause 11.1 of this Deed;

(p) "**Debenture Holders' Nomination Letter**" shall have the meaning ascribed in Clause 11.1 of this Deed;

(q) "**Debenture Payments**" shall mean all amounts due and payable / repayable by the Company and the Security Providers to the Debenture Holders and / or the Debenture Trustee in relation to the Debentures pursuant to and in terms of the relevant Transaction Documents, including, without limitation:

i. the Unpaid Principal Amount and all monies due and payable thereon by the Company, including the Default Interest, the Prepayment Charges (if any), the Redemption Premium, the Subscription Amounts (*until the Allotment Date*), interest on the Subscription Amounts, indemnities, Expenses, fees, interest and penalties, incurred under, arising out of or in connection with the Debentures;

ii. any and all sums advanced by the Debenture Trustee in order to preserve the Security Interest (or any part thereof) created and / or caused to be

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

created by the Company and the Security Providers in relation to the Debentures; and

iii. in the event of any proceeding for the collection of the Debenture Payments or enforcement of the Security Interest, any and all incurred Expenses for protecting, possessing, holding, preparing for sale, transfer, lease or any other Encumbrance, selling or otherwise disposing off or realizing the Security Interest (or any part thereof) created/ caused to be created by the Company and the Security Providers, or of any exercise of the Debenture Trustee of its right under the relevant Transaction Documents, together with legal fees and court costs.

(r) "**Deed of Hypothecation** " shall mean the deed of hypothecation executed / to be executed by and between the Company and the Debenture Trustee by which a first ranking *exclusive* charge by way of hypothecation over the Hypothecated Properties is created by the Company, in favour of the Debenture Trustee as security for the obligations of the Company in relation to the Debentures;

(s) "**Default Interest**" shall have the meaning ascribed to such term in Clause 3.10 of this Deed;

(t) "**Demand Promissory Note(s)**" shall mean the demand promissory note(s) issued by the Company in favour of the Debenture Trustee (for the benefit of the Debenture Holders), *inter alia* for the aggregate Principal Amount of the Debentures together with the Redemption Premium;

(u) "**Depository**" shall mean the Depository with whom the Company has made arrangements for dematerializing the Debentures, namely NSDL and/or CDSL;

(v) "**Depository Participant**" shall mean the depository participant appointed by the Company;

(w) "**Due Date**" or "**Due Dates**" shall mean any date on which any Debenture Payments in relation to the Debentures becomes due and payable to the Debenture Holders in accordance with the terms of this Deed;

(x) "**Early Repayment Date**" shall refer to any date on which the Debenture Payments (or any part thereof) are payable earlier than the scheduled Due Date, by virtue of: (a) Clause 3.12 *(Put Option)*; or (b) upon the repayment being accelerated upon the occurrence of any Event of Default; or (c) upon repayment being accelerated pursuant to Clause 10.13 (*Consequence of Illegality or Change in Control*) hereof;

(y) "**Encumbrance**" shall mean any lien, equitable interest, mortgage, charge, pledge, assignment by way of security, conditional sales contract, hypothecation, right of other Persons and/or Governmental Authority, claim, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, pre-emptive right, community property interest or restriction of any nature, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset or security, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement or arrangement whether conditional or otherwise, to create any of the same;

(z) "**End Use**" shall have the meaning assigned to the term in **Clause 1** of **Schedule 1** (*Financial Conditions*) hereto;

(aa) "**Environmental and Social Laws**" means any law, rules and regulations (including international treaty obligations) applicable concerning (i) environmental matters and natural resource management, (ii) employees and labour and their condition of workplace, (iii) protection of occupational as well as public health and safety, (iv) the

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

regulations of public participation, (v) the protection and regulations of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, and (vi) all other laws, rules and regulations providing protection of employees and citizens;

(bb) **"Escrow Agreement"** shall mean the escrow agreement executed /to be executed by and between the Company, the Debenture Trustee and the Escrow Bank setting out the manner in which the Project Accounts shall be operated and amounts lying in credit therein shall be utilized;

(cc) **"Project Accounts"** or **"Escrow Accounts"** shall mean collectively the accounts in relation to the Exclusive Area and more particularly described in the Escrow Agreement;

(dd) **"Escrow Bank"** shall mean HDFC Bank Limited, a company within the meaning of the Companies Act, 2013, and having its registered office at HDFC Bank House Senapati Bapat Marg Lower Parel West Mumbai 400013;

(ee) **"Event of Default"** shall mean any of the events of default identified in Clause 9.1 of this Deed;

(ff) **"Event of Change in Control"** shall have the meaning ascribed to such term in Clause 10.13 herein;

(gg) **"Exclusive Areas"** means the saleable area of 1,30,000 sq. feet saleable area forming a part of the Project being developed/ developed on the Project Land;

(hh) **"Excluded Activity"** shall mean any of the activities listed in the web link as provided in **Schedule 8**;

(ii) **"Existing Borrowings"** shall mean the loan facilities availed of by the Company from the banks, financial institutions and / or other Persons as set out in **Schedule 9** *(Existing Lenders and Existing Borrowings)* to this Deed;

(jj) **"Existing Debenture Trustee"** shall mean Vistra ITCL (India) Limited, acting as the debenture trustee in relation to the Existing Debentures;

(kk) **"Existing Debentures"** shall mean the secured non convertible debentures aggregating to Rs. 520,00,00,000 (Rupees Five Hundred and Twenty Crores only), issued by the Company, *inter alia* on the terms and conditions mentioned in the existing debenture trust deed executed *inter-alia* between the Existing Debenture Trustee and the Company

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(ll) **"Expenses"** shall include all fees, costs, Taxes, statutory dues or other charges of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), stamp duties (including any penalties in relation thereto), assessments, fees and expenses (including reasonable attorney's fees and expenses and audit fees) for preparing, negotiating, administering, defending and enforcing the Transaction Documents (including, without limitation, those incurred in connection with any insolvency, bankruptcy or other proceedings or in connection with any actions taken by the Debenture Trustee upon occurrence of an Event of Default) incurred with respect to the Company and/or the Security Providers and/or the Debentures;

(mm) **"E&S Action Plan"** shall mean a plan setting out specific environmental and social measures to be undertaken by the Company, acceptable to both Parties, prepared by the Company and / or consultant acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee);

(nn) **"Final Settlement Date"** shall mean the date on which the Debentures have been redeemed in full in accordance with the terms of the Transaction Documents and no Debenture Payments are outstanding and the Debenture Trustee has provided a written confirmation of the same to the Company (with a copy marked to the Escrow

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee
		MUMBAI	

Bank, Debenture Holders' Nominee and also to each of the Debenture Holders);

(oo) "**Financial Conditions**" shall mean the key financial conditions in respect of the Debentures, as set out in **Schedule 1** (*Financial Conditions*) hereto;

(pp) "**Financial Indebtedness**" shall mean any indebtedness for or in respect of:

i. moneys borrowed;
ii. any amount availed of by acceptance of any credit facility;
iii. any amount raised pursuant to the issuance of any notes, bonds, shares (whether redeemable or otherwise), debentures, loan stock or any other similar securities or instruments;
iv. any amount raised through the issue of any debt instrument which is convertible, pursuant to its terms, into equity;
v. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP be treated as a finance or capital lease;
vi. receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis);
vii. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
viii. any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
ix. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
x. the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; or
xi. (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (x) above;

(qq) "**Financial Year**" or "**FY**" shall mean the accounting period commencing from April 1st of each year till March 31st of the next year;

(rr) "**GAAP**" shall mean in relation to any Person, the generally accepted accounting principles, standards and practices prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by such Person;

(ss) "**Governmental Authority**" shall mean, without limitation, any government, governmental agency, semi-governmental entity or authority, any court, tribunal or other judicial or quasi-judicial body, and any stock exchange or regulatory body including the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government and any authority or private body exercising powers conferred by applicable Law;

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(tt) "**Hypothecated Properties**" shall mean collectively the Hypothecated Properties 1 and the Hypothecated Properties 2;

(uu) "**Hypothecated Properties 1**" shall mean the assets and properties in respect of which the Security Interests are created in terms of the Deed of Hypothecation 1, which are more particularly set out in **Part A** of **Schedule 6** herein;

(vv) "**Hypothecated Properties 2**" shall mean the assets and properties in respect of which the Security Interests are created in terms of the Deed of Hypothecation , which are more particularly set out in **Part B** of **Schedule 6** herein;

(ww) "**IBC**" shall mean the Insolvency and Bankruptcy Code, 2016 along with the applicable

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rules and regulation(s), as may be amended from time to time;

(xx) **"IIFL AMC"** shall mean IIFL Asset Management Limited, a company within the meaning of the Companies Act, 2013, and having its registered office at 6th Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai 400013;

(yy) **"Illegality"** shall have the meaning ascribed to such term in Clause 10.13 herein;

(zz) **"Indemnified Party"** shall have the meaning ascribed to such term in Clause 10.1(a) herein;

(aaa) **"Indemnifying Party"** shall have the meaning ascribed to such term in Clause 10.1(a) herein;

(bbb) **"Information Utilities"** shall mean an information collection body constituted under the provisions of the IBC;

(ccc) **"Investors"** shall mean the Persons who propose to subscribe to the Debentures (or any of them);

(ddd) **"Issue"** shall mean the issue of Debentures in accordance with the Transaction Documents;

(eee) **"Law"** includes all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or recognized stock exchange governing the operations and business of the Company and any modifications or re-enactments thereof;

(fff) **"Losses"** shall have the meaning ascribed to such term in Clause 10.1(a) herein;

(ggg) **"Overall Amount"** shall mean the aggregate of (i) outstanding Debenture Payments, and (ii) outstanding amounts in relation to SP Debentures;

(hhh) **"Material Adverse Effect"** shall mean any change or consequence of an event, circumstance, occurrence or condition which in the sole opinion of the Debenture Trustee and / or the Debenture Holders' Nominee has caused, as of any date of determination, or could reasonably be expected to cause, a material adverse effect on: (i) the financial condition, business, operation, property or the business prospects of the Company and/or any of the Security Providers, including any adverse effect on the profit or sales or net-worth; or (ii) the ability of the Company and/or any of the Security Providers to perform their respective obligations hereunder or under this Deed or any other Transaction Documents; or (iii) the legality, validity, binding nature of enforceability of this Deed or any other Transaction Documents; or (iv) the ability of the Debenture Trustee to exercise or enforce any right, benefit, privilege or remedy under the Transaction Documents or approvals and Clearances for the Project; or (v) the ability of the Company and/or Security Providers to comply in all respects with the terms and conditions of any approval and Clearances for the Project; or (vii) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purported to be granted pursuant to any of the Transaction Documents or the rights and remedies of any Debenture Holders under any of the Transaction Documents;

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(iii) **"Maturity Date"** shall have the meaning ascribed to the term in **Clause 2** of **Schedule 1** *(Financial Conditions)* hereto;

(jjj) **"Mortgage"** shall refer to the security interests created / to be created by the Issuer and / or the Security Providers over the Mortgaged Properties, in favour of the Debenture Trustee;

(kkk) **"Mortgaged Properties"** shall mean the assets and properties in respect of which Security Interests are created / to be created by the Company, more particularly

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described in the **Schedule 7** (*Mortgaged Properties*) hereto;

(lll) "**NCD Account**" shall mean the account opened by the Company with the Escrow Bank and operated in accordance with the terms hereof and the Escrow Agreement, the details of which account shall be provided in the Escrow Agreement;

(mmm) "**Pass Through Account**" shall mean the account opened by the Company with the Escrow Bank in relation to Exclusive Area and operated in accordance with the terms hereof and the Escrow Agreement, the details of which account shall be provided in the Escrow Agreement;

(nnn) "**Pass Through Charges**" shall mean the Taxes and other amounts like value added tax, service tax, tax deducted at source, stamp duty and registration fee, that are collected by or on behalf of the Company and/or Security Providers (or any other Person on behalf of the Company and/or Security Providers) in relation to the Project for the purpose of remittance to the appropriate Governmental Authority;

(ooo) "**Person**" includes an individual, statutory corporation, company, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organization, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;

(ppp) "**Personal Guarantee**" shall mean the irrevocable and unconditional guarantee dated on or about the date hereof, executed by the Personal Guarantors in favour of the Debenture Trustee, as per the terms of this Deed, for the benefit of the Debenture Holders as a security for the Debenture Payments in relation to the Debentures;

(qqq) "**Personal Guarantors**" or "**Promoters**" or "**Put Option Providers**" shall collectively mean Mr. Atithi Patel and Mr. Hiren Patel;

(rrr) "**Pledge**" shall refer to the Security Interests being created in terms of the Share Pledge Agreement;

(sss) "**Pledged Securities**" shall mean 10,00,000 (Ten Lakhs) shares of the Company held by the Pledgors, constituting 100% (One Hundred Percent) of the issued and paid-up share capital of the Company *(calculated on fully diluted basis)*, which are to be pledged on first ranking basis by the Pledgors in favour of the Debenture Trustee in terms of the Share Pledge Agreement ranking *pari passu* with the charge subsisting in favour of the Existing Debenture Trustee;

(ttt) "**Pledgors**" shall collectively mean (i) the Promoters, (ii) **Mr. Hasu Narendra Patel**, aged about 76 years, son of Mr. Narendra Patel, residing at Ground Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056, bearing PAN card no. AAKPP8969R, (iii) **Ms. Parul Hiren Patel**, aged about 47 years, wife of Mr. Hiren Patel, residing at Ground Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056, bearing PAN card no. AAKPP8968Q, (iv) **Ms. Dipali Atithi Patel**, aged about 42 years, wife of Mr. Atithi Patel, residing at Ground Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056, bearing PAN card no. AAAPJ6664P, (v) **Ms. Shinali Bhavesh Gangar**, aged about 13 years, daughter of Mr. Bhavesh Gangar, residing at Ground Floor, Annexe Mayank, Navyug CHSL, Plot No.3, N.S. Road No.5, JVPD, Vile Parle (W), Mumbai - 400056, bearing PAN card no. BPOPG3755A, and (vi) **Aristo Housing Infrastructure Private Limited**, a company within the meaning of the Companies Act, 2013, with CIN U70102MH2008PTC186367 having its registered office at 8th Floor, Aristo House, N. S. Phadke Road Near East-West Flyover, Andheri (East) Mumbai Mumbai 400069.

(uuu) "**Principal Amount**" shall mean the aggregate face value of the issued and

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outstanding Debentures;

(vvv) **"Principal Repayment Date(s)"** shall have the meaning ascribed to such term in Clause 4 of **Schedule 1** (*Financial Conditions*) hereto.

(www) **"Project"** shall mean the project developed/being developed on the Project Land including the Exclusive Area;

(xxx) **"Project Documents"** shall have the meaning ascribed to such term in Clause 7.1(k)ii herein;

(yyy) **"Exclusive Receivables"** shall mean all and any of the monies accruing to or arising out of the Exclusive Area including, but not limited to amounts owing to, and received and / or receivable by the Company and/or the Promoters and / or any person on its behalf, all book debts, present or future, all cash flows and receivables and proceeds arising from / in connection with the business of the Company and/or the Promoters related to the Exclusive Area, and all rights, title, interest, benefits, claims and demands whatsoever of the Company and/or the Promoters to or in respect of all the aforesaid assets, both present and future, including but not limited to lease rentals, advances, booking amounts, installments, amounts accruing from the sale / lease / transfer of units or parking allotment/sale etc., lease rental discounting, security deposits and/or any other monies whatsoever arising out of rents/ lease deposits/ the booking for sale/pre-sale/pre-launch etc., in relation to units / any other accruals forming part of the Exclusive Area, including but not limited to proceeds of insurance with respect to the Exclusive Area (or any part thereof) payable to or received by the Company and/or the Promoters (or any other Person on behalf of the Company and/or the Promoters) under any claim arising out of any insurance policy in effect and held by or for the benefit of the Company and/or the Promoters; provided that the Exclusive Receivables shall not include the Pass Through Charges;

(zzz) **"Promoter Option Agreement"** shall mean the agreement executed / to be executed by and between the Promoters, the Company and the Debenture Trustee for setting out the detailed terms and conditions in relation to the Put Option in relation to the Debentures;

(aaaa) **"Put Option"** shall have the meaning assigned to the term in Clause 3.12 herein;

(bbbb) **"Put Option Date(s)"** shall mean last date of each financial quarter beginning from the first anniversary of the Allotment Date; and

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(cccc) **"Put Option Notice"** shall have the meaning assigned to the term in Clause 3.12(b) herein;

(dddd) **"Put Option Providers"** shall mean the Promoters (or any of them) and / or the Company, against whom the Put Option is proposed to be exercised / has been exercised, by the Debenture Holders (or any of them);

(eeee) **"RBI"** shall mean the Reserve Bank of India;

(ffff) **"Record Date"** shall mean in relation to any Due Date, the day falling 7 (Seven) Business Days prior to such date;

(gggg) **"Redemption Premium"** shall have the meaning ascribed to such term in Clause 7 of **Schedule 1** (*Financial Conditions*) hereto;

(hhhh) **"Reimbursement Date"** shall have the meaning ascribed to such term in Clause 3.17(a) of this Deed;

(iiii) **"Register of Debenture Holders"** shall mean the register maintained by the Company containing the name(s) of the Debenture Holders, which register shall be maintained in accordance with Clause 5.5 of this Deed;

(jjjj) **"Related Party"** shall mean with respect to any Person, such Person's Affiliates and

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the partners, directors, officers, employees, agents, representatives, trustees and advisors of such Person;

(kkkk) "**Representatives**" shall have the meaning ascribed to such term in Clause 10.3 herein;

(llll) "**Repayment Cheques**" shall mean the cheques issued in favour of the Debenture Trustee and provided by the Company towards the Debenture Payments including the Principal Amount, the maximum Redemption Premium payable thereon;

(mmmm) "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016, to the extent the same is in force, and, wherever applicable, the rules framed thereunder and any subsequent amendment, re-enactment, notification or replacement thereof for the time being in force;

(nnnn) "**Rs.**" or "**Rupees**" or "**INR**" shall mean Indian Rupees, the lawful currency of India;

(oooo) "**Sanctions**" shall mean any trade, economic or financial sanctions laws, regulations, embargoes, export controls, travel bans or any other restrictive measures administered, enacted or enforced by a Sanctioning Authority;

(pppp) "**Sanctioning Authority**" includes the RBI, Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or any combination of the foregoing;

(qqqq) "**SEBI**" means the Securities and Exchange Board of India;

(rrrr) "**Security Interest**" shall mean: (i) the Mortgage created/ to be created over the Mortgaged Properties; (ii) the Pledge created/ to be created in accordance with the Share Pledge Agreement; (iii) the Personal Guarantee provided by the Personal Guarantors; (iv) the hypothecation created/ to be created over the Hypothecated Properties by the Company; and (vi) any other security created/ to be created/to be created in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(ssss) "**Security Documents**" shall mean the Personal Guarantee, the Share Pledge Agreement (along with necessary irrevocable power of attorney), the Deed of Hypothecation (along with necessary irrevocable powers of attorney) and such other documents as may be required, in the sole opinion of the Debenture Trustee, for creation and perfection of the Security Interest in favour of the Debenture Trustee for the benefit of the Debenture Holders (and their successors and assigns from time to time);

(tttt) "**Security Providers**" shall mean all Persons providing the Security Interest for securing the payments to be made in relation to the Debentures, including the Personal Guarantors, the Company and the Pledgors;

(uuuu) "**Share Pledge Agreement**" shall mean the pledge agreement executed/ to be executed between the Company, the Pledgors and the Debenture Trustee for the purpose of creation of a first ranking *pari passu* pledge over the Pledged Securities in favour of the Debenture Trustee (for the benefit of the Debenture Holders);

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(vvvv) "**SP Debentures**" shall mean the non-convertible debentures aggregating to Rs. 160,00,00,000/- (Rupees One Hundred and Sixty Crores only) issued/ to be issued by Stonebricks Property Development Private Limited ("**Stonebricks**") in favour of the IDBI Trusteeship Services Limited on the terms and conditions contained in SP Debenture Documents;

(wwww) "**SP Debenture Documents**" shall mean all the documents/undertakings/deeds/agreements in relation to the SP Debentures;

(xxxx) "**Stipulated Security Cover**" shall mean the security cover to be provided by the

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Mortgaged Properties, which security cover shall at all times be equal to at least 2 (Two) times of the value of the Overall Amount. The value of the Mortgaged Properties shall be calculated based on discounted cash flow method / assessed net value of the Mortgaged Properties under this Deed together with the net value of the Identified Area as stipulated in the SP Debenture Trust Deed, as determined by the Debenture Trustee, in its sole discretion;

(yyyy) "**Stipulated Receivables Cover**" shall mean receivables cover required to be provided by the Exclusive Receivables (less the construction and development expenses and interest payables (present and projected) required to be made in relation to the Exclusive Area), which shall at all times be equal to at least 2 (Two) times the value of the Overall Amount;

(zzzz) "**Subscription Amounts**" shall mean the amounts received by the Issuer in relation to issue of the Debentures by the Issuer in accordance with the Transaction Documents;

(aaaaa) "**Successor Trustee**" shall have the meaning ascribed to such term in Clause 2.4 herein;

(bbbbb) "**Taxes**" or "**Tax**" shall include any and all present or future, direct or indirect, claims for tax, goods and services tax, levy, impost, duty, cess, statutory due or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) including on gross receipts, sales, turn-over, value addition, use, consumption, property, service, income, franchise, capital, occupation, license, excise, documents (such as stamp duties) and customs and other taxes, duties, assessments, or fees, however imposed, withheld, levied, or assessed by any Governmental Authority, but shall not include tax on the income of any Party;

(ccccc) "**Transaction Documents**" shall mean the documents executed in relation to the issue of the Debentures and the creation of the Security Interest in relation to the Debentures and shall include: (i) this Deed; (ii) the Debenture Trustee Agreement; (iii) the Security Documents; (iv) the Escrow Agreement; (v) the Promoter Option Agreement; and any other documents that may be designated by the Debenture Trustee as a Transaction Document;

(ddddd) "**Unpaid Principal Amount**" shall mean the outstanding part of the Principal Amount;

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1.2 Construction

In this Deed, unless the context or meaning thereof otherwise requires:

(a) All references in this Deed to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.

(b) All references in this Deed to Recitals, Schedules, Clauses, Sub-clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Recitals, Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents, which all shall form part of this Deed and shall be enforceable.

(c) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth and in the event of any inconsistency between the provisions contained in the Schedules and the operative part of this Deed, the provisions contained in the Schedules shall prevail.

(d) A reference to:

i. "**agreement/ document/ undertaking/ deed/ instrument/ indenture/ writing**" includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto; an "amendment" includes a supplement, modification, novation, replacement or re-enactment and

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"amended" is to be construed accordingly;

ii. **"assets"** includes all properties whatsoever both present and future, (whether tangible, intangible or otherwise), investments, cash-flows, revenues, rights, benefits, interests and title of every description;

iii. **"authorization"** includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

iv. **"constitutional documents"** includes the memorandum of association and articles of association and any other documents in relation to the constitution and/or incorporation of a company;

v. **"control"** includes (a) legal or beneficial ownership or control (either singly or together with any other Person) of more than 50% (Fifty Percent) of the voting rights of the issued share capital; or (b) right to appoint and/or remove (either singly or together with any other Person) all or majority of the members of the board of directors or other governing body of such Person; or (c) the power (either singly or together with any other Person) to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise and **"controlled"** shall be construed accordingly;

vi. **"repay"** shall include **"redeem"** and vice-versa and **"repaid"**, **"repayable"**, **"repayment"**, **"redeemed"**, **"redeemable"** and **"redemption"** shall be construed accordingly;

(e) The singular includes the plural (and vice versa);

(f) A gender shall include references to the female, male and neuter genders;

(g) The index to and the headings in this Deed are inserted for convenience of reference only, and are to be ignored in construing and interpreting this Deed;

(h) Reference to the words "include" or "including" shall be construed without limitation. The interpretation of general words shall not be restricted by words indicating a particular class or particular examples;

(i) Any reference to "Law" in relation to any Person shall mean applicable Law in the jurisdiction wherein such a Person has been incorporated, formed, registered or conducts its business.

(j) The words "hereof", "herein", and "hereto" and words of similar import when used with reference to a specific Clause or Sub-clause in this Deed shall refer to such Clause or Sub-clause in, or Schedule to this Deed, and when used otherwise than in connection with specific Sections, Sub-clauses or Schedules, shall refer to this Deed as a whole;

(k) A reference to a "month" is a reference to a period starting on one day in a calendar month, and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month;

(l) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by reducing the period to the preceding Business Day if the last day of the period is not a Business Day;

(m) Whenever any payment to be made or action to be taken under this Deed is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the Business Day immediately preceding the said day, subject to

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the Business Day convention as set out in Clause 3.13;

(n) Unless otherwise provided in this Deed, the Debenture Trustee shall always act on the instructions of the Debenture Holders' Nominee and, unless otherwise specified, any reference to approval of the Debenture Trustee shall mean the approval of the Debenture Holders, received from the Debenture Holders' Nominee.

(o) All references to the consent or discretion or agreement of the Debenture Trustee in this Deed and the Transaction Documents shall mean the Debenture Trustee acting on the instructions of the Debenture Holders' Nominee.

(p) Unless otherwise provided in this Deed, any reference to a consent from the Debenture Trustee or to the satisfaction of the Debenture Trustee shall mean consent of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) or to the satisfaction of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee).

(q) In the event of any inconsistencies between the terms hereof and/or any other Transaction Document the terms of this Deed shall prevail.

(r) In the event of any disagreement between the Company and the Debenture Trustee regarding the materiality or reasonableness of any event under the Transaction Documents, the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) shall be entitled at its discretion, to determine such materiality or reasonableness.

Any reference to a calculation on an 'XIRR' basis shall refer to a calculation to be made using the XIRR function available on Microsoft Excel.

(t)* Accounting Terms

i. *Generally.* All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Deed shall be prepared in conformity with, GAAP as in effect from time to time, except as otherwise specifically prescribed herein.

ii. *Changes in Indian Accounting Standards.* If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Transaction Documents, and either the Company or the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) shall so request, the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Debenture Holders' Nominee); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Company shall provide to the Debenture Trustee financial statements and other documents required under this Deed or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

iii. *Times of Day.* Unless otherwise specified, all references herein to times of day shall be references to Indian Standard Time.

2. APPOINTMENT OF DEBENTURE TRUSTEE

2.1 Settlement of Trust

The Company has appointed the Debenture Trustee as trustee for the Debenture Holders and the Company hereby settles in trust with the Debenture Trustee, a sum of Rs. 1,000/- (Rupees One Thousand only). The Debenture Trustee hereby confirms receipt of and accepts the above

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amount of Rs. 1,000/- (Rupees One Thousand only) in trust hereby declared and hereby agrees to act in a fiduciary capacity as trustee for the sole and exclusive benefit of the Debenture Holders and its transferees and assignees from time to time, in accordance with the terms and conditions of this Deed. The Debenture Trustee in such capacity as a trustee agrees:

(a) to execute and deliver all documents, agreements, instruments and certificates contemplated by this Deed to be executed and delivered by the Debenture Trustee or as the Debenture Trustee shall deem advisable and in the best interest of the Debenture Holders;

(b) to take whatever action shall be required to be taken by the Debenture Trustee by the terms and provisions of this Deed and / or other Transaction Documents, to exercise its rights and perform its duties and obligations under such documents, and enforce rights therein for the benefit of Debenture Holders;

(c) subject to the terms and provisions of this Deed, to take such other actions in connection with the foregoing as the Debenture Holders' Nominee may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any of the other Transaction Documents, the Debenture Trustee shall, unless otherwise provided for in the Transaction Documents, seek written instructions from the Debenture Holders' Nominee and only upon receipt of relevant instructions from the Debenture Holders' Nominee shall the Debenture Trustee exercise such rights and perform such duties and obligations referred to herein. Notwithstanding such requirement for instructions in writing the Debenture Trustee shall not take any action inconsistent with the instructions of the Debenture Holders' Nominee, and in the absence of such instructions, actions inconsistent with the best interests of the Debenture Holders.

For abundant caution it is clarified that, to the fullest extent permitted by applicable Laws, the majority Debenture Holders shall be entitled to proceed directly against the Company and/or the Security Providers to enforce the performance of any of the provisions of this Deed and/or any other Transaction Document in the event:

(a) no agreement can be reached on the form of indemnification of the Debenture Trustee within a reasonable period as required in terms of Clause 6.12(h) of this Deed;

(b) if in the reasonable opinion of the Debenture Holders/ Debenture Holders' Nominee, the Debenture Trustee will only be able to act on the written instructions of the Debenture Holders by incurring unreasonable costs and expenses (including its legal and other expenses); and

(c) the Debenture Trustee or Successor Trustee (as the case may be) has resigned or is removed and no Successor Trustee has been appointed in its place,

and the Company and the Debenture Trustee (or Successor Trustee, as the case may be) (if applicable) shall be bound to treat the Debenture Holders as the absolute owner of the Debentures for the purpose of such enforcement.

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2.2 Acceptance of Trust and Liability

(a) The Debenture Trustee accepts the trust hereby created and agrees to perform the same, but only upon the terms and provisions of the Transaction Documents.

(b) The Debenture Trustee shall be answerable to and accountable to the Debenture Holders for any loss in relation to the Security Interest or any part thereof or any rights in respect thereto only under circumstances arising out of its misconduct, default, negligence, fraud and / or breach of trust as defined under Indian Trust Act, 1882, and/or a failure to comply with the terms and conditions of the Transaction Documents or any other agreement by which the Debenture Trustee may be bound or any express instructions of the Debenture Holders' Nominee or any of their representatives, agents, nominees or officers. The liability of the Debenture Trustee shall in no event exceed the fee payable to it under the relevant Transaction Document except, that the

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aforesaid limitation against the Debenture Holders shall not apply in case of the Debenture Trustee's negligence, default, misconduct and/or fraud and/or failure to comply with written instructions of the Debenture Holders / Debenture Holders' Nominee or breach of obligations of the Debenture Trustee in taking actions and/or failing to take action as per the terms and conditions of the Transaction Documents to which it is a Party, which prejudices the interest of the Debenture Holders.

(c) The Debenture Holders shall not have any legal title to any part of the Security Interest created pursuant to the Transaction Documents, provided that the Debenture Holders shall have only a beneficial interest and an enforceable Security Interest in the same to the extent that such Security Interest has been created to secure the payments owed to the Debenture Holders by the Company under the Transaction Documents and is enforceable in accordance with the terms thereof.

2.3 Debenture Trustee Remuneration

The remuneration of the Debenture Trustee shall be as per the terms of the letter dated 7th June, 2019 bearing reference no. 2915-B/ITSL/OPR/CL/19-20/DEB/218, issued by the Debenture Trustee to the Company, as mutually amended from time to time.

2.4 Resignation

(a) The Debenture Trustee may, at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the trustee by providing a notice of at least 30 (Thirty) calendar days in this regard; provided however, that it shall continue to act as Debenture Trustee until a successor trustee ("**Successor Trustee**") is appointed by the Company.

(b) The Company shall, upon receipt of notice of resignation issued by the Debenture Trustee, in consultation with the Debenture Holders' Nominee, take prompt steps to appoint another entity competent to act as trustee for the Debenture Holders and acceptable to the Debenture Holders' Nominee, in place of the Debenture Trustee; provided however that no such appointment of the Successor Trustee shall be made without obtaining a prior written consent from the Debenture Holders' Nominee in this regard.

2.5 Removal

The Debenture Holders which shall represent at least 75% (Seventy Five Percent) of the value of the nominal amount of the Debentures for the time being outstanding may, for any cause, but after giving not less than 7 (Seven) calendar days' notice in writing to the Company and the Debenture Trustee, remove the Debenture Trustee, and require the Company to appoint such entity as approved by the Debenture Holders' Nominee as the Successor Trustee. The Company shall within 2 (Two) Business Days of receipt of notice regarding such decision of the Debenture Holders' Nominee, take all necessary steps to appoint the entity named and approved by the Debenture Holders' Nominee as the Successor Trustee and complete all necessary formalities to give effect to such appointment; provided however that the Debenture Trustee shall continue to act as a debenture trustee on behalf of the Debenture Holders until the Successor Trustee, nominated by and acceptable to the Debenture Holders, is appointed by the Company.

Provided that in the event the Company fails, for any reason whatsoever, to take requisite steps/ actions required to appoint the Successor Trustee in terms of this Clause 2.5, to the satisfaction of the Debenture Holders, the Debenture Holders jointly may, but without being bound to do so, appoint the Successor Trustee, and for such purpose the Debenture Holders shall have the right, power and authority, in the name and on behalf of the Company, to execute and sign deeds or documents and do any acts or things which in the opinion of the Debenture Holders may be deemed necessary or expedient that the Company should execute, sign and do for the purpose of appointing such Successor Trustee. All costs, fees, charges and expenses whatsoever related to such appointment of the Successor Trustee shall be borne solely by the Company and the Company shall forthwith reimburse to the Debenture Holders any amount expended and incurred by the Debenture Holders in this regard upon receipt of a written notice

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from the Successor Trustee in this behalf (acting on behalf of the Debenture Holders).

2.6 Successor Trustee as the Debenture Trustee

Upon appointment of the Successor Trustee pursuant to the preceding Clauses 2.4 or 2.5 above, all references in this Deed to the Debenture Trustee shall, unless repugnant to the context thereof, mean and refer to the Successor Trustee and the Successor Trustee shall, without any further act or deed, succeed to all the powers and authorities of the Debenture Trustee as if it had been originally appointed as the trustee.

3. FORM, AMOUNT AND REDEMPTION OF DEBENTURES

3.1 Form and Amount of Debentures

(a) The Debentures to be constituted, allotted and issued in terms of this Deed are up to 500 (Five Hundred) secured unlisted unrated redeemable non-convertible debentures of a face value of Rs. 1,00,000/- (Rupees One Lakh only) each, of the aggregate nominal value of up to Rs. 5,00,00,000/- (Rupees Five Crores only) being allotted and issued in such series/tranches as may be directed by the Debenture Trustee. Each series/tranche will be allotted and issued in entirety at the time of issuance and cannot be issued in parts.

(b) The rights of each of the Debenture Holders under each series/tranche shall rank *pari passu* inter se without any preference or privilege whatsoever.

(c) The Debenture Holders of any series/tranche shall have the right to subscribe to the other series/tranche of the Debentures.

(d) The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holder(s) the Principal Amount of the Debentures on the Principal Repayment Dates and shall also pay the Redemption Premium, the Default Interest (if applicable) and all other Debenture Payments payable in relation to the Debentures on the relevant Due Dates, as stipulated under this Deed and/or any other Transaction Documents. The Company shall make/release all payments due by the Company in terms of the Transaction Documents to the Debenture Holders in proportion to their dues.

(e) Each of *the* Debentures constitutes direct, unconditional and secured obligations of the Company without any *preference inter se.*

(f) The Debentures shall be issued in dematerialized form.

3.2 Conditions Precedent

(a) The Company shall follow the following procedure for the issue of any series/tranche of the Debentures (or any part thereof):

i. Prior to inviting subscription monies for the issue of any series/tranche of the Debentures (or any part thereof), the Company shall have completed/ complied with all the conditions precedent pertaining to the issue of Series A Debentures, more specifically detailed out in **Part A of Schedule 4** (*Conditions Precedent and Conditions Subsequent*) of this Deed. Upon completion of all the conditions precedent pertaining to the issue of such series/tranche of the Debentures to the satisfaction of the Investors proposing to subscribe to such series/tranche of the Debentures, the Company shall issue a written notice to the Debenture Trustee in the form set out in **Schedule 5** (*Conditions Precedent Notice*).

ii. In the event the Debenture Trustee (acting on written instructions of all Investors proposing to subscribe to any series/tranche of the Debentures) is satisfied with the compliance or completion of all such conditions precedent by the Company, the Debenture Trustee shall provide a written notice thereof to the Company ("**Conditions Precedent Satisfaction Letter**"). Within a period of 3 (Three) Business Days or such other period as may be acceptable

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to all the Investors proposing to subscribe to any series/tranche of the Debentures, from the date of issue of such Conditions Precedent Satisfaction Letter, the Investors proposing to subscribe to the Debentures shall fund the NCD Account, with the Subscription Amounts for such series/tranche of the Debentures.

(b) The Company shall offer the subsequent series/tranches of the Debentures (if any) to the then existing Debenture Holders (on a pro-rata basis) and/or any person nominated by such Debenture Holders and the Debenture Holders and/or their respective nominees shall subscribe to the subsequent series/tranche of the Debentures.

(c) **Waiver and Non-fulfillment of Conditions Precedent:**

i. Notwithstanding anything to the contrary contained herein, the fulfilment of any conditions precedent may be waived or deferred in writing by the Debenture Trustee acting on the instructions of all Investors proposing to subscribe to the relevant series/tranche of the Debentures following a written request from the Company setting out (i) the conditions precedent in respect of which the Company seeks a waiver or deferment; and (ii) the reasons for seeking such waiver or deferment.

ii. If any of the conditions precedent pertaining to the first series/tranche of the Debentures as set out herein is not fulfilled to the satisfaction of the Debenture Trustee in the manner provided above or any such conditions precedent shall not be capable of being satisfied (unless they have been waived by the Debenture Trustee in writing in terms of sub-clause i above), the Company shall not be permitted to issue such series/tranche of the Debentures.

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3.3 Issue of Debentures

(a) Each of the Debenture Holders shall be issued proof of allotment of Debentures by way of a physical letter of allotment, issued by the Company to the said Debenture Holders within 1 (One) Business Day from the Allotment Date of such Debentures. On the completion of all statutory formalities and in no event later than 3 (Three) Business Days from the Allotment Date of such Debentures, such letter of allotment will be substituted and the depository account of each of the Debenture Holders maintained with its corresponding depository participant, shall be credited with the number of Debentures allotted to the Debenture Holders in terms of the letter of allotment issued to it.

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(b) Without prejudice to the aforesaid, the Company shall, in relation to the issue of the Debentures, comply with the provisions of the Act read with the applicable rules framed thereunder.

(c) As the Debentures are to be issued in a dematerialized form, which are subject to the provisions of the Depositories Act, 1996, and the rules notified by the Depository from time to time, the Company and the Debenture Holders are required to observe and

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follow the procedure laid down by the Depository when dealing with the Debentures.

3.4 Discount

The Debentures are being issued at face value and no discount is being offered.

3.5 Rating of Debentures

The Debentures are not rated.

3.6 Listing

The Debentures will not be listed on any stock exchange.

3.7 Ranking of Debentures

Other than as specifically provided in this Deed and other Transaction Documents, the Debentures under all series/tranche shall rank *pari passu inter se* without any preference or priority whatsoever and the obligations of the Company to redeem the Debentures under all series/tranche shall rank *pari passu* inter se the Debenture Holders without any preference or priority whatsoever.

3.8 Financial Conditions

The Financial Conditions (as set out in **Schedule 1** (*Financial Conditions*) to this Deed) set out the key terms of the Debentures and shall be binding on the Company and the Debenture Holders and all Persons claiming by, through or under any of them. The Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Conditions.

3.9 Coupon

The Debentures shall be zero coupon debentures.

3.10 Default Interest

(a) Default Interest shall be payable by the Company at the rate and in the manner specified in **Clause 6** of **Schedule 1** (*Financial Conditions*) hereto.

(b) Any Default Interest accruing under this Clause shall be immediately payable by the Issuer in terms of this Deed in accordance with a demand by the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee).

(c) The Company hereby expressly acknowledges that the Default Interest is reasonable and that it represents genuine pre-estimates of the loss expected to be incurred by the Debenture Holders upon the occurrence of an Event of Default (including nonpayment of any monies by the Company on any Due Date).

(d) The Company acknowledges that issue of Debentures and subscription thereof by the Debenture Holders is for a commercial transaction and hereby explicitly waives any defense that may be available to it under usury or other laws relating to the charging of interest.

(e) The payment by the Company of the Default Interest shall be without prejudice to any other rights and remedies available to the Debenture Trustee and / or the Debentures Holders under the Transaction Documents and/ or under applicable Law.

3.11 Payments

(a) The Company shall make all Debenture Payments due by the Company in accordance with the terms of this Deed and in the event that this Deed does not provide the manner in which such payment is to be made, then in accordance with the instructions of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee).

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Any payments received from the Company or realised by the Debenture Trustee upon enforcement of the Security Interest that is available for the repayment of such amounts towards the Debentures, shall be distributed to each Debenture Holder in proportion to the Debentures held by each Debenture Holder without any preference or priority whatsoever.

(b) The Company shall not be entitled to prepay or redeem the Debentures (or any part thereof) prior to the Maturity Date without obtaining the prior written consent of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) unless otherwise permitted or required in terms of Clause 3.12 *(Put Option)*, Clause 9.2 (*Consequences of an Event of Default*), Clause 10.13 (*Consequence of Illegality or Change in Control*) hereto.

(c) The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holders, the Unpaid Principal Amount of the Debentures, on the Principal Repayment Dates and shall also pay Redemption Premium, Default Interest (if applicable) and all other Debenture Payments payable on the Debentures as stipulated and in accordance with the Financial Conditions and other terms of this Deed.

(d) The Company shall deposit / cause to be deposited all Debenture Payments due by the Company in terms of the Transaction Documents into the NCD Account (in terms of Clause 3.14 below) and such payments when due and payable shall be released by the Debenture Trustee to the Debenture Holders in proportion to their dues.

(e) Further, in relation to the payments due and payable by the Company to the Debenture Holders in relation to the Debentures, the Company hereby agrees and undertakes that it shall comply with the process set out for making such payments in **Schedule 1** (*Financial Conditions*) hereto.

(f) All Debenture Payments in relation to the Debentures to be made by the Company to the Debenture Holders shall be made available by the Company into the NCD Account and thereafter be utilized by the Debenture Trustee on the Due Dates prescribed herein for making payments to the registered Debentures Holders, whose name appears on the list of beneficial owners given by the Depository to the Company as on the Record Date and in case of the joint holders of Debentures, to the one whose name stands first in the Register of Debenture Holders. Such payments shall be made by credit through the electronic clearing services ("**ECS**"), real time gross settlement ("**RTGS**"), direct credit or national electronic fund transfer ("**NEFT**") system provided however, that where direct credit, ECS, RTGS or NEFT service is not available, such payments shall be made by way of bank drafts or demand drafts.

(g) The Debentures shall be taken as fully redeemed on full discharge by the Company of the Debenture Payments (including Unpaid Principal Amount, the Redemption Premium, and Default Interest (if any) that has accrued thereon) with respect to each Debenture to the satisfaction of the Debenture Trustee. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holders, and the Debenture Trustee shall within a period of 2 (Two) Business Days from receipt of a no dues certificate from the Debenture Holders provide appropriate confirmation to the Company.

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3.12 Put Option

(a) At any time prior to the Maturity Date, the Debenture Holders shall have a right ("**Put Option**") but not an obligation to sell the Debentures aggregating to a maximum cumulative percentage as specified in **Schedule 11** (*Put Option Percentage*) hereto, for the related Put Option Date(s) and cause the Put Option Providers (or any of them) to purchase such Debentures, on such Put Option Date.

(b) Notwithstanding anything else contained in the Transaction Documents, upon the occurrence of an Event of Default, the Debenture Trustee (acting on the instructions of the Debenture Holder's Nominee) shall also be entitled to exercise the Put Option against the Put Option Providers to purchase the outstanding Debentures, forthwith and in the procedure as stipulated hereinabove, by making payment of the Unpaid

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Principal Amounts, the Redemption Premium and all other Debenture Payments.

(c) In the event that the Debenture Holders or any one of them is desirous of exercising the Put Option, the Debenture Trustee (acting on the prior written instructions of such Debenture Holder(s)) shall provide a written notice to this effect to the Put Option Providers (**"Put Option Notice"**), at least 10 (Ten) Business Days before the Put Option Date(s).

(d) In the event that the Debenture Holders (or any of them) have issued the Put Option Notice, the Put Option Providers shall be bound to purchase, and the Company shall ensure that the Put Option Providers purchase, on the Put Option Date, such number of Debentures as specified in the Put Option Notice, subject to the payment of the Unpaid Principal Amounts along with the Redemption Premium and all other outstanding Debenture Payments in respect of the Debentures in relation to which the Put Option has been exercised, to the Debenture Holders, to their satisfaction.

(e) <u>Failure by the Put Option Providers to comply with the Put Option Notice or the provisions of this Clause 3.12, shall constitute an Event of Default.</u>

(f) The detailed terms and conditions of the Put Option shall be as detailed out in the Promoter Option Agreement.

3.13 Business Day Convention

If the date for performance of any event or the Due Date for any Debenture Payment or any other Due Date, including but not limited to the Maturity Date, falls on a day that is not a Business Day, then the date in respect of performance of such event or the Due Date for payment shall be the immediately preceding Business Day.

3.14 Manner of Payment

(a) For the purposes of making payment of the Principal Amount, the Redemption Premium and/or any other Debenture Payments due in respect of the Debentures, the Company and each Security Provider undertakes and covenants to ensure that at least 3 (Three) Business Days prior to the respective Due Date, balance of amounts lying in credit in the NCD Account is sufficient to meet the payments of the Debenture Payments, due on such Due Date.

From the monies made available in the NCD Account, the Debenture Trustee shall transfer the monies required to meet the Principal Amount, the Redemption Premium and other Debenture Payments due to the Debenture Holders on the respective Due Dates, to the bank accounts of the Debenture Holders, as provided by the Debenture Holders to the Debenture Trustee.

(b) In the event of occurrence of an Event of Default, all proceeds realised from the enforcement of any Security Interest, as well as any amount available in the NCD Account, shall be utilized by the Debenture Trustee for making payments towards Debenture Payments to the Debenture Holders. The Debenture Trustee shall transfer proceeds and balances (including all balances available in the NCD Account) required to meet the amounts, which are due to the Debenture Holders pursuant to the occurrence of the Event of Default, to the bank account of each of the Debenture Holders, as provided by the Debenture Holders to the Debenture Trustee.

3.15 Debenture Redemption Reserve

The Company hereby agrees and undertakes that, it would create and maintain a debenture redemption reserve as per the Act and other applicable Law, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any Governmental Authority under applicable Law in respect of creation of the debenture redemption reserve, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modification as may be required by the Debenture Trustee and shall also cause the same to be registered, where necessary. The Company shall submit to the Debenture Trustee, within 180 (One Hundred Eighty) calendar days from the end of the Financial Year, a certificate

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duly certified by the statutory auditor certifying that the provisions of the Act have been complied with.

3.16 Avoidance of Payments

Notwithstanding that the Company or any Security Provider or any other Person may have paid all amounts in respect of the obligations of the Company under the Transaction Documents and/or any discharge, release or settlement, from time to time, there under, if:

(a) any Security Interest, disposition or payment granted or made to the Debenture Trustee/ Debenture Holders by the Company or any Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any applicable Law relating to bankruptcy, insolvency, liquidation, winding-up, industrial sickness, composition or arrangement for the time being or from time to time in force or for any other reason; or

(b) as a result of any sharing arrangement under the Transaction Documents or otherwise, including without limitation, sharing arrangements with other lenders having *pari passu* ranking security over the assets of the Company or any Security Provider or any other Person, and the Debenture Trustee/ Debenture Holders is obliged to share the payments made by the Company or any Security Provider or any other Persons and consequently the obligations owing under the Transaction Documents are still owing;

then, the amount so avoided, set aside, ordered to be surrendered, paid away, refunded, reduced or shared shall not be considered to have been paid and the Debenture Trustee shall be entitled thereafter to enforce the Security Interest or any part thereof as if no such discharge, release or settlement had occurred.

3.17 Standard Terms of Payments

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(a) Subject to sub-clause (b) of this Clause 3.17, the Company shall bear all Expenses and Taxes (including, without limitation, any stamp duty, any additional stamp duty or penalty payable in respect thereof) and relevant registration and filing charges in connection with the Debentures, this Deed and/or any other Transaction Documents) as may be levied from time to time in respect of or in connection with the Debentures, this Deed and/or the other Transaction Documents. For the avoidance of any doubt it is clarified that, the Company shall not be required to reimburse and/or pay any income tax on behalf of the Debenture Holders. In the event of the Company failing to pay the monies referred to above, the Debenture Trustee may (acting on the instructions of the Debenture Holders' Nominee) decide to make the necessary payments as applicable. The Company shall forthwith and no later than 2 (Two) Business Days from the date of receipt of a notice of demand from the Debenture Trustee in respect thereof or such other date as may be agreed by the Parties (**"Reimbursement Date"**), reimburse all sums paid by the Debenture Trustee in accordance with the provisions contained herein. In the event the Company fails to reimburse the Debenture Trustee on or before the Reimbursement Date as provided in this Clause, then all such unpaid sums shall be payable along with Default Interest thereon for the period commencing from the Reimbursement Date till such sums are duly reimbursed by the Company to the Debenture Trustee.

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(b) All monies payable by the Company to the Debenture Holders under the Transaction Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

(c) All payments to be made by the Company to any Debenture Holder under the Transaction Documents shall be made free and clear of and without any Tax deduction unless the Company is required to make a Tax deduction,

(d) All interest payments, charges, expenses etc., as are payable in respect of the Debentures shall accrue from day to day, and shall be computed on the basis of a 365 (Three Hundred Sixty Five) day year (or 366 (Three Hundred Sixty Six) days in case

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of a leap year) for the actual number of days elapsed.

3.18 Early Redemption

(a) In the event that on an Early Repayment Date, a written notice calling for an early redemption of the Debentures is issued by the Debenture Trustee to the Company, the Company shall then be liable to make payment of all Debenture Payments payable in relation to the Debentures on such Early Repayment Date. The Company agrees and undertakes to deposit all amounts due and payable to the Debenture Holders in relation to the Debentures, without any delay or demur, without any protest, forthwith on any such Early Repayment Date in the NCD Account within a maximum of 15 (Fifteen) Business Days from the date of receipt of a written notice from the Debenture Trustee in this regard.

(b) The Trustee shall thereafter on such Early Repayment Date transfer all such monies made available by the Company in the NCD Account to the account of the Debenture Holders as per the details submitted by the Debenture Holders in this regard.

3.19 Redemption Premium

The Company agrees and undertakes to pay the Redemption Premium, in terms of Clause 7 of **Schedule 1** (*Financial Conditions*) of this Deed on each Series of the Debentures being redeemed and / or prepaid.

4. SECURITY RELATED PROVISIONS

4.1 Security

The Debenture Payments shall be secured in favour of the Debenture Trustee for the benefit of the Debenture Holders, by the Security Providers, by the following:

(a) A first ranking *exclusive* Mortgage created / to be created over the Mortgaged Properties;
(b) A first ranking *exclusive* hypothecation created / to be created over the Hypothecated Properties 1;
(c) A first ranking *exclusive* hypothecation created / to be created over the Hypothecated Properties 2;
(d) A first ranking *pari passu* Pledge created / to be created over the Pledged Securities;
(e) The unconditional and irrevocable Personal Guarantee to be executed by the Personal Guarantors in favour of the Debenture Trustee, in a form and manner
(f) The Demand Promissory Note; and
(g) Such other security interest as may be required, at any time, until the Final Settlement Date, by the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee).

The Company and the Security Providersundertake and covenant to ensure that the Security Interest required to be created and perfected to secure the Debentures, payment of Debenture Payments and other obligations of the Company and the Security Providers in relation to the Debentures are created and perfected prior to opening of the issue of the first series/tranche of the Debentures, unless otherwise specified under this Deed, in which case within the timeframe provided under this Deed.

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Each of the Security Interests mentioned above is independent of the other and may be enforced independently at the sole discretion of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) upon the occurrence of an Event of Default and as per the terms of this Deed and other Transaction Documents.

The Security Interests created / to be created pursuant to this Deed and other Transaction Documents shall be a continuing security and shall remain in full force and effect until the repayment in full of all Debenture Payments in respect of all the Debentures.

The Company and each Security Provider hereby undertakes that during the subsistence of

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the Security Interests created by the Security Providers in favour of the Debenture Trustee, the Company and/or any Security Provider shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in anyway prejudicially affect the Security Interests and the rights created in favour of the Debenture Trustee (acting for and on behalf of and for the benefit of the Debenture Holders).

4.2 Grant and Transfer

In consideration of the Debenture Holders subscribing to the Debentures and with an intention to create mortgage by way of a first ranking exclusive charge as security for the Debenture Payments, the Company **DOTH HEREBY GRANT AND TRANSFER, CONVEY, ASSIGN, ASSURE, UNTO** the Debenture Trustee, all its right, title and interest in the entire undertaking being 1,30,000 (One Lakh Thirty Thousand) square feet saleable area (**"Exclusive Area"**) forming part of the project (**"Project"**) to be developed on (i) all that piece and parcel of land admeasuring 12,512.48 square meters (approximately 3.09 acres) bearing CTS Nos. 128A/8A(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai within the registration district of Mumbai Suburban and (ii) all that piece and parcel of land admeasuring 49,865 square meters (approximately 12.32 acres) bearing CTS Nos. 128A/5(pt.), 128A/6(pt.), 128A/8(pt.) 128A/10, 128A/11(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai, within the registration district of Mumbai Suburban (collectively **"Project Land"** more particularly described in **Schedule 12** hereunder written and delineated on the plan thereof hereto annexed as **Annexure A** and shown bounded in red) **TOGETHER WITH** all rights, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever to and arising out of and in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area **TOGETHER WITH** the Exclusive Receivables or any part thereof including all cash flows, and/or bank accounts and the securities accounts together with benefit of all investments, assets and securities representing amounts on such accounts, belonging or anywise appurtenant or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant or receivable by the Company in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area and all the estate, right, title, property, benefits claim and demand whatsoever of the Company and every part thereof including but not limited to all present and future rents, profits, receivables, accounts and/or bank accounts and movable assets in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area under any agreements or contracts including insurance contracts and policies executed by the Company or any other person in relation to the Exclusive Area and/or Project /Project Land pertaining to the Exclusive Area, (hereinafter called **"the Mortgaged Properties"** and more particularly described in **Schedule 7** hereunder written) **TO HAVE AND TO HOLD** the Mortgaged Properties hereby granted or expressed so to be **UNTO** the Debenture Trustee for the benefit of the Debenture Trustee absolutely **PROVIDED ALWAYS** and it is hereby agreed and declared that if the Company repays the Debenture Payments under any Applicable Law or under these presents or under the Debenture Documents, payable by the Company to the Debenture Holders then in such case, the Debenture Trustee shall upon the request and at the cost charges and expenses of the Company re-transfer the Mortgaged Properties **UNTO** the Company or to such person as the Company may direct and shall also deliver to them or such person this Trust Deed and all documents relating to the Mortgaged Properties which shall be in possession or power of the Debenture Holders **AND IT IS HEREBY FURTHER AGREED** by and between the Parties hereto that until default be made by the Company in payment/repayment of the Debenture Payments, the Company shall remain in possession of the Mortgaged Properties **PROVIDED THAT** the Company shall while in possession of the Mortgaged Properties as aforesaid, have no power to make any leases or sales or other disposal thereof, save and except as provided herein or with the previous consent in writing of the Debenture Trustee.

The Company and the Security Providers (as applicable) agree and undertake to perfect the first ranking *exclusive* Mortgage over the Mortgaged Properties, in favour of the Debenture Trustee (acting for, on behalf of, for the benefit of and in trust for the Debentures Holders) created in terms of this Deed and ensure that all necessary filings required to be made in relation thereto (including but not limited to filing of Form CHG 9, or such other form as may be applicable) are made within a maximum period of 15 (Fifteen) days from

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the Allotment Date.

The Company and the Security Providers hereby agree and undertake that upon release of any security under in terms of this Deed, such security forming part of the Exclusive Area or any part thereof shall be forthwith mortgaged by the Company and/or the Security Providers in favour of the Existing Debenture Trustee to secure the outstandings (by whatever name called) in relation to the Existing Debentures.

4.3 Hypothecation

(a) The Company agrees and undertakes to create a first ranking *exclusive* hypothecation over the Hypothecated Properties 1 in favour of the Debenture Trustee, by executing the Deed of Hypothecation , on or prior to the Allotment Date of the first series/tranche of the Debentures, and to ensure that all necessary filings required to be made in relation thereto (including but not limited to filing of Form CHG 9, or such other form as may be applicable), are made, within a maximum period of 15 (Fifteen) days from the Allotment Date.

4.4 Pledge

The Company shall ensure that the Pledgors shall create and perfect a first ranking *pari passu* Pledge over the Pledged Securities in favour of the Debenture Trustee, and ensure that all necessary filings required to be made in relation thereto (including but not limited to filing of Form CHG 1 / CHG 9, or such other form as may be applicable), are made on or prior to the Allotment Date.

4.5 Escrow Mechanism

(a) For the purposes of protecting the interests of the Debenture Holders, the Company, the Security Providers (as applicable), the Escrow Bank and the Debenture Trustee shall enter into the Escrow Agreement for capturing the manner in which the Debenture Trustee and the Company shall operate the Project Accounts.

(b) The Company and the Security Providers agree and undertake to ensure that (i) all Exclusive Receivables shall be deposited / caused to be deposited by the Company and/or the Security Providers in the Collection Account and (ii) all Pass Through Charges shall be deposited / caused to be deposited by the Company and/or the Security Providers in the Pass Through Account, without any set off, counterclaim or charge and thereafter shall be utilized in the manner detailed out in the Escrow Agreement. All Debentures Payments shall be made out of the NCD Account in the form and manner as provided in this Deed and/ or other Transaction Documents.

(c) The Company and each Security Provider hereby agrees and undertakes that the Company and/or any Security Provider shall not provide any instructions for the operation of the Project Accounts other than in accordance with the agreed mechanism detailed out in this Deed and under the Escrow Agreement.

(d) For the purposes aforesaid, within 30 (Thirty) days from the Allotment Date of the Debentures or such other period as directed by the Debenture Trustee, the Company and/or the Security Providers shall open the remaining Project Accounts with the Escrow Bank and shall duly execute the Escrow Agreement.

(e) All costs, charges and Expenses in connection with the Project Accounts shall be borne by the Company.

(f) Without prejudice to the above, the Company and each Security Provider hereby agrees and undertakes as under:

(i) The Company and each Security Provider shall ensure that all such amounts deposited in the Project Accounts shall be utilized in the manner

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as provided in the Escrow Agreement.

(ii) The Company and each Security Provider shall ensure that adequate and clear funds are made available/ caused to be made available by the Company in the NCD Account to the extent required for the purposes of meeting payment of the Debenture Payments at least 3 (Three) Business Days prior to any Due Date, including the Principal Amount (along with applicable Redemption Premium) in respect of the Debentures falling due on the Principal Repayment Dates.

(g) Notwithstanding anything contained in the Transaction Documents, no withdrawals from the Project Accounts, or allocation of amounts lying in credit of the Project Accounts shall be made, in any manner whatsoever, other than as may be permitted under the Escrow Agreement, without prior written approval of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee).

4.6 Personal Guarantee

The Personal Guarantors shall and the Company shall ensure that Personal Guarantors shall, simultaneously with the execution of this Deed, execute an irrevocable and unconditional guarantee, in favour of the Debenture Trustee, being the Personal Guarantee, in a form and manner acceptable to the Debenture Trustee, for the purposes of securing the obligations of the Company in relation to the Debentures, including the payment of the Debenture Payments.

4.7 Other Security

(a) The Company and each Security Provider agrees and undertakes to ensure that simultaneously with the execution of this Deed, the Promoters shall execute the Promoter Option Agreement, in a form and manner satisfactory to the Debenture Trustee.

(b) The Company shall simultaneously with the execution of this Deed issue the Demand Promissory Note(s) in favour of the Debenture Trustee, *inter alia* covering the Principal Amount, of the Debentures. The said Demand Promissory Note should be issued under the cover of a letter of continuity issued in favour of the Debenture Trustee.

(c) The Parties agree that other securities may be provided by the Company and/or any Security Providers, at any time, until the Final Settlement Date, if required in terms of the Transaction Documents or even otherwise.

4.8 Stipulated Security Cover

(a) The Company and each Security Provider agrees and undertakes to monitor the Stipulated Security Cover on each day so long as the Overall Amount (or any part thereof) remains owing and ensure that the Stipulated Security Cover is maintained at all times. The value of the Mortgaged Properties shall be calculated based on discounted cash flow method / assessed net value of the Mortgaged Properties, as determined by the Debenture Trustee, in its sole discretion.

(b) The Company and each Security Provider further agrees and undertakes upon any event which results in the value of the Mortgaged Properties being less than the Stipulated Security Cover, the Company and/or the Security Providers shall, forthwith, without any delay or demur, in any event in not more than 7 (Seven) Business Days, provide such additional property, as may be acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee), so as to ensure that post such top up, the value of such additional security along with the Mortgaged Properties is sufficient to restore the Stipulated Security Cover. Any failure on part of the Issuer to maintain the Stipulated Security Cover in terms of this Deed shall be an Event of Default.

(c) The Stipulated Security Cover shall be tested and certified by a Chartered Accountant appointed by the Debenture Trustee (acting on the instructions of the Debenture

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Holders' Nominee), at least once every six months from the Allotment Date or at such greater frequency, as required by the Debenture Trustee. Provided further, the Company agrees and undertakes to bear the cost of all such testing

(d) Notwithstanding anything else contained herein, the Debenture Trustee shall be entitled to seek a fresh valuation of the Mortgaged Properties at any time until the Final Settlement Date, if in the sole opinion of the Debenture Trustee, there has been a breach in maintenance of the Stipulated Security Cover in terms of this Clause.

(e) The periodic valuation of the Mortgaged Properties shall be done by an international property consultant (as approved by the Debenture Trustee) and in such frequencies as may be required by the Debenture Trustee.

4.9 Stipulated Receivables Cover

(a) The Company agrees and undertakes to maintain, until the Final Settlement Date, the Stipulated Receivables Cover which shall be provided by the Exclusive Receivables (less the construction and development expenses and interest payables (present and projected) required to be made in relation to the Exclusive Area). Failure or default of the Company and/or the Security Providers to maintain the Receivables Cover in terms of this Clause shall constitute an Event of Default. The Debenture Trustee shall have the authority to monitor and test such Stipulated Receivables Cover at any time, until the Final Settlement Date.

(b) The Stipulated Receivables Cover shall be tested and certified by a Chartered Accountant appointed by the Debenture Trustee, every six months from the Allotment Date or at such greater frequency, as required by the Debenture Trustee. Provided further, the Company agrees and undertakes to bear the cost of all such testing.

(c) Notwithstanding anything else contained herein, the Debenture Trustee shall be entitled to seek a fresh valuation of the Exclusive Receivables at any time until the Final Settlement Date, if in the sole opinion of the Debenture Trustee, there has been a breach in maintenance of the Stipulated Receivables Cover in terms of this Clause.

(d) The periodic valuation of the Exclusive Receivables shall be done by an international property consultant (as approved by the Debenture Trustee) and in such frequencies as may be required by the Debenture Trustee.

4.10 Release of other Security Interest

On or after the Final Settlement Date and upon receipt of a no-dues certificate and/or satisfaction letter from each of the Debenture Holders, subject to no statutory dues, including payment of Taxes being pending by the Company, the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) shall at the request and cost of the Company release to the Company and the Security Providers, all the Security Interests created in favour of the Debenture Trustee or such part thereof as may remain subject to the Security Interest created in terms of the Transaction Documents, freed and discharged from the trusts and Security Interest created in terms of the Transaction Documents.

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4.11 Binding Effect

Any sale or other transfer of the right, title and interest of any part of the Security Interest made in accordance with the provisions of this Deed or other Transaction Documents shall bind the Security Providers and shall, to the extent of such sale or transfer, be an effective sale or transfer of all rights, title and interest of the Debenture Trustee acting for and on behalf of the Debenture Holders, in and to such part of the Security Interest that is the subject of any such sale or transfer.

4.12 Purchasers and Persons Dealing with the Debenture Trustee not to put on Enquiry

No purchaser or other Person or Governmental Authority dealing with the Debenture Trustee or its attorneys or agents shall be concerned or required to inquire whether the power exercised or purported to be exercised by the Debenture Trustee has become exercisable or whether any

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money remains due under this Deed and/or the other Transaction Documents or as to the necessity or expediency of the stipulations and conditions subject to which any sale of the Security Interest or any part thereof shall have been made or otherwise as to the propriety or regularity of any invocation, sale, calling in, collection or conversion thereof or to see to the application of any money paid to the Debenture Trustee realised upon enforcement of the Security Interest or any part thereof and in the absence of mala fides on the part of such purchaser or other Person or Governmental Authority, such dealing in the Security Interest or any part thereof shall be deemed, so far as regards the safety and protection of such purchaser or other Person or Governmental Authority, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Security Providers or their respective assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

4.13 Receipt by the Debenture Trustee to be Effectual Discharge

Upon any such sale, calling in collection or conversion of the Security Interest or any part thereof as aforesaid and upon any other dealing or transaction under the provisions herein contained, the receipt by the Debenture Trustee of the purchase money realised upon enforcement of the Security Interest or any part thereof, shall effectually discharge the purchaser or purchasers or Person(s) or the Governmental Authority paying the same there from and from being concerned to see to the application or being answerable for the loss or misapplication or non application thereof.

4.14 Continuing Nature of Security Interest

All the Security Interest, except as otherwise provided in the Transaction Documents, is continuing security and shall remain in full force and effect until such Security Interest has been released in accordance with the terms of this Deed.

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4.15 First Recourse Enforcement

The Security Interest or any part thereof may be enforced without the Debenture Trustee first being obligated or having to take recourse to any other security or right or taking any other steps or proceedings against the Company, any Security Provider, or any other Person, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the obligations owed under the Transaction Documents.

4.16 Other Security held by the Debenture Trustee

The Security Interest or any part thereof shall not be merged in, or in any way excluded or prejudiced, or be affected by, any other security interest, right of recourse or other right (or the invalidity thereof) which the Debenture Trustee may hold.

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4.17 Distribution

(a) The Debenture Trustee shall hold upon trust all monies received by it pursuant to the Transaction Documents, including from:

i. any sale, calling in, collection or conversion under any power of sale under any Transaction Document;

ii. any compensation money in respect of any acquisition and requisition or nationalization or takeover of the Company or any other Person or the Governmental Authority, or its management by any Person/ the Governmental Authority; and

iii. any other realization of whatsoever nature,

and shall distribute and/or apply the said monies in accordance with Clause 4.17(b) herein, provided however that the Debenture Trustee shall, in the first place, by and out of the said monies reimburse itself and pay, retain or discharge all the costs, charges and Expenses incurred in or about the entry, appointment of agents, calling in, collection, conversion or the exercise of the powers and trusts under this Deed.

(b) Any payment made by the Company and/or realised by the Debenture Trustee pursuant to Clause 4.17(a) above shall be appropriated towards any amount of the Debenture Payments in the following order:

i. costs, charges, fees, Expenses and other monies incurred by the Debenture Trustee, the Debenture Holders and the Debenture Holders' Nominee which are recoverable from the Company and/or Security Provider(s);

ii. Default Interest, if any;

iii. Repayment of the Principal Amounts of the Debentures, along with Redemption Premium; and

iv. any other Debenture Payments;

(c) Any monies remaining after making payments of all amounts due to the Debenture Holders shall be returned to the Company or any other Person who shall be entitled to such monies.

(d) Notwithstanding what is stated in this Deed, it is hereby agreed that the Debenture Trustee shall have the right but not the obligation to apply the Exclusive Receivables towards prepayment of Debenture Payments on a pro rata basis the repayment/prepayment of the amounts outstanding in relation to the SP Debentures.

5. PROVISIONS APPLICABLE TO DEBENTURE HOLDERS

5.1 Receipt of Debenture Holder

Subject to the Company's liability to the Debenture Holders in respect of all their rights including for payment or otherwise shall cease and stand extinguished as on the Final Settlement Date; subject to acknowledgement of a no dues certificate and a dues satisfaction letter in the form and manner acceptable to the Debenture Trustee (acting on instructions from the Debenture Holders or the Debenture Holders' Nominee).

5.2 Trusts of Debentures not recognised

The Debenture Trustee shall not be affected by any notice (express or implied) of the right, title or claim of any Person to such monies other than the Debenture Holders.

5.3 Surrender of Debentures on Payment

For payment to the Debenture Holders in full discharge of all Principal Amounts due, the Redemption Premium and other payments accrued thereon, the Company shall make the payment of Principal Amount, the Redemption Premium and all other Debenture Payments accrued thereon, to the Debenture Holders or to any subsequent transferee(s) who are entitled to receive the payment on the Due Dates upon the Debenture Holders or the subsequent transferee (as applicable) giving appropriate instructions to transfer the dematerialized Debentures to such dematerialized securities account as the subsequent transferee shall specify for this purpose with a copy of such instructions being provided to the Company. Upon receipt of the applicable amounts of the Principal Amounts, the Redemption Premium and all other Debenture Payments accrued thereon, the Debenture Holders or the subsequent transferee(s), as applicable, shall issue appropriate receipts in this regard to the Company.

5.4 Debentures Free From Equities

The Debenture Holders will be entitled to its Debentures free from equities or cross claims by the Company against the original or any intermediate holders thereof.

5.5 Register Of Debenture Holders

A Register of Debenture Holders shall be maintained by the Issuer in accordance with the Act and, for so long as the Debentures are in dematerialized form, the register of Debenture Holders maintained by the Depository in accordance with the provisions of the Depositories Act, 1996, the regulations made thereunder and the regulations made by SEBI from time to time, shall be

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used for this purpose.

5.6 **Set Off by Debenture Holders**

The Debenture Holders shall be entitled to, but shall not be obliged to, set off any matured obligation due from the Company under the Transaction Documents and which has not been paid on the relevant Due Date against any obligation owed by the Debenture Holders to the Company (whether or not matured), regardless of the place of payment, booking branch or currency of either obligation, under written notice to the Company (with a copy marked to the Debenture Trustee). All amounts pertaining to any such obligations (whether or not matured) shall be first deposited by the relevant Debenture Holder in the NCD Account and thereafter shall be distributed by the Debenture Trustee to each Debenture Holder in proportion to the Debentures held by each Debenture Holder without any preference or priority whatsoever. If the obligations are in different currencies, the relevant Debenture Holder may convert either obligation at a market rate of exchange in its usual course of business before depositing such monies in the NCD Account for the purpose of the set-off in terms of this Clause 5.6.

5.7 **Transfer of Debentures**

The Debentures shall be freely transferable and transmittable by the Debenture Holders in whole or in part without the prior consent of the Company. The Debenture Holders shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/ transmission of the Debentures. Notwithstanding anything else that may be contained in this Deed, it is clarified that any Debenture held by any Person forming part of the Company's group/ Related Party of the Company and/or any Related Party of the Promoters, the Debentures held by such Debenture Holder shall not carry any right to vote and also shall not be, in any manner whatsoever, considered for calculation of any specified percentage of the Debenture Holders as may be required under this Deed or under any other Transaction Documents in relation to any instructions or consent required to be provided by the Debenture Holders or any action required to be taken by the Debenture Holders.

5.8 **Debenture Holders Not Entitled to Shareholders' rights**

The Debenture Holders shall not be entitled to any of the rights and privileges available to the shareholders of the Company, including the right to receive notices of or to attend and vote at general meetings of the Company.

5.9 **Variation of Debenture Holders' rights**

All rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated only with the written consent of the Debenture Holders which shall represent 100% (One Hundred Percent) of the nominal value of the Debentures (under all Series) then outstanding. Notwithstanding anything else that may be contained in this Deed, it is clarified that any Debenture held by any Person forming part of the Company's group/ Related Party of the Company and/or any Related Party of the Promoters, the Debentures held by such Debenture Holder shall not carry any right to vote and also shall not be, in any manner whatsoever, considered for calculation of any specified percentage of the Debenture Holders as may be required under this Deed or under any other Transaction Documents in relation to any instructions or consent required to be provided by the Debenture Holders or any action required to be taken by the Debenture Holders.

5.10 **Meetings of Debenture Holders**

In the event that any meeting of the Debenture Holders is to be held, the provisions set out in **Schedule 3** *(Meetings of Debenture Holders)* shall be followed with respect to such meeting.

5.11 **Actions by Debenture Holders**

As per the terms of the Transaction Documents, in the event that any instruction/ consent is to be provided by the Debenture Holders or any action is to be taken which requires the approval of the Debenture Holders, such instruction/ consent/ approval shall be obtained from such number of Debenture Holders representing a specified percentage of the nominal amount of the Debentures for the time being outstanding as may be prescribed therefor in such

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Transaction Document. Provided however it is clarified that any Debenture held by any Person forming part of the Company's group/ Affiliates / associates/ Related Party of the Company and/or any Related Party / Affiliates / associates/of the Promoters, the Debentures held by such Debenture Holder shall not carry any right to vote and also shall not be, in any manner whatsoever, considered for calculation of any specified percentage of the Debenture Holders as may be required under this Deed or under any other Transaction Documents in relation to any instructions or consent required to be provided by the Debenture Holders or any action required to be taken by the Debenture Holders.

6. POWERS, DUTIES, OBLIGATIONS AND ROLE OF DEBENTURE TRUSTEE

6.1 Relationship between the Debenture Trustee and the Company

(a) The Debenture Trustee shall not, in any respect be an agent of, or trustee for, the Company by virtue of this Deed or the other Transaction Documents.

(b) The Debenture Trustee shall not be liable to the Company for any breach by any of the other parties to any of the Transaction Documents.

6.2 Not Acting in Individual Capacity

In accepting the trust hereby created, the Debenture Trustee acts solely as trustee for the Debenture Holders, and all Persons having any claim against the Debenture Trustee by reason of the transactions contemplated by this Deed and the other Transaction Documents shall look only to the Security Interest (or a part thereof, as the case may be) for payment or satisfaction thereof, except where any claim of the Debenture Holders against the Debenture Trustee arises on account of the Debenture Trustee's wilfull misconduct , gross negligence, default, fraud or breach of Trust.

6.3 Role of the Debenture Trustee

The Debenture Trustee has been appointed for the purposes set out herein below and the Debenture Trustee is authorised to and hereby agrees, that it shall, for the benefit of the Debenture Holders:

(a) accept, manage and administer the Security Interest and perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to the management and administration of the rights and Security Interest from time to time vested in it as the Debenture Trustee hereunder, pursuant to or in connection with the Transaction Documents, all in accordance with the terms and conditions of this Deed and the other Transaction Documents.

(b) execute and deliver such Transaction Documents as are required to be executed by the Debenture Trustee, to keep in its custody documents, deeds and writings in relation to the properties/ assets secured in favour of the Debenture Trustee, and do any other act necessary for creation and perfection of the Security Interest under the Transaction Documents;

(c) to take all relevant actions (or refrain from taking any, as the case may be) to preserve the rights and Security Interests constituted under the Transaction Documents as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the value or the validity or the enforceability of the rights and Security Interests constituted under the Transaction Documents, all in accordance with the terms and conditions of this Deed and the other Transaction Documents;

(d) to enforce and foreclose the rights and Security Interest constituted by the Transaction Documents and to perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to such enforcement and foreclosure of the rights and Security Interest constituted by the Transaction Documents, all in accordance with the terms and conditions of this Deed and the other Transaction Documents;

(e) take whatever action or exercise any rights or remedies that shall be required to be taken or executed by the Debenture Trustee by the terms and provisions of this Deed and/or the other Transaction Documents and exercise its rights and perform its duties and obligations under each of the said documents;

(f) forthwith (without any dispute or demur) take such other action in connection with the foregoing as the Debenture Holders' Nominee may, from time to time, direct;

(g) keep in its custody and hold all the original Transaction Documents for the benefit of the Debenture Holders;

(h) to ensure that any certificates and reports that are to be issued by the Company, as required herein, are issued in a timely manner, and circulated to the Debenture Holders from time to time, as well as forthwith upon demand by the Debenture Holders; and

(i) upon the occurrence of an Event of Default, exercise its rights as Debenture Trustee for the Debenture Holders under the relevant Transaction Documents and under applicable Law in accordance with terms and conditions applicable to the Debentures and Clause 9.2 (*Consequences of an Event of Default*) of this Deed, as applicable.

6.4 Duties of the Debenture Trustee

In performing its obligations in relation to the Debentures:

(a) The Debenture Trustee shall, subject to these presents, perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the Debenture Holders, and shall further conduct itself, and comply with the provisions of the Indian Trusts Act, 1882 and all other applicable Law.

The Debenture Trustee shall carry out all its obligations, duties and functions as the debenture trustee in accordance with the terms set out in the Transaction Documents and where the same is silent or contrary to any other provision of the Transaction Documents, on the instructions of the Debenture Holders' Nominee, and in the event no such Debenture Holders' Nominee has been appointed on the instructions of the Debenture Holders). It is hereby clarified that the Debenture Trustee shall, unless otherwise provided for in the Transaction Documents, seek written instructions from the Debenture Holders' Nominee and only upon receipt of the relevant instructions from the Debenture Holders' Nominee, shall the Debenture Trustee exercise such rights and perform such duties and obligations referred to in the Transaction Documents.

The Debenture Trustee shall, on receipt of written request, provide to the Debenture Holders and the Debenture Holders' Nominee all information (as well as all documents/ certificates/ reports) provided by the Company to the Debenture Trustee in relation to the issue or pursuant to the terms of the Transaction Documents.

The Debenture Trustee shall provide the Debenture Holders and the Debenture Holders' Nominee with information relating to any cure periods (if any) being availed by the Company under the Transaction Documents and any steps the Company is taking/ proposes to take to remedy the default.

(e) In the event the Debenture Trustee shall have knowledge of the occurrence or continuance of any Event of Default or events which may result in an Event of Default, the Debenture Trustee shall give prompt telephonic or telegraphic notice followed by prompt written notice by facsimile or by courier thereof to the Debenture Holders and the Debenture Holders' Nominee.

(f) The Debenture Trustee shall not do any act, deed or thing which is prejudicial or detrimental to the interest of the Debenture Holders.

(g) The Debenture Trustee shall do any act, deed or thing or refrain from doing any act, deed or thing, which may be reasonably expected of the Debenture Trustee under the

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given circumstances at that point in time, in exercise of its rights and to perform its duties and obligations under this Deed and the other Transaction Documents, including, for the management, administration, preservation or maintenance of the Security Interest.

(h) Forward notice of any Tax or security interest received by the Debenture Trustee in respect of any of the assets over which a Security Interest has been created or in respect of the Security Providers, to the Debenture Holders and the Debenture Holders' Nominee.

(i) Upon receipt of written instructions from the Debenture Holders' Nominee, the Debenture Trustee at the Company's cost, shall:

i. file, record, register, inspect or deposit any Transaction Document, or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document; and

ii. when monies are deposited by the Company or the Debenture Holders (at their absolute discretion) pay or discharge any Tax or any security interests as may be required with respect to or assessed or levied against any part of the assets over which any Security Interest has been created in favour of the Debenture Trustee.

(j) Except as otherwise provided herein, or in the other Transaction Documents and under written instructions from the Debenture Holders' Nominee, monies received by the Debenture Trustee hereunder (or pursuant to the other Transaction Documents) for the benefit of the Debenture Holders shall be kept segregated from the other assets of the Debenture Trustee; provided however the Debenture Trustee shall not be liable to make payment of any interest thereon.

(k) Except as otherwise provided in this Deed, the Debenture Trustee shall be responsible for and covenants to keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any agreement, document or instrument contemplated hereby. The Debenture Trustee, upon written request of the Debenture Holders, will furnish the Debenture Holders and the Debenture Holders' Nominee with all such information as may be required from the Debenture Trustee in connection with the preparation of tax reports and tax returns with respect to taxes and due payable by the trust created hereby in connection with the transactions contemplated hereby, by the Transaction Documents or any other agreement, document or instrument referred to herein.

(l) The Debenture Trustee shall keep copies of all reports and returns delivered to it by the Company or filed by it on behalf of the Company, all at the cost of the Company.

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6.5 Cumulative Powers

The powers conferred by each of the Transaction Documents in favour of the Debenture Trustee or any receiver, manager or administrator appointed under any Transaction Document, are:

(a) cumulative;

(b) without prejudice to their respective powers under Law, equity or under any of the other Transaction Documents; and

(c) may be exercised as often as the Debenture Trustee or such receiver or manager or administrator deems fit, and the Debenture Trustee or such receiver or manager or administrator may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement, and the Company acknowledges that the respective powers of the Debenture Trustee and such receiver, manager or administrator shall, in no circumstances, be suspended, waived or

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otherwise prejudiced by anything other than an express waiver or variation in writing.

6.6 Authorised Investments

Any monies under the trust or powers herein contained which ought to be invested by the Debenture Trustee pursuant to the Transaction Documents or under applicable Law, in particular Section 20 of the Indian Trusts Act, 1882, may be invested in the name of the Debenture Trustee or under the legal control of the Debenture Trustee in any of investments authorised by applicable Law, including Section 20 of the Indian Trusts Act, 1882, for the investment of trust moneys 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 Debenture Trustee in a scheduled commercial bank or banks.

6.7 Delegation

The Debenture Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Debenture Trustee and the Debenture Trustee may also, whenever they think it expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, 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 Debenture Trustee may think fit and the Debenture Trustee shall be bound to supervise the proceedings and shall be responsible for any loss incurred by reason of any wilfull misconduct or default or any mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

6.8 Employ Agents

The Debenture Trustee may, in carrying out the trust business employ and pay any Person or concur in transacting any business and do or concur in doing all acts required to be done by the Debenture Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them in connection with the trusts hereof and also its reasonable charges in addition to the Expenses incurred by it in connection with matters arising out of or in connection with these presents.

6.9 Debenture Trustee may contract with Company

Neither the Debenture Trustee nor any agent of the Debenture Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Company or with itself in the ordinary course of business of the Debenture Trustee or from undertaking any banking, financial or agency services for the Company or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or debentures or debenture stocks or any other securities whatsoever of the Company or in which the Company may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Company or being concerned or interested in any such contract or arrangement or transaction which any other company or Person not being the Debenture Trustee of these presents would be entitled to enter into with the Company and they shall not be in any way liable to account either to the Company or to the Debenture Holders for any profits made by them thereby or in connection therewith and the Debenture Trustee or any agent of the Debenture Trustee shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them or him; provided however the Debenture Trustee shall, in no manner whatsoever, have a right of set-off against any amounts provided to the Debenture Trustee by the Company in terms of this Deed or any other Transaction Document, including but not limited to any remuneration paid to the Debenture Trustee, for any brokerage, fee, commission, interest, discount, compensation, remuneration or any other amount, of whatever nature, payable by the Company to the Debenture Trustee in relation to any such contract, arrangement or transaction between the

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Company and the Debenture Trustee.

6.10 Attorneys of the Company

The Company hereby irrevocably appoints the Debenture Trustee to be the Attorneys of the Company in the name and on behalf of the Company to, in the event that the Company fails to make any payment due to the Debenture Holders, execute, sign and do any deeds, documents, assurances, acts and things which shall, in the opinion of the Debenture Trustee, be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Company by these presents or given to the Debenture Holders or to the Debenture Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Debenture Trustee or any Person appointed by them.

6.11 Liability of Debenture Trustee

The Debenture Trustee shall not be held liable for any act and /or omission while acting in accordance with the Transaction Documents or while acting under the instruction of the Debenture Holder Nominee / Debenture Holders. Provided however nothing contained in this Deed or the other Transaction Documents shall (in any manner whatsoever)exempt the Debenture Trustee from or indemnify the Debenture Trustee against any liability for breach of trust as defined under Indian Trust Act, 1882, or any liability whether by virtue of any rule or Law or otherwise would attach to the Debenture Trustee in respect of any fraud, negligence, commission or omission and / or breach of trust as defined under Indian Trust Act, 1882, which they may be guilty of in relation to their duties hereunder.

6.12 Debenture Trustee: Rights and Privileges

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in these presents or of any statute limiting the liability of the Debenture Trustee, it is expressly declared as follows:

(a) The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert (appointed in consultation with the Debenture Holders) and shall not be responsible for any loss occasioned by so acting.

(b) The Debenture Trustee shall not incur any liability to any Person in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by the Debenture Trustee to be genuine and believed by the Debenture Trustee in good faith to be signed by the proper party or parties.

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(c) The Debenture Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate Person as conclusive evidence that such body has duly adopted such resolutions and the same is in full force and effect.

(d) The Debenture Trustee may accept, without inspection, inquiry or requisition, such title as the Company may have to the assets in respect of which Security Interest has been created.

(e) The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to any of the properties charged/ to be charged to the Debenture Trustee at their registered office or elsewhere or if the Debenture Trustee so decides with any banker or Company whose business includes undertaking the safe custody of documents or with an advocate or firm of solicitors.

(f) Other than as expressly set out in the Transaction Documents, the Debenture Trustee shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the security for the Debentures or the rights

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under the Debentures becomes enforceable.

(g) The Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion, in consultation with the Debenture Holders, as to the exercise thereof and to the mode and time of exercise thereof.

(h) The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under the provisions of these presents or the other Transaction Documents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee is indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request or direction.

(i) With a view to facilitating any dealing under any provisions of these presents, which does not affect the interests of the Debenture Holders, the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally.

(j) No Party may take any proceedings against any officer or employee of the Debenture Trustee in respect of any claim such Party might have against the Debenture Trustee, or in respect of any act or omission of any kind (excluding wilfull misconduct , default or gross negligence of the Debenture Trustee, fraud, breach of and/or a failure to comply with the terms of the Transaction Documents and any other agreement by which such Party may be bound or express instructions of the Debenture Holders or any of its representatives, agents, nominees or officers) by that officer or employee of the Debenture Trustee in relation to any of the above mentioned documents.

(k) Notwithstanding the provisions of this Deed, the Debenture Trustee may refrain from doing anything which might, in its opinion, constitute a breach of any applicable Law and may do anything which, in its opinion, is necessary or desirable, to comply with any Law.

PROVIDED NEVERTHELESS that nothing contained in this Clause shall affect or dilute the provisions of Clause 6.11 herein.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Company and the Security Providers

Save and except otherwise disclosed ,the Company and each Security Provider hereby jointly and severally makes the following representations and warranties to the Debenture Trustee and the Debenture Holders and the Company and each Security Provider acknowledges that each of the Debenture Holders has subscribed to the Debentures in reliance on the representations and warranties of the Company and the Security Providers set out herein.

Authority and Capacity

The Company and the Security Providers have been duly incorporated, organized and are validly existing under applicable Law.

Neither the Company nor any of the Security Providers is registered with the RBI as a non-banking financial company nor is there any requirement under applicable Law for the Company and/or the Security Providers to be registered as such.

iii. The Company and the Security Providers have the corporate power (if applicable), authority and all registrations and Consents, to own and operate their respective assets and to carry on their respective business in the same manner as presently conducted.

iv. Neither the Company nor any of the Security Providers (i) are in receivership, insolvency or liquidation; nor have they (ii) taken steps to enter into liquidation

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or bankruptcy.

v. The Company and each of the Security Providers are in compliance with all Laws for the performance of their obligation with respect to this Issue as set out in the Transaction Documents.

vi. Each of the Company and the Security Providers have the legal right, power and authority to enter into, deliver and perform each of the Transaction Documents to which they are a party and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, and obligations expressed to be assumed by it in each such document to which it is a party will constitute valid, binding and enforceable obligations and be enforceable, and that such right, power and authority is not liable to extinguishment or revocation either by efflux of time or breach of any condition thereupon or otherwise howsoever.

vii. All Consents, and actions of, filings with and notices to any Governmental Authority as may be required to be obtained by the Company and/or the Security Providers in connection with the execution, delivery and performance by the Company and/or the Security Providers of the Transaction Documents have been obtained, and that all Consents and actions of, filings with and notices to any Governmental Authority or any other Person as may be required to be obtained by the Company and/or the Security Providers have been obtained in order to make the Transaction Documents and other documents executed in connection with the same are admissible as evidence in any court, tribunal or before any authority in India.

viii. The Company and / or the Security Providers are not a specially designated national or otherwise sanctioned, under Sanctions (and related laws) promulgated by any Sanctioning Authority.

(b) Corporate Matters

i. The Company and the corporate Security Providers have provided the Debenture Trustee with copies of the constitutional documents of the Company and of the Security Providers and the copies of the constitutional documents of the Company and of the Security Providers delivered to the Debenture Trustee are true and complete copies.

ii. The Company and the corporate Security Providers have complied with all the provisions of their constitutional documents and in particular, have not entered into any *ultra vires* transaction. All the legal and procedural requirements specified in their respective constitutional documents have been duly complied with in all respects.

iii. The current capital structure and shareholding pattern of the Company is as set out in **Part A** and **Part B** of **Schedule 2** *(Capital Structure and Shareholding Pattern)* hereto.

iv. All the equity shares and other securities, including but not limited to the Pledged Securities, of the Company held by the Pledgors have been properly and validly issued and are each fully paid-up and the Pledgors are the legal and beneficial owners of such equity shares and securities.

v. As on the date hereof, 100% (One Hundred Percent) of the total issued and paid up share capital of the Company *(calculated on fully diluted basis)* is held by the Pledgors.

vi. Other than as permitted under the Transaction Documents, no Person has the right (whether exercisable now or in the future and whether contingent or not) to call for the conversion, issue, registration, sale or transfer, amortization or repayment of any share capital or any other security giving rise to a right over, or an interest in, the equity share capital of the Company

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under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

vii. The registers, documents and minute books (including the minutes of board and shareholders meeting) required to be maintained by the Company under Law:

A. are up-to-date and have been maintained in accordance with Law;

B. comprise complete and accurate records of all information required to be recorded in such books and records; and

C. no notice or allegation that any of them are incorrect and/or should be rectified has been received.

(c) Valid and Binding Obligations

This Deed and the other Transaction Documents constitute a legal, valid and binding obligation of the Company and the Security Providers enforceable against them in accordance with the respective terms, and does not and will not conflict with any Law or regulation to which the Company and/or the Security Providers are subject to and will not conflict or constitute a default or termination event (however described) under any agreement or instrument binding upon them or any of them or any of their assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Company and or the Security Providers.

(d) The Company undertakes not to induct any Person who is a director on the board of a company which has been identified as a willful defaulter and that in case, such person is found to be on the board of the Company, the Company would take expeditious and effective steps for removal of that person from its Board.

(e) Caution List, Defaulter List, etc.

None of the Company, the Security Providers and/or any of the directors in the Company and/or the Security Providers are on the caution list of the Export Credit Guarantee Corporation of India or on the willful defaulters' list maintained by the RBI or CIBIL, or any other authority and no director aforementioned has incurred any disqualification under section 164 under the Companies Act, 2013. Provided further that if any person with a name identical to that of any of the aforementioned directors appears on the defaulters' list, then such director must submit an affidavit (to be signed before an executive magistrate) conforming that he is not the same person whose name is appearing in the defaulters' list.

(f) Accounts and Records

The books of accounts of the Company have been fairly and properly maintained and have been prepared in accordance with Law and in accordance with applicable GAAP, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Company.

(g) Borrowings

i. Other than the borrowings disclosed in the **Schedule 9** (*Existing Lenders and Existing Borrowings*) hereto, the Company has not availed of or incurred any Financial Indebtedness, whether present or future, actual or contingent.

ii. The Company is in compliance with all the terms and conditions of the transaction documents pertaining to all the Financial Indebtedness availed by the Company, and there has been no event subsisting, which may result in an event of default in terms of the transaction documents pertaining to all the Financial Indebtedness availed by it.

iii. The Company hereby represents that there is no event of default or potential event of default under the transaction documents pertaining to all the Financial Indebtedness availed by the Company, and that there are no

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circumstances, conditions or occurrences existing which could give rise or be expected to give rise, with the passage of time or otherwise, to or result in an event of default or potential event of default under the transaction documents pertaining to all the Financial Indebtedness availed by the Company.

(h) Taxation Matters

i. The Company and the Security Providers have complied with all the requirements as specified under the respective Tax laws as applicable to them in relation to returns, computations, notices and information which are or are required to be made or given by the Company and/or any of the Security Providers to any Tax authority for taxation and for any other Tax or duty purposes, have been made and are correct.

ii. The Company and/or any of the Security Providers have not received any written notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Company and/or any of the Security Providers.

iii. The Company and the Security Providers have paid all Taxes which are due and payable by them and there are no arrears of such Taxes.

(i) Legal/ Litigation Matters Pending or Threatened

i. Other than litigations listed in **Schedule 10** (*Litigations*) hereto, there are no litigation, arbitration, investigation or administrative proceedings of or before any court, arbitral body or agency in progress, pending or threatened against the Company and/or any of the Security Providers.

ii. No order has been made, petition presented, resolution passed or meeting convened for the winding up (or other process whereby the business is terminated or a substantial part of the assets of the Company and/or any of the Security Providers are distributed amongst its or their creditors and/or shareholders or other contributories) and there are no cases or proceedings under any applicable insolvency, reorganization, or similar laws concerning the Company and/or any of the Security Providers.

iii. There are no unfulfilled or unsatisfied judgments or court orders of which the Company and/or any of the Security Providers have notice and which is outstanding against them, which would have a Material Adverse Effect.

(j) Assets

i. The Company and the Security Providers are well possessed of and have good and marketable title to all their assets and properties.

ii. The properties, rights and assets owned, leased or otherwise used by each of the Security Providers, and the Company comprise all the property, rights and assets necessary or convenient for the carrying on of the business of the Security Provider and Company fully and effectively in the manner in and to the extent to which it is presently conducted and no such property, right or asset will be adversely affected by the execution of this Deed.

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(k) Project

i. Other than as disclosed to the Debenture Trustee in writing, the Company has obtained all registrations and Consents which are required in relation to the Project (including the Exclusive Area) and that all such permits, approvals, authorizations, licenses, registrations and Consents are valid and subsisting and there are no circumstances, conditions or occurrences currently existing which could or be reasonably expected to lead to or form

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the basis for the suspension, revocation, amendment or termination of any such permits, approvals, authorizations, licenses, registrations and Consents.

ii. In respect of any agreement or instrument executed by the Company and/or any Security Provider in relation to the Project (**"Project Documents"**), no event of default exists under such Project Documents and no circumstances, conditions or occurrences exist which could be expected to lead to either a breach or an event of default thereunder or form the basis for the suspension, revocation, amendment or termination of any such Project Documents or any authorization in relation thereto. All the Project Documents have been executed and are valid, binding and enforceable in accordance with their terms on all parties thereto.

iii. All representations and warranties of the Company and/or any Security Provider set forth in the Project Documents are true, complete and correct in all respects at the time as of which such representations and warranties were made.

iv. The details of the Project and the Mortgaged Properties as provided to the Debenture Trustee are true and correct and there are no restrictions on the Company thereunder to create a charge over the right, title and interest of the Company in respect of the Mortgaged Properties in favour of the Debenture Trustee in accordance with the terms of this Deed.

v. There are no other outstanding security interest notices for acquisition, requisitions, easement rights or outstanding interest, lien or claim by any person in respect of the Project and / or the Mortgaged Properties. The Project is not the subject matter of any pending litigation or attachment either before or after judgment.

vi. There are no current or contingent notices, actions, disputes, complaints, liabilities, claims or demands relating to or in respect of the Project or its use, nor are there any circumstances rendering any of the foregoing likely.

vii. That neither the Project nor any part or portion thereof is the subject matter of any decree or order or attachment before or after judgment of any court of Law and/or any authority or authorities including under the provisions of the Income Tax Act, 1961, and that there are no proceedings pending in any court of Law wherein the Project (or any part thereof) is a subject matter, and that the Company and/or any Security Provider has not received any notice, order or circular from any person or authority or authorities or Governmental Authority or public bodies whereby or by reason or means the Project is affected.

viii. There is no prohibitory order or injunction passed by any court of law or by any revenue body or authority affecting the Project and / or any litigation pending in respect of the Project or any part or portion thereof other than those in **Schedule 10** (*Litigations*) hereof.

(l) Subordinated ranking of claims

The obligations of the Company and the Security Providers under the Transaction Documents do and will rank at least *pari passu* with all its other present and future secured obligations.

(m) Event of Default

The Company and each Security Provider hereby represents that there is no Event of Default and that there are no circumstances, conditions or occurrences existing which could give rise or be expected to give rise, with the passage of time or otherwise, to

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or result in an Event of Default.

(n) Material Adverse Effect

The Company and each Security Provider hereby represents that there is no Material Adverse Effect existing and that there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

(o) No Immunity

Neither the Company or any of the Security Providers, nor any of their assets are entitled to immunity (sovereign or otherwise) from suit, execution, attachment or other legal process in their jurisdiction of incorporation. The entry into the Transaction Documents to which they are a party or which are issued by them (or on their behalf) constitute, and the exercise of their rights and performance of and compliance with their obligations under the Transaction Documents will constitute, private and commercial acts done and performed for private and commercial purposes.

(p) Information

i. All information provided by the Company and/or the Security Providers in respect of itself or any other Security Providers are true and accurate in all respects as at the date it was provided or as at the date at which it was stated.

ii. Any financial projections delivered by or on behalf of the Company have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

iii. Nothing has occurred and no information has been given or withheld that may result in any information provided by the Company and/or any of the Security Providers being untrue or misleading in any material respect.

(q) Financial statements

i. The financial statements provided by the Company were prepared in accordance with GAAP (as the case may be) consistently applied save to the extent expressly disclosed in such financial statements.

ii. The financial statements give a true and fair view and represent the financial condition and operations of the applicable entity during the relevant financial year save to the extent expressly disclosed in such financial statements.

iii. There has been no material adverse change in the assets, business, condition (financial or otherwise), operations, performance, properties or prospects of the Company.

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(r) Security/ Security Providers

i. The Company is well possessed of, is the legal and beneficial owner of, and has good and marketable title to the Mortgaged Properties and the Hypothecated Properties.

ii. The Pledgors are well possessed of and have good and marketable title to the Pledged Securities.

iii. Other than the charge created / to be created in favour of the Debenture Trustee in terms of the Transaction Documents, the Security Interest or any part thereof is not encumbered, in any manner whatsoever.

iv. The Transaction Documents executed or to be executed constitute and will constitute legal, valid and enforceable security interests in favour of, *inter alios*, the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured, prior and superior to all other security interest

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(unless otherwise specified) and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been or will be obtained.

(s) No breach of laws

i. Neither the Company nor any of the Security Providers have breached any Law or regulation which breach might have a Material Adverse Effect. Further, the Company and the Security Providers are in compliance with all laws (including Environmental and Social Laws, Business Integrity Laws) applicable to them.

ii. The Company and / or the Security Providers are not taking part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any Excluded Activity.

iii. Other than as listed out in **Schedule 10** (*Litigations*) hereto, the Company and / or the Security Providers are not aware of any claims instituted or threatened against them for breach of any laws (including Environmental and Social Laws and the Business Integrity Laws).

iv. No labour disputes are currently existing or threatened against the Company and/or any Security Provider, which may have a Material Adverse Effect.

v. The Company and each Security Provider hereby declares that the Company and the Security Providers are in compliance with the provisions of the Foreign Account Tax Compliance Act ("**FATCA**") and the Company and each Security Provider hereby undertakes to ensure the compliance of the provisions of the FATCA at all times during the currency of this transaction/ deed. The Company and each Security Provider agrees to provide the respective authorities with any documentation or information requested relating to self or beneficiary or related tax entity to the extent required by the Debenture Trustee for meeting its compliances. Further, the Company and each Security Provider jointly and severally indemnifies the Debenture Trustee for any penal consequence arising due to non-compliance of the aforesaid provision by the Company and/or any Security Provider. The Company and each Security Provider agrees that it will provide a copy of the documents provided to the tax authorities to the Debenture Trustee for its records.

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(t) Intellectual Property

i. The Company is the sole legal and beneficial owner of or has valid and subsisting license on normal commercial terms in relation to all the intellectual properties which are material in the context of its business and which are required by it in order to carry on its business as is being conducted.

ii. The Company does not, in carrying on its businesses, infringe any intellectual property of any third party in any respect.

iii. The Company has taken all formal or procedural actions (including payment of fees) required maintaining any intellectual property owned by it.

(u) Governing law and enforcement

In respect of the Company and/or any of the Security Providers:

i. the choice of Indian Law as the governing law of the Transaction Documents to which it is a party will be recognised and enforced in its jurisdiction of incorporation.

ii. any judgment obtained in India in relation to a Transaction Document to

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which it is a party will be recognised and enforced in its jurisdiction of incorporation.

(v) None of the directors of the Company is a director or specified Related Party of a director of any of the Debenture Holders and none of its directors is a specified Related Party of a senior employee of the Company.

(w) Solvency

i. The Company, each of the Security Providers is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.

ii. The Company and / or any of the Security Providers, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of their indebtedness.

iii. The value of the assets of the Company and the Security Providers is more than their respective liabilities (taking into account contingent and prospective liabilities) and they have sufficient capital to carry on their respective business.

iv. No moratorium has been, or may, in the reasonably foreseeable future be, declared in respect of any indebtedness of any Security Providers/Company of the Company/Security Providers.

v. Neither the Company nor any of the Security Providers has accumulated losses equal to or exceeding the sum total of their respective paid-up capital and free reserves.

vi. Neither the Company nor any of the Security Providers has taken any corporate action and no other steps have been taken or legal proceedings have been started or received any notice for any legal proceedings against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administration, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

(x) Authorised Signatories

Each person specified as an authorised signatory of the Company or any of the Security Providers in any document delivered to the Debenture Trustee pursuant to the Transaction Documents, is subject to any written notice to the contrary delivered to the Debenture Trustee by the Company, authorised to sign all documents and notices on behalf of such Person.

(y) Project Land

i. ARIPL is the owner/holder of a portion of the Project Land i.e. land bearing CTS No. 128A/8A (part) (old 128A/8 part) admeasuring 12,512.48 square metres of Village Kandivali, Taluka Borivali; and the Maharashtra Housing and Area Development Authority (**"MHADA"**) is the owner/holder of the balance portion of the Project Land i.e. land admeasuring 49,865 square metres bearing CTS Nos. 128A/5 (part), 128A/6 (part), 128A/10 and 128A/11 (part) of Village Kandivali, Taluka Borivali.

ii. ARIPL is well and sufficiently entitled to develop/redevelop the Project Land in terms of the Letter of Intent bearing ref No. SRA/ENG/1145/RS/MHL/LOI dated 5th February, 2007(**"LOI"**); revised Letter of Intent bearing ref No. SRA/ENG/1145/RS/MHL/LOI dated 27th December, 2011 (**"First Revised LOI"**) and further revised Letter of Intent bearing ref No. SRA/ENG/1145/RS/MHL/LOI dated 27th January, 2012 (**"Second Revised**

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LOI"), all issued by the Slum Rehabilitation Authority ("**SRA**").

iii. The LOI, First Revised LOI and the Second Revised LOI are valid and subsisting and the same have not been cancelled/revoked.

iv. ARIPL has complied with and shall continue to comply with all the terms and conditions of the LOI, the First Revised LOI and the Second Revised LOI.

v. ARIPL is not required to obtain any permission from any authorities other than the authorities mentioned in the LOI, the First Revised LOI and the Second Revised LOI.

vi. Save and except as disclosed, no areas in the Project are to be handed over by ARIPL to the erstwhile partners of Universal Development Corporation' ("**UDC**").

vii. In the Memorandum of Association and Articles of Association of ARIPL there is no restriction on sale/transfer/lease/mortgage of the built-up areas of the sale buildings to be constructed on the Project Land and there is no prior permission/consent of the shareholders required thereof. .

viii. Save and except as disclosed, there are no mortgages created on the Project Land or any part thereof and/or on the built-up area of the sale buildings to be constructed on the Project Land.

THE SEAL OF THE SUB REGISTRAR BORIVALI
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ix. There is/are no prohibitory order/s in any proceedings restraining ARIPL from developing the Project Land.

Save and except the right of ARIPL to develop the Project Land, to the best of the knowledge of ARIPL no other person or party has any share, right, title, interest, claim or demand into over or upon the Project Land or any part thereof either by way of sale, assignment, development rights, exchange, charge, mortgage, gift, trust, bequest, tenancy, possession, inheritance, caretaker, leave and license, lien or otherwise howsoever and further, there are no persons claiming rights to the Project Land or any part thereof as lessees, licensees or otherwise howsoever.

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xi. Save and except as disclosed, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending before any judicial, quasi-judicial, competent authority or person in relation to the Project Land and there does not exist any actual or to ARIPL's knowledge, threatened or contemplated condemnation or eminent proceedings against ARIPL or with respect to the Project Land or any part thereof.

xii. There are no winding-up/insolvency proceedings filed by and/or against ARIPL.

xiii. Save and except as disclosed, all taxes including charges, premiums (for transfer or otherwise), rents, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any municipal authority, the government and/or any other entity including but not limited to water, electricity, municipal charges, etc. in respect of the Project Land and its development thereof as payable by ARIPL have been paid in full as on the date hereof and there are no arrears in respect thereof.

xiv. The Project Land has adequate motorable access from the public road and is suitable for development.

xv. The area and the boundaries of the Project Land are ascertained and there is/are no dispute/s regarding the same which adversely affect the right, title

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and interest of ARIPL in the Project Land.

xvi. To the best of the knowledge of ARIPL, neither the Project Land nor any portion thereof is subject to any acquisition proceeding by the State Government or any other Government Authority.

xvii. Save and except as disclosed, there are no contingent liabilities in the books of ARIPL which may attach to the Project Land and/or the built-up areas of the sale buildings to be constructed on the Project Land.

xviii. There are no other documents executed and/or registered which adversely affects the development rights of ARIPL to the Project Land.

xix. There are neither any income tax/ excise or custom proceedings contemplated and/or pending against ARIPL nor any interim/final orders have been passed therein against ARIPL which inter alia affects the development and/or transfer of the Project Land in any manner whatsoever. The Income-tax, if any, payable by ARIPL in relation to the Project have been paid in accordance with all tax laws applicable to ARIPL and there are no arrears in respect thereof and ARIPL have duly paid and discharged all other statutory liabilities and there are no other amounts outstanding in respect of the same or of any other nature

xx. No notice/s from any Government/Statutory Authorities under any law has been served upon ARIPL in respect of the Project Land (or any portion thereof) that restricts or affects or may restrict or affect, in any manner ARIPL's right to deal with the Property (or any portion thereof) and/or the rights in respect of the Project Land.

xxi. The Project Land is contiguous.

xxii. To the best of the knowledge of ARIPL, there are no wells private or public on the Project Land of which the public has drawing rights.

xxiii. To the best of the knowledge of ARIPL, there are no electricity sub-stations, underground pipes and/or any high-tension wires, etc. running through under and/or over the Project Land or any portion or part thereof.

xxiv. The Property Register ("**PR**") Cards of the Project Land show the tenure as 'C-1' and the name of MHADA as the holder thereof.

xxv. The entire consideration for the purchase/acquisition of the development rights in relation to the Project Land has been duly paid by ARIPL and/or all its predecessors in title.

xxvi. All title documents in respect of the Project Land have been duly stamped and registered as may be required under applicable Laws.

xxvii. ARIPL is in possession and in compliance of all approvals, authorizations, consents, licences, clearances, permits and certificates in relation to the present development of the Project Land and the same are valid and subsisting and no breaches of the aforesaid have been committed.

xxviii. The Project Land is situated in the Residential Zone.

xxix. Save and except as disclosed, no notice, writ, summons by the government or any public, local or statutory body or authority or under any statute, ordinance rules, notification or circular with regard to or affecting or concerning the Project Land or any part thereof has been received by ARIPL nor does ARIPL have any knowledge that there is any reason for any notice, writ, summons to be issued.

xxx. No power of attorney has been executed by ARIPL in favour of any third party

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granting or assigning any of their share, rights, title or interests in the Project Land or any part thereof.

xxxi. ARIPL is not using/has not used ground water for development of the Project Land.

xxxii. Save and except as disclosed, there are no agreements or arrangements of any nature whatsoever in respect of the sale, sub-lease/assignment, transfer or disposing-of the Project Land or any built up areas to be constructed thereon with any third party.

xxxiii. The development rights of ARIPL is not subject to any matter which might affect the rights of ARIPL to the Project Land.

xxxiv. ARIPL is in material compliance with all labour laws in relation to employment/engagement of labour for the Project Land.

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xxxv. ARIPL has good and marketable title to the Mortgaged Properties and the Hypothecated Property 2.

xxxvi. ARIPL is well possessed of, is the legal and beneficial owner of, and has good and marketable title to the Hypothecated Property 2.

Save and except as disclosed herein, the charge created / to be created in favour of the Debenture Trustee in terms of the Transaction Documents, the Security Interest or any part thereof is not encumbered, in any manner whatsoever.

xxxviii. The Transaction Documents executed or to be executed constitute and will constitute legal, valid and enforceable security interests in favour of, *inter alia,* the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured, prior and superior to all other security interest (unless otherwise specified) and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been or will be obtained

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(z) Nature of Representations and Warranties

The Company and each Security Provider hereby expressly represents and warrants ~~that each of~~ the representations and warranties set out hereinabove is true and accurate as on the Effective Date and shall continue to be true and accurate on each day until the Final Settlement Date, and nothing contained in the said representations and warranties is/ will be misleading or designed to create an inaccurate, incomplete or false picture as on the Effective Date.

7.2 Representations and Warranties of the Debenture Trustee

The Debenture Trustee represents and warrants on the date of this Deed that:

(a) It is within its powers to execute this Deed and that the Debenture Trustee has all authority and capacity to enter into this Deed and has been duly authorized for it;

(b) This Deed constitutes its legal, valid and binding obligation;

(c) The Debenture Trustee:

i. does not beneficially hold any shares of the Company;
ii. is not a promoter, director and/or key managerial person or any other officer or an employee of the Company or of Related Party or associates of the Company;
iii. is not beneficially entitled to any amounts which are to be paid by the Company, other than any remuneration to be paid to the Debenture Trustee

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in terms of this Deed and/or other Transaction Document;

iv. is not indebted to the Company and/or to any Related Party or associate of the Company;

v. has not furnished any guarantee in respect of the Debentures and/or any of the Debenture Payments;

vi. does not have any pecuniary relationship with the Company and/or any Related Party of the Company amounting to more than 2% (Two Percent) or more gross turnover or total income of Rs. 50,00,000/- (Rupees Fifty Lakhs only) or more, during 2 (Two) immediately preceding FY or during the current FY;

vii. is not a relative of any of the Promoters or any Person who is in the employment of the Company as a director or a key managerial personnel.

(d) This Deed does not conflict in any material respect with any Law or regulation or its constitutional documents or any other document binding on it and that it has obtained all necessary Consents for the performance by it of this Deed and the other Transaction Documents and the obligations and duties thereunder.

8. COVENANTS AND UNDERTAKINGS

8.1 Information Covenants

The Company and each Security Provider shall provide/ cause to be provided information in respect of the following promptly and no later than 5 (Five) calendar days from the occurrence of such event (unless otherwise specifically provided):

(a) The Company shall supply to the Debenture Trustee:

(a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years:

(i) its audited consolidated financial statements for that financial year; and

(ii) the audited consolidated financial statements of each member of the Companyfor that financial year; and

(b) as soon as the same become available, but in any event within 30 days after the end of quarter of each of its financial years:

(i) its limited review financial statements for that financial quarter.

(b) The Company and each Security Provider shall provide a net-worth certificate of each of the Personal Guarantors certified by an independent practicing chartered accountant within 180 (One Hundred Eighty) calendar days following the closure of the preceding Financial Year.

(c) The Company and the Security Providers (as applicable) shall supply details of the following to the Debenture Trustee (along with a copy to each of the Debenture Holders) on a monthly basis:

i. cash balances to the credit of all its accounts and cash in hand;

ii. undrawn amount under its existing Financial Indebtedness;

iii. status of construction of the Project (including Exclusive Area); and

iv. MIS / reports giving the details *inter alia* of progress of the Project, the residential units sold along with the details of the amount of sale proceeds in relation to the Project (in a form and manner acceptable to the Debenture Trustee, acting on the instructions of the Debenture Holders' Nominee).

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(d) Notify the Debenture Trustee in writing of any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other Law or otherwise of any suit or legal process intended to be filed or initiated against any Security Provider and affecting the title to the property of any Security Provider or if a receiver is appointed in respect of any of the properties or business or undertakings of any of the Security Providers or any of the Promoters.

(e) Notify the Debenture Trustee in writing of any one or more events, conditions or circumstances (including any event of force majeure or any on-going or threatened

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labour strikes, lockouts, shutdowns, slowdown or work stoppage in the Company or any scarcity or unavailability of materials or equipment or fire or other similar event) that exist or have occurred that has, had or could reasonably be expected to have a Material Adverse Effect.

(f) Prepare and submit to the Debenture Trustee, an annual report as required by the Debenture Trustee.

(g) Notify the Debenture Trustee in writing about such information in relation to the Project as may be considered necessary or desirable to the Debenture Trustee and report on any serious incidents (including, without limitation, explosions, any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labour unrest or dispute between the Company and the local communities).

(h) Notify the Debenture Trustee in writing of any legal proceeding pending or threatened, regulatory notices or judicial orders against any of the Security Providers, or any dispute between the Security Providers and/or any Governmental Authority, which could have a Material Adverse Effect.

(i) Notify the Debenture Trustee in writing of any letters of offer or any document pursuant to which a change in control of the Company may occur.

(j) Notify the Debenture Trustee in writing if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties of any Security Provider under any of the Transaction Documents to become untrue or inaccurate or misleading in any material respect.

(k) Notify the Debenture Trustee in writing of any security interest being granted or established or becoming enforceable over any of the Company's and/or any Security Provider's assets.

(l) Notify the Debenture Trustee about any action or event pertaining to or having the effect of revocation, repudiation, denial or cancellation of any authorization that may have been taken by the Company for the Issue.

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(m) Notify the Debenture Trustee in writing of any event which constitutes an Event of Default or any event which may constitute (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default, specifying the nature of such event and any steps the Company and/or any Security Provider is taking and proposes to take to remedy the same.

(n) The Company shall provide to the Debenture Trustee/ Debenture Holders an statutory auditor's certificate within a period of 30 (Thirty) calendar days or such other longer time period as may be provided by the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) from the Allotment Date certifying the manner of utilization of the proceeds raised pursuant to the issuance of the Debentures.

(o) The Company shall procure that, if required by the Debenture Trustee (acting on the instructions of the Debenture Holders) the Company shall provide to the Debenture Trustee or its nominee: (i) copies of the minutes of the meetings of the Board, committees of the Board, and general body meetings of the Company, as and when required; (ii) access to books of accounts/ audited/ unaudited financials during the year; and (iii) allow inspection of the site of the Project from time to time by officers of the Debenture Trustee and/or qualified auditors or concurrent auditor(s) and/or technical experts and/or management consultants or other persons of the Debenture Trustee's choice. Costs of such inspections shall be borne by the Company.

(p) Promptly notify the Debenture Trustee in writing in case of any change in the Board of the Company.

(q) Notify the Debenture Trustee in writing of the notices, agendas, explanatory statements (and provide copies thereof) for proposed board meetings, shareholder

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meetings, committee meetings, where any matters pertaining to the Project shall be discussed / decided upon.

(r) The Company and/or the Security Providers shall provide to the Debenture Trustee copies of all Clearances and licenses in relation to the Project as and when required by the Debenture Trustee.

(s) The Company and/or the Security Providers shall provide to the Debenture Trustee quarterly updates and shall conduct quarterly meetings (between the Company and the Debenture Trustee) on the progress of the Project.

(t) Submit a quarterly report to the Debenture Trustee, in the manner and in the form as may be provided by the Debenture Trustee, more particularly:

i. Updated list of names and address of all Debenture Holders;

ii. Details of interest due but unpaid and reasons for the same;

iii. The number and nature of grievances received from the Debenture Holders and: (a) resolved by the Company: and (b) unresolved by the Company and reasons for the same;

iv. Statement that the assets of the Company available as security are sufficient to discharge the claims of the Debenture Holders and when the same become due;

v. A statement showing the manner in which the monies have been utilised;

(u) The Company and the Security Providers shall supply to the Debenture Trustee any other information as may be required by the Debenture Trustee.

(v) carry out subsequent valuation of the Exclusive Area, at the request of the Debenture Trustee, at the Company's cost;

(w) The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company shall promptly comply with the suggestions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

(x) The Company is aware that in terms of Regulation 14 of the SEBI (Debenture Trustees) Regulations, 1993 as amended from time to time, the Trust Deed has to contain the matters specified in Section 71 of the Companies Act, 2013 and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014. The Company hereby agrees to comply with all the clauses of Form No. SH.12 as specified under the Companies (Share Capital and Debentures) Rules, 2014 as if they are actually and physically incorporated herein in this deed.

(y) The Issuer shall, on an yearly basis furnish to the Debenture Trustee, a certificate from the statutory auditor giving the valuation of the Exclusive Receivables of the Issuer.

(z) The Issuer and ARIPL shall, on quarterly basis furnish to the Debenture Trustee, the following certificates:

a. Certificate from an independent chartered accountant giving the value of book receivables/book debts of the Company.

(aa) Certificate from the Director/ Managing Director of the Issuer Company Certifying the value of the Book Debts/ Exclusive Receivables

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8.2 Positive Covenants

The Company and each Security Provider hereby covenants and agrees that until the Final Settlement Date, the Company and each Security Provider shall comply with the following:

(a) The Company shall and each Security Provider shall perform all of their respective

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obligations under the terms of the applicable Transaction Documents and maintain in full force and effect each of the Transaction Documents to which they are a party.

(b) The Company shall and each Security Provider shall keep all its assets which form part of the Security Interest in good working order and condition.

(c) The Company shall and each Security Provider shall take all possible steps that it is obliged to or can undertake in accordance with Law to ensure that none of its actions results in any Governmental Authority to condemn, nationalize, seize, or otherwise expropriate all or any part of its assets which form part of the Security Interest or take any action that would prevent it or its respective officers from carrying on any material part of its business or operations or with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by it in connection with its business.

(d) From the date hereof and continuing until the Final Settlement Date, the Company shall and each Security Provider shall make available to the Debenture Trustee, at its own cost, its books and records, to the extent that the Debenture Trustee may deem them reasonably necessary to prosecute or defend any third party suit or proceeding instituted by or against the Debenture Trustee/ Debenture Holders and relating to the Company, the Security Providers and/or the Debentures.

(e) The Company shall and each Security Provider shall promptly obtain all Consents, as maybe necessary for performing its obligations in relation to the Debentures and other obligations as may be specified under the other Transaction Documents.

(f) The Company shall and each Security Provider shall ensure that all such Consents as referred to hereinabove, are not rescinded, terminated, suspended, modified or withheld or be determined to be invalid or shall cease to be in full force and effect, and shall ensure that if any proceedings are commenced by or before any Governmental Authority for the purpose of rescinding, terminating, suspending, modifying or withholding any such consent, the Company shall and/or the Security Providers shall obtain a fresh Consent within 90 (Ninety) calendar days therefrom such that the effect of rescinding, termination, suspension or modification or withholding pursuant to such proceedings is negated.

(g) The Company shall and each Security Provider (as applicable) shall maintain its existence, corporate or otherwise, and right to carry on business and operations and ensure that it has the appropriate, requisite material Consents and is duly qualified to conduct its business and operations as it is conducted in all applicable jurisdictions and will obtain and maintain all material Consents and rights necessary for the conduct of its business and operations in such jurisdictions.

(h) The Company shall and each Security Provider shall at all times act and proceed in relation to their affairs and respective businesses in compliance with the Law (including but not limited to Environmental and Social Laws and Business Integrity Laws).

(i) The Company shall and each Security Provider shall not, directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any Person (whether or not they are in the public sector) for acting in breach or an exception of good faith, impartiality or trust or otherwise performing their functions improperly.

(j) The Company agrees that it shall not directly or indirectly, (a) use the proceeds from the Debentures or any part thereof received from the Investors in any transaction with or for the purpose of financing the activities of, any person / country currently subject to any Sanctions; and / or (b) take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any Excluded Activity.

(k) The Company shall and each Security Provider shall put in place appropriate procedures and policies to restrict their respective employees, consultants or other agents from causing breach of (a) any conditions, covenants or undertakings under

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this Deed; and (b) Environmental and Social Laws and Business Integrity Laws.

(l) The Company shall and each Security Provider shall put in place appropriate procedures and policies to prohibit the engagement of any person under 18 (Eighteen) years of age on the Project site or any other worksite, regardless of their direct employer.

(m) The Company shall and each Security Provider shall put in place appropriate procedures and policies to respect the right of all workers to bargain collectively (through a trade union or other appropriate mechanisms). Additionally, Company shall not and each Security Provider shall not discriminate in respect of any employment decision against workers on the grounds of their trade union membership.

(n) The Company shall and each Security Provider shall make best endeavours to ensure that all subcontractors, including labour-only contractors comply with all Environmental and Social Laws and with Sub-Clauses (m) and (l) above in relation to child labour and freedom of association.

(o) The Company shall and each Security Provider shall if required by the Debenture Trustee (acting on the instruction of the Debenture Holder Nominee), finalize an E&S Action Plan and comply with the milestones provided therein.

(p) The Company shall and each Security Provider shall deliver to the Debenture Trustee, such information on the Project as may be considered necessary or desirable to the Debenture Trustee or the Debenture Holders.

(q) The Company shall and each Security Provider shall promptly notify the Debenture Trustee of any breach of any representations, warranties, covenants, undertakings or any other terms of this Deed together with the steps taken to remedy it. Upon such breach being reported, the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Debenture Trustee.

(r) The Company and each Security Provider is, and will be in compliance with all obligations under the applicable labour Laws and other Laws in relation to its employees.

(s) The Company shall and each Security Provider shall execute and deliver at its own expense, such other documents as shall be necessary or advisable in the opinion of the Debenture Trustee or that the Debenture Trustee may request in connection with the rights and remedies of the Debenture Holders granted or provided for by the Transaction Documents and to consummate the transactions contemplated therein to include any documents required to perfect or maintain the security contemplated in relation to the transaction.

(t) The Company shall and each Security Provider shall:

i. pay or cause to be paid all Taxes (including stamp taxes), duties, fees, or other charges payable on or in connection with the execution, issue, delivery, registration, or notarization, or for the legality, validity, or enforceability of any of the Transaction Documents and any other documents related thereto;

ii. pay or cause to be paid all Taxes, duties and fees payable by it under applicable Law, including but not limited to payment of (i) all present and future Taxes imposed on it prior to or on the date when due and (ii) all present and future claims, levies or liabilities (including for labour, services, materials and supplies) which have become due and payable;

iii. pay or cause to be paid such disputed Taxes or other claims, levies or liabilities of it upon the delivery of any judgment or order, interim or otherwise, (unless contested by the relevant Person *bonafide*, validly and in good faith,

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as determined by the Debenture Trustee) requiring the payment of any such Taxes; and

iv. file all relevant Tax returns when due and the Company and/or the Security Providers shall deliver to the Debenture Trustee/ Debenture Holders, on demand, appropriate certificates attesting such payments.

(u) Records and Inspection: The Company shall and each Security Provider shall:

i. keep such adequate accounting and control systems, management information systems, books of account, and other records as are required to be maintained under Law and such accounts as are adequate to reflect truly and fairly the financial condition and results of operations and which shall contain full, true and correct entries in conformity with GAAP consistently applied and all requirements of Law;

ii. at their sole cost and expense permit the Debenture Trustee and / or the Debenture Holders (including their technical experts, management consultants, concurrent auditors, qualified auditors, officers, etc.), with a prior 3 (Three) calendar day intimation, to enter into premises of the Company/Security Providers and/or the Project, and carry out site, technical, financial and legal inspections/ diligence of the assets which form part of the Security Interest, facilities and inspect and make copies of the books of record and accounts of the Company and/ or Security Providers to discuss the affairs, finances and accounts of the Company and/ or Security Providers and /or the Project with, and be advised as to the same, by its officers.

(v) The Company and each Security Provider acknowledges that the Debenture Trustee (including any agent or representative of the Debenture Trustee) shall have the full authority, upon giving a 2 (Two) days prior notice to the Company, to inspect, examine, scrutinize and audit the expenses, which are incurred in relation to the Project as well as the operations, business and activities of the Company and/or the Security Providers.

(w) The Company shall and each Security Provider shall ensure that:

i. the Pledge of the Pledged Securities once created, is perfected at all times, and the Pledged Securities, Project Accounts, and/or all other monies lying to the credit of Project Accounts for the benefit of the Debenture Holders, shall not be subject to any lock-in, any exchange and / or set-off and shall not be Encumbered in any manner other than as permitted in terms of the Transaction Documents or as may be permitted in writing by the Debenture Trustee (acting on the written instructions of the Debenture Holders' Nominee);

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ii. the Escrow Bank is given the following irrevocable instructions:

A. That the Debenture Trustee will be authorized to demand account statements pertaining to the Project Accounts at such frequency as the Debenture Trustee may require at any time;

B. That upon occurrence of an Event of Default, the Debenture Trustee shall, subject to the applicable provisions of RERA, have the right to cause the Escrow Bank to freeze the Project Accounts at any time without any need of confirmation from the Company and/or any Security Provider and upon receipt of such request the Escrow Bank shall forthwith freeze mark the Project Accounts and shall only transfer the monies lying in credit of such Project Accounts, as per the instructions of the Debenture Trustee without having to obtain any further instructions from the Company and/or any Security Provider;

C. That the Escrow Bank will abide by any instruction that the Debenture Trustee may give to the Escrow Bank in relation to the Project Accounts

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without any reference to the Company and/or any Security Provider.

iii. the Debenture Trustee is provided with a confirmation from the Escrow Bank taking note of the charge created by the Company and/or the Security Providers, as the case may be, in favour of the Debenture Trustee within 5 (Five) calendar days of the Allotment Date of the Debentures and that of the instructions in terms of Clause 8.2(w)ii above;

iv. the issue and/or creation of the Security Interest therewith is not/ shall not be in contravention with any terms and conditions of the existing Financial Indebtedness of the Company or any of the Security Provider, as the case may be, or the existing agreements entered into by the Company;

(x) The Company and each Security Provider shall undertake and confirm that until the Final Settlement Date in the event the cash flow in the NCD Account is not sufficient to service the repayment of the Unpaid Principal Amount, the Redemption Premium and / or other Debenture Payments due and payable, then the shortfall be met through inflow of fresh funds therein by the Company and/or the Security Providers in a manner and form as mutually acceptable to the Debenture Holders.

(y) The Company and each Security Provider shall undertake and confirm that until the Final Settlement Date, in the event of any shortfall / cost overruns of the Project, the Company and the Promoters shall infuse fresh funds from its own sources in a manner and form as may be acceptable to the Debenture Trustee, so as to make good any such shortfall / cost overruns. For abundant caution it is clarified that the obligation of the Promoters to infuse funds towards the Project event of any shortfall / cost overruns of the Project shall be an independent obligation and shall not be secondary to that of the Company and/or the Security Providers.

(z) The Company to provide an undertaking to the Debenture Holders that none of the directors is a near relative of a director of any of the Debenture Holders and none of the directors of the Company is a specified near relative of a senior employee of the Company.

(aa) **Preservation of assets**

i. The Company shall and each Security Provider shall maintain in a good state of repair and in good working order and condition (ordinary wear and tear excepted) all of its assets which form part of the Security Interest necessary in the conduct of its business.

ii. Other than as may be permitted under the applicable Law the Company and each Security Provider shall ensure that none of their assets which form part of the Security Interest depreciate in value such that the depreciation in value could, in the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee), have a Material Adverse Effect or, result in the Security Interest, created in relation to the Debentures, becoming inadequate to secure the Debenture Payments.

(bb) **Environmental compliance**

The Company shall and each Security Provider shall obtain, maintain and ensure compliance with all requisite environmental permits and approvals, where failure to do so has or is reasonably likely to have a Material Adverse Effect.

(cc) **Project**

i. The Company shall and each Security Provider shall ensure that all the agreements, documents and Consents pertaining to the Project are valid and in force till the time any Debenture Payments are outstanding and the Company and each Security Provider is in compliance with all the obligations there under, and shall not make any change in, or enter into any, agreements, documents and Consents pertaining to the Project without

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obtaining the prior written approval of the Debenture Trustee.

ii. The Company and each of the Security Providers shall obtain the Debenture Trustee's written consent prior to entering into any sale agreement for the sale of any units or transfer of interest in the Exclusive Area or any part thereof *(to the extent forming part of the Security Interest)*. The pamphlets/ brochures/ advertisements issued by the Company and/or any Security Provider (or any other Person on behalf of the Company and/or any Security Provider) (as the case may be) pertaining to the Exclusive shall bear the name(s) of the Debenture Trustee, stating that the Debenture Trustee's consent is required for the sale of any units, in light of the security created on the Exclusive Area.

iii. The agreement for transfer of interest in the Exclusive Area or any part thereof or sale of any units with any purchaser shall incorporate a condition that all booking monies/ payments to be made thereunder are to be deposited only in the relevant Project Account and the Pass Through Account, as the case may be, as per the terms and conditions of the Escrow Agreement and other Transaction Documents (in case of home loan the same shall be informed to the lending bank).

iv. The Company shall and each Security Provider shall ensure proper maintenance of the Project and all related Clearances, and shall ensure that it is in compliance with all such Clearances.

v. The Company shall and each Security Provider shall provide access to the Debenture Trustee to: (i) all original approvals, permissions and sanctions in relation to the Project; (ii) contracts, agreements and other documents executed in relation to the Project in relation to the Project.

vi. The Company shall and each Security Provider shall allow the Debenture Trustee and / or the Debenture Holders to communicate with any person involved (directly or indirectly) in the Project as and when requested by them.

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vii. The Company shall and each Security Provider shall take all necessary steps required for obtaining required permission, sanctions, approvals, consents or no-objection certificates from any Governmental Authority for undertaking construction and development of the Project, including but not limited to, approval from the labour commissioner, consent for conversion of zoning and land use, approval of master plan and building plans, occupation certificate, etc. as may be required, in an expeditious manner, such that the Project is developed and eligible for occupation within the timelines prescribed in the Business Plan.

viii. The Company shall submit the initial Business Plan within the prescribed timelines and which shall be reviewed annually by the Debenture Trustee.

ix. The Company agrees and undertakes to develop the Project as per the agreed Business Plan. The Company and the Debenture Trustee shall jointly decide on the key material deviations (as may be decided by the Debenture Trustee in its sole discretion) from such Business Plan shall attract Default Interest for the balance period of such Business Plan.

(dd) The Company agrees and undertakes to adhere to the National Building Code of India, 2005, formulated by the Bureau of Indian Standards for regulating the building construction activities, if applicable.

(ee) The Company and each of the Security Providers shall insure and keep insured, (including but not limited to insurance against earthquake, fire, terrorism, etc.), all assets on which Security Interest has been created (with a copy of the insurance policies and the renewals thereof being provided to the Debenture Trustee) up to such value and of such type as consistently applied for by the Company / Security Providers for all assets of the Company / Security Providers (as the case may be), and shall duly

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pay all premia and other sums payable for the purpose. The abovementioned insurance policies shall be assigned in favour of the Debenture Trustee. The Company and each Security Provider shall keep the insurance policies and renewals thereof either with the Debenture Trustee or any other Person as directed by the Debenture Trustee. In the event of failure on the part of the Company and/or any Security Provider to insure all assets of the Company and/or any Security Provider which form part of the Security Interest adequately in any manner whatsoever, the Debenture Trustee may, but shall not be bound to, get all such assets on which Security Interest has been created insured or pay the insurance premia and other sums referred to above. If any such monies are paid, the same shall be immediately reimbursed by the Company and/or the Security Providers. In addition to the above, the Company and the Security Providers are to use all reasonable endeavors to prevent the happening of an act, omission, breach or default which would be reasonably likely to render void or voidable any insurance affected by it.

(ff) The Company and each Security Provider agrees and undertakes to ensure that: (i) all Exclusive Receivables are deposited in the relevant Project Account; and (ii) all Pass Through Charges are deposited in the Pass Through Account, without any set-off, counterclaim or charge. The Company and each Security Provider further agrees and undertakes that all Debenture Payments shall be made out of the NCD Account in the form and manner as provided in this Deed and/ or other Transaction Documents.

(gg) The Company and each Security Provider undertakes and covenants, until the Final Settlement Date, to ensure that at least 3 (Three) Business Days prior to the respective Due Date, balance of amounts lying in credit in the NCD Account is sufficient to meet the payments of the Principal Amounts and/or any other Debenture Payments in relation to the Debentures, as the case may be.

(hh) The Company and each Security Provider undertakes and confirms that it will ensure that it completes the Project in the event of escalation of cost of the Project or cost overruns.

(ii) The Company and each Security Provider acknowledges that the Debenture Holders/ Debenture Trustee/ Debenture Holders' Nominee shall have the full authority to monitor, including auditing all transactions through the Project Accounts in such manner as it may deem necessary.

(jj) The Company agrees and undertakes to utilize the proceeds of the issue of the Debentures only for permitted End Use, and such proceeds shall not be utilized or diverted for any speculative purpose.

(kk) The Company undertakes not to induct any Person who is a director on the board of a company which has been identified as a willful defaulter and that in case, such person is found to be on the board of the Company, the Company would take expeditious and effective steps for removal of the person from its Board.

(ll) The Company and each Security Provider to furnish an undertaking to the effect that none of the Company, the Security Providers and/or any of the directors in the Company and/or the Security Providers is on the caution list of the Export Credit Guarantee Corporation of India or on the willful defaulters' list maintained by the RBI or CIBIL, or any other authority and no director aforementioned has incurred any disqualification under Section 164 under the Companies Act, 2013. Provided further that if any person with a name identical to that of any of the aforementioned directors appears on the defaulters' list, then such director must submit an affidavit (to be signed before an executive magistrate) conforming that he is not the same person whose name is appearing in the defaulters' list.

(mm) The Company shall and each Security Provider shall procure that the Promoters shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company and each Security Provider further undertakes to and shall ensure that the Promoters shall promptly comply with the suggestions that may be given in this regard, from time to time, by the Debenture Trustee and shall

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advise the Debenture Trustee periodically of the compliance.

(nn) The Company shall appoint a special auditor who will undertake a specific audit on the Project, if the Debenture Holders and/or the Debenture Trustee or the Debenture Holders' Nominee so instructs in case of Event of Default. The cost of appointing such special auditor shall be borne by the Company. The Company shall make financial records in relation to the Project available to the special auditor, at any time and upon notice. Additionally, the Debenture Holders/ Debenture Holders' Nominee/ Debenture Trustee shall have the right to scrutinize and audit the expenses incurred by the Company with respect to the Project.

(oo) The Company and each Security Provider agrees, acknowledges and undertakes that the Debenture Trustee shall, in its sole discretion, have the right to appoint a firm of independent practicing Chartered Accountants (as may be mutually agreed between the Company and the Debenture Trustee) as the internal auditors of the Company, who shall *inter alia* provide an audit report with respect to the Project and its progress on a quarterly basis and in a form and manner, as may be required by the Debenture Trustee. Such firm will check the compliance status and verify the balance cashflow / Receivables Cover available from the Project.

(pp) The Company and each Security Provider agrees that if the interest in the Exclusive Area is transferred (fully/ partially) either with/ without being developed, the Debenture Holders shall have the right to adjust the proceeds of such sale against the outstanding Debenture Payments at the time of sale of the Exclusive Area.

(qq) Each of the Security Documents and the Security Interest over the secured assets created/ to be created have been perfected in accordance with this Deed and shall be in full force and effect from the date of execution of each such Security Document.

(rr) The Company shall share all information relating to the financing assistance availed by the Company from the Debenture Holders, including but not limited to the nature and amount of debt, with the Information Utilities in a form and manner as may be required by the IBC and update the information from time to time.

(ss) The Company shall and each Security Provider shall ensure that the Promoters shall not act, or omit to act, including exercise of their rights as shareholders, to pass any resolution which is contrary to the terms of the transaction Documents and / or prejudicial to the right and / or interests of the Debenture Holders, including but not limited to passing of any resolution approving the initiation of bankruptcy proceeding under the provisions of the IBC.

(tt) The Company shall share all information relating to the financing assistance availed by the Company from the Debenture Holders, including but not limited to the nature and amount of the related debt, with the Information Utilities in a form and manner as may be required by the IBC and shall also update the information from time to time.

(uu) The Debenture Trustee (acting on the instructions of the Debenture Holder's Nominee) shall, without prejudice to any of its specific rights under the Agreement, at its sole discretion, be at liberty to retain the possession of any money, amounts, securities and other property of the Company in possession of the Debenture Trustee, the Debenture Holders or any of its subsidiary/ affiliate/ associate company.

(vv) The Company hereby undertakes that any money in the form of capital and / or loans or advances from its partners, Promoters, shareholders, , towards the Project cost shall be subservient to the Debentures and the Debenture Payments save and except permitted by the Debenture Trustee.

(ww) The Company shall ensure that at all times until the Final Settlement Date the debenture and/or any other securities issued by the Company and held by any Person or any Financial Indebtedness availed by the Company shall remain subservient to the Debentures till the Final Settlement Date, and that no amounts shall be paid in relation to any such debenture, securities or Financial Indebtedness until the Final Settlement Date, interim or final. Furthermore, the Company shall ensure that no

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amendment is made to the terms and conditions of the debentures and / or other securities that has been issued by the Company without a prior written consent of the Debenture Trustee.

(xx) The Company shall and each Security Provider shall ensure that the Promoters shall retain control and ownership of the Company at all timed until the Final Settlement Date.

(yy) The Debenture Trustee shall have the right to appoint/change the chief executive officer/ chief operating officer /chief finance officer/ company secretary/ any key managerial personnel / chief project manager/ chief of marketing and sales / senior management personnel (by whatever name called) of the Company;

(zz) The Debenture Trustee shall have the right to appoint/change any provider of goods or services (by whatever name called) of the Company, including, vendors/ advisors / consultants/ contractors/ auditors/ architect/ development manager, as may be required;

(aaa) The Debenture Trustee shall have the right to alter the business and management set-up of the Company and mandate changes which the Company shall implement and to cause changes in the business plan of the Company.

8.3 Negative Covenants

The Company and each Security Provider hereby covenants, agrees and undertakes that until the Final Settlement Date the Company and/or any Security Provider shall not (including taking of any corporate actions in relation thereto), without prior written consent from the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee):

(a) effect any changes in its capital structure and/or make any change, whether directly or indirectly, in its legal or beneficial ownership or control or management or shareholding or board of directors or modify/ amend any shareholders/ partnership agreement;

(b) formulate any scheme of any corporate restructuring, re-organization and / or re-capitalization of any sort including but not limited to merger, spin-offs, demergers, consolidation, reorganisation, amalgamation, reconstruction, buy-back, redemption, capital reduction, restructuring (including corporate debt restructuring), making reference to Board of Industrial and Financial Reconstruction or to Joint Lenders Forum, and liquidation;

(c) incur any Financial Indebtedness;

(d) undertake guarantee obligations on behalf of any other Person;

(e) create or permit to subsist any Encumbrance over any of its assets (including the Security Interests), other than as permitted in terms of the Transaction Documents;

(f) enter into any compromise or arrangement or settlement with any of its secured creditors;

(g) sell, assign, dispose/ transfer any of its assets whether by way of divestment, sale, lease, license or exchange or pledge or in any other way;

(h) declare or pay back any dividend or make any distribution on its share capital or other asset (including by management or other fees, interest, dividend, return of capital, buy-back, repayment or redemption) to or for the benefit of any of its shareholder until the Final Settlement Date;

(i) in any manner whatsoever, change its business or start a new business;

(j) wind up, liquidate or dissolve its affairs, become insolvent or liquidate or dissolve its

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respective affairs;

(k) change its accounting policies presently followed except as required under applicable Law.

(l) making any changes in the extant Business Plan approved by the Debenture Trustee or any changes to any approved Project plans / specifications.

(m) permit to exist one or more events, conditions, or circumstances, which have or continue to have or in the judgment of the Debenture Trustee, could be reasonably expected to have, a Material Adverse Effect;

(n) make any amendments in its constitutional documents which adversely impact the rights of the Debenture Holders without the prior written consent of the Debenture Trustee;

(o) challenge the validity or enforceability of the Transaction Documents or any of the transactions contemplated thereunder;

(p) invest by way of investing in share capital, lend or advance funds to; or place deposits with any other concern, other than investments in mutual funds, fixed deposits with banks and other similar instruments (as acceptable to the Debenture Trustee);

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(q) undertake any capital expenditure for expansion of capacity other than capital expenditure:

i. for the maintenance of the existing assets of the Company; and
ii. incurred in the normal course of business.

(r) propose any resolution seeking approval of the Board (as defined in the IBC) for filing an application under IBC, either directly or indirectly;

(s) withdrawal / repayment of monies brought in by the Promoters / shareholders / directors / depositors;

(t) payment of commission to its directors, managers, shareholders, the Promoters and / ~~or such other~~ Persons for furnishing guarantees, counter guarantees or indemnities;

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(u) any change in its Statutory Auditors as on the Effective Date;

(v) enter into any related party transactions in relation to the Project / Mortgaged Properties;

(w) ~~appointing~~ / reappointing or changing the civil contractor or design architect for the Project; and / or

(x) Any change in the Promoters' ownership / control of the Company.

(y) **Other Rights**
The Debenture Trustee shall have the right to appoint, whenever it considers necessary, any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Company and/or Security Providers (as applicable) and their assets including the Project, premises, factories and facilities and to report to the Debenture Trustee. The Debenture Trustee shall have the right to appoint, whenever it considers necessary, any chartered accountants/cost accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Company and/or the Security Providers (as applicable) for its working or as concurrent or internal auditors, or for conducting a special audit of the Company and/or the Security Providers (as applicable). The costs, charges and expenses including professional fees and travelling and other expenses of such consultants or auditors shall be borne and payable by the Company and/or the Security Providers.

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(z) **Special Rights**

i. Until the Final Settlement Date, the Company agrees and undertakes to comply with all the provisions of this Deed.

ii. Until the Final Settlement Date, the Debenture Holders and/or Debenture Trustee (acting on the instructions of Debenture Holders) shall have the right, to appoint majority director(s) on the Board of the Company ("**Nominee Director(s)**"), at any time. The right to appoint the Nominee Director(s) shall cease to exist immediately upon the repayment in full of the Debenture Payments.

iii. The Company shall appoint the Nominee Director(s) forthwith on receiving a nomination notice from the Debenture Holders and/or Debenture Trustee (acting on the instructions of Debenture Holders). The Nominee Director(s) shall be appointed on all committees of the Board of the Company.

iv. Subject to the provisions of the Act, the Nominee Director(s) shall not be liable to retire by rotation nor required to hold any qualification shares. If however any such Nominee Director is required by the Act to be liable for rotation, they shall be eligible of reappointment.

v. Any expenditure incurred by the Debenture Holders and/ or the Nominee Director(s) in connection with its appointment of directorship shall be borne and payable by the Company.

vi. The Company shall not have any objection to the Nominee Director(s) furnishing to the Debenture Holders, reports of the proceedings of all such meetings.

vii. The Debenture Holders may require the removal or substitution of the Nominee Director(s) so appointed by it as per this clause. The Nominee Director(s) so appointed shall also be appointed as a member of all the committee and sub-committees formed by the Board.

viii. In the event that the Nominee Director(s) wishes to appoint an alternate Director, the Board will promptly upon receipt of a written notice to that effect from the Nominee Director(s) appoint an alternate Director for such Nominee Director(s). Such written notice shall specify the name and details of the alternate Director.

ix. In the event of a casual vacancy arising on account of the resignation of the Nominee Director(s) or the office of the Nominee Director(s) becoming vacant for any reason, the Debenture Holders shall be entitled to designate a Director to fill such vacancy.

x. The Nominee Director(s) shall be a non-executive Director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with the Applicable Laws. The Company shall nominate Directors or persons other than the Nominee Director(s) as 'persons in charge' as contemplated under the Applicable Laws and shall ensure that the Nominee Director(s) are not included within the scope of 'Officer who is in default' under the Applicable Laws and the Company shall at all times appoint a compliance officer or a designated officer of the Company who shall be the officer in default for the purposes of the Applicable Laws. In the event that any notice or proceedings have been filed against the Nominee Director(s) by reason of him being included within the scope of 'officer who is in default', the Company shall take all necessary steps to ensure that name of the Nominee Director(s) are excluded / deleted and the charges / proceedings against the Nominee Director(s) are withdrawn and shall also take all steps to defend the Nominee Director(s) against such proceedings and shall pay all costs, damages, fines, levies etc. that may be levied against the Nominee Directors.

xi. The Company shall indemnify the Nominee Director(s) against any act, omission or conduct (including, without limitation, contravention of any law) of or by the Company, its officials, employees, managers, representatives or agents as a result of which, in whole or in part, the Nominee Director(s) are made a party to, or otherwise incurs any costs, charges, expenses, damages or loss, including loss pursuant to or in

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connection with any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct.

xii. No meeting of the Board shall be validly held unless a notice of 7 (seven) days or such shorter period as agreed by the Debenture Holders of the said meeting along with the agenda thereof is given to the Nominee Director(s), if any, in writing. The Nominee Director(s) shall make best efforts to ensure that at all meetings of the Board, the Nominee Director(s) (or his alternate) is present. If at a meeting the Nominee Director(s) (or his alternate) are not present, then the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday at the same time and place. If at such adjourned meeting the Nominee Directors are not present, then the Company may proceed with the business as per the agenda, at such adjourned meeting. Provided however, if at any time, the Nominee Director(s) are not able to attend a meeting of the board of directors or any of its committees of which he is a member, the Debenture Holders may depute an Observer (defined below) to attend the meeting. The expenses incurred by the Debenture Holders in this connection shall be borne and payable by the Company. The Nominee Director(s) / the Observer shall furnish to the Debenture Holders a report of the proceedings of all such meetings and the Company shall not have any objection to the same.

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xiii. The Nominee Director(s) shall be entitled to all the rights, privileges and indemnities of other Directors including the sitting fees and expenses as are payable by the Company to the other Directors, but if any other fees, commission, moneys or remuneration in any form are payable by the Company to the Directors (including the Nominee Director(s)) in their capacity as Directors, the fees, commission, moneys and remuneration in relation to such Nominee Director(s) shall accrue to the Debenture Holders in proportion to the Debentures then outstanding and the same shall accordingly be paid by the Company directly to the account of the Debenture Holders. Provided that if such Nominee Director(s) is an officer of the Debenture Holders, the sitting fees in relation to such Nominee Director shall accrue to the Debenture Holders and the same shall accordingly be paid by the Company directly to the Debenture Holders for its account. Any expenditure incurred by a Nominee Director(s) or the Debenture Holders in connection with such appointment or directorship shall be borne by the Company. The Company shall not change the practice with regard to payment of ordinary remuneration, sitting fees, other fees and expenses and in relation to any other rights or indemnities of a director.

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xiv. The Debenture Holders shall have the right to appoint and remove from time to time, one observer to attend all board and general meetings of the Company (hereinafter referred to as the "**Observer**"), in the event the Debenture Holders has not appointed a Nominee Director(s) or if the designated Nominee Director(s) are not able to attend a meeting of the board of directors or committee thereof. The Company hereby agrees and undertakes that it will take all corporate and other actions to effectuate such right (including, without limitation, amending the Memorandum and Articles of Association of the Company). The Company agrees that:

i. The Observer shall be entitled to receive all notices, agenda, etc. and to attend all general meetings, board meetings and meetings of any committees of the board of directors of the Company.

ii. Any expenditure incurred by the Debenture Holders or the Observer to attend such meetings shall be borne and payable by the Company.

iii. If, at any time, the Observer is not able to attend any general meeting or a meeting of the board of directors or any of the meetings of any committees of the board of directors, the Debenture Holders may depute any other person to attend such meetings. The expenses incurred by the Debenture Holders in this connection shall be borne and payable by the Company.

iv. The Observer shall be entitled to report the proceedings of all such meetings

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to the Debenture Holders.

v. The appointment/removal of the Observer shall be communicated to the Company by a notice in writing by the Debenture Holders addressed to the Company and shall (unless otherwise indicated by the Debenture Holders) take effect forthwith upon such a notice being delivered to the Company.

vi. The Company shall ensure that the Observer shall be entitled to the same indemnities as the directors on its board of directors and that the Observer shall be indemnified by the Company against any liabilities, losses, damages, claims, penalties, judgments, suits, costs and expenses arising as a result of its actions pursuant to appointment as an Observer.

9. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF

9.1 Events of Default

(a) Any one of the following shall constitute an Event of Default under this Deed:

i. Failure on the part of the Company and/or the Security Providers to satisfy all or any part of Debenture Payments in relation to the Debentures or otherwise under the Transaction Documents when it becomes due.

ii. Violation or breach of any covenants of the Company or any of the Security Providers under any of the Transaction Documents.

iii. Any or all of the representations and warranties provided by the Company and/or the Security Providers as set out in any Transaction Document and/or any information provided by the Company and/or the Security Providers is untrue, incomplete, incorrect or misleading and/or any material information has been concealed from the Debenture Holders by the Company which may lead to an event of default.

iv. Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests purported to be created thereby being jeopardized or endangered in any manner whatsoever, or any other obligations purported to be secured thereby or any part thereof being disaffirmed by or on behalf of the Company or any other party thereto.

v. Occurrence of any material event which may jeopardize the recovery of any Financial Indebtedness of the Company and / or any of the Security Providers.

vi. Revocation, termination or suspension of any Clearances of the Company and / or any of the Security Providers.

vii. Revocation, termination, suspension or breach by the Company of the terms and conditions provided in any Consents pertaining to the Project.

viii. **Unlawfulness and invalidity**

A. It is or becomes unlawful for the Company and / or any of the Security Providers to perform any of their respective obligations under the Transaction Documents, or if the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect.

B. Any Transaction Document, or any obligation of the Company and/or the Security Provider under any Transaction Document to which it is a party,

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is not or ceases to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Debenture Holders under the Transaction Documents.

C. Any Transaction Document or any security ceases to be in full force and effect or is alleged by any party to it to be ineffective for any reason.

ix. The Company and/or any of the Security Providers repudiates a Transaction Document to which it is a party or evidences an intention to repudiate Transaction Documents to which it is a party.

x. Any event or any Series of events occur, which, in the opinion of the Debenture Trustee, might have a Material Adverse Effect and/or affects the Company's or any of the Security Provider's ability to comply with its obligations under the Transaction Documents.

xi. The Company and / or any of the Security Providers creates or intends to or attempts to create any charge on any of the assets which form part of the Security Interest without prior written consent of the Debenture Trustee or the Debenture Holders.

xii. **Security In Jeopardy**

If, in the opinion of the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee), any of the Security Interest is in jeopardy, under threat or ceases to have effect.

xiii. **Auditors' Qualification**

Any report provided by the auditors of the Company contains a material qualification.

xiv. **Seizure**

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All or any part of the undertaking, assets, rights or revenues of the Company and/or Security Provider are seized, nationalised, expropriated or compulsorily acquired by or under the authority of any government or Governmental Authority without the payment of adequate compensation.

xv. **Cross Default**

A. Any Financial Indebtedness of the Company, towards any loan granted by any Person is not paid when due and the applicable cure period has lapsed without the Company and/or any of the Security Providers, as the case may be, making payment of the overdue amount in full.

B. Any Financial Indebtedness of the Company, towards any loan granted by any Person, as the case may be, is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

C. Any Person, which becomes a creditor of the Company, as the case may be, becomes entitled to declare any Financial Indebtedness of the Company to be due and payable prior to its specified maturity as a result of an event of default (however described).

D. Any commitment owed to any Person for/in connection with any Financial Indebtedness of either the Company, as the case may be, is cancelled or suspended by a creditor of the Company, as the case may be, as a result of an event of default (however described).

E. The Company and/or any of the Security Providers , as the case may

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be: (i) is unable to or admits inability to repay its Financial Indebtedness owed to any creditor as they fall due; or (ii) suspends making payments on any of its Financial Indebtedness to any creditor, by reason of actual or anticipated financial difficulties.

xvi. The Company and/or any of the Security Providers cease or threaten to cease to carry on its respective business.

xvii. Any corporate action, legal proceeding or other procedure or step is taken in relation to the Company and/or the Security Providers (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) in relation to:

A. the suspension of payments, a moratorium of any indebtedness, winding-up, insolvency, dissolution, administration or reorganisation of the Company and/or any Security Provider with an intention of winding up or liquidating or declaring insolvent (by way of voluntary arrangement, scheme of arrangement or otherwise); or

B. a composition, compromise, assignment or arrangement or re-scheduling of any Financial Indebtedness with any creditor of the Company and/or any Security Provider; or

C. the appointment of a liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company and/or any Security Provider or any of its assets; or

D. enforcement of any security over any assets of the Company and/or any Security Provider.

xviii. Any legal proceedings have been initiated or commenced for recovery of any Financial Indebtedness of the Company and/or the Security Providers.

xix. Any application is filed by the Company and/or any Security Provider, or any financial creditor (*as defined under the IBC*) or an operational creditor (*as defined under the IBC*) of the Company and/or any Security Provider before the relevant authority under the IBC and (i) the same has not been quashed or dismissed within 14 (Fourteen) days from the date of filing and / or (ii) the same has been admitted by the relevant authority.

xx. Any Governmental Authority having condemned, nationalized, seized or otherwise expropriated all or any part of the material assets of the Company and/or any of the Security Providers, or having assumed custody or control of the business or operations of the Company and/or the Security Providers, or having taken any action for the dissolution of the Company, or any action that would prevent it or its officers from carrying on its business or operations or a substantial part thereof.

xxi. Any Governmental Authority takes any action to prevent the Company and/or any of the Security Providers from conducting any of its businesses or carrying out its operations in any manner.

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xxii. Any material Clearance of the Company and/or any of the Security Providers is revoked, terminated or suspended.

xxiii. Any default or non-compliance by the Company under the documents pertaining to the Project, which in the opinion of the Debenture Trustee and/or the Debenture Holders' Nominee might have a Material Adverse Effect.

xxiv. **Taxes**

Non-payment of undisputed Taxes by the Company and/or by any of the

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Security Providers within the stipulated timelines under applicable Laws.

xxv. **Exclusive Receivables**

A. Any or all of the Exclusive Receivables are not deposited in the relevant Project Account by the Company and/or any Security Provider.

B. Any or all of the Pass Though Charges are not deposited in the Pass Though Account by the Company and/or any Security Provider.

xxvi. If one or more judgments or decrees have been rendered or entered against the Company and/or any of the Security Providers, and such judgments or decrees are not vacated, discharged or stayed for a period of 15 (Fifteen) Business Days or such other period as may be stipulated by the Debenture Trustee.

xxvii. **End Use**

All or any part of the Subscription Amounts is not utilised or is not being utilized for the intended End Use.

xxviii. **Stipulated Security Cover**

Failure to maintain the Stipulated Security Cover or failure of the Company to provide additional security, as may be acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) in terms of Clause 4.8 of this Deed so as to maintain the Stipulated Security Cover.

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xxix. **Stipulated Receivables Cover**

Failure to maintain the Stipulated Receivables Cover, as may be acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) in terms of Clause 4.9 of this Deed.

xxx. **Extra ordinary circumstances**

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Any extra-ordinary circumstances have occurred which in the sole determination of the Debenture Trustee (acting on instructions of the Debentures Holders' Nominee) makes it impractical for the Project or any part of it to be carried out and for any Security Provider to fulfil any of its obligations under the Transaction Documents.

One or more events, conditions or circumstances have occurred or exist having, in the sole determination of the Debenture Trustee (acting on instructions of the Debentures Holders' Nominee), material impact on the viability of the Project or any of them and such events, conditions or circumstances continue to have effect for a period exceeding 60 (Sixty) calendar days.

If any material fact has been concealed and/or become subsequently known in the sole determination of the Debenture Trustee (acting on instructions of the Debentures Holders' Nominee).

xxxi. **Change in Control**

Any change in the Promoters' ownership / control of the Company.

xxxii. **Default under SP Debenture Documents**

Occurrence of any event of default or other event of default (as defined in the

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SP Debenture Documents) under the SP Debenture Documents.

(b) The Company and each Security Provider shall promptly notify the Debenture Trustee in writing upon becoming aware of any Event of Default and any event which may constitute (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

9.2 Consequences of an Event of Default

(a) On and at any time after the occurrence of an Event of Default or the occurrence of any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, then, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee), the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) shall be entitled to exercise any of the powers mentioned below:

i. accelerate the redemption of the Debentures and declare that all or part of the Debentures, together with the Redemption Premium and all other amounts accrued or Debenture Payments outstanding under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable;

ii. exercise any other right that the Debenture Trustee and/or Debenture Holders may have under the Transaction Documents or under the Law;

iii. appropriate the monies available in the Project Accounts towards the dues payable to the Debenture Holders;

iv. sell/ transfer/ alienate/ realize the monies out of the Security Interest in any manner as the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) deems fit;

v. exercise any other rights set out in the Transaction Documents; and

vi. exercise any other right that the Debenture Trustee and/or Debenture Holder(s) may have under the Transaction Documents or under applicable Law.

(b) All Expenses incurred by Debenture Trustee/ Debenture Holders, including in connection with: (i) preservation or enforcement of the Security Interest, and (ii) collection of amounts due under this Deed and the other Transaction Documents, shall be borne by the Company.

(c) In addition to the above, so long as there shall be an Event of Default, the Company shall pay the Default Interest until such Event(s) of Default is/ are rectified, without any prejudice to the remedies available to the Debenture Holder(s) on the occurrence of the Events of Default.

(d) **Major Decisions**

Notwithstanding anything contained in this Deed, no action or decision (including any steps being commenced or taken for any action or decision) relating to any of the Major Decisions set out in the **Schedule 13** (*Major Decisions*) hereunder shall be proposed, taken or given effect to or acted upon (whether by the Board, any director, any committee, the senior management or the shareholders of the Company, or any of the employees, officers, managers of the Company) unless the prior written consent of the Debenture Trustee is obtained. The Company hereby undertakes that any Major Decision required to be taken, shall not be deemed to be valid unless the

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

Debenture Trustee has given its assent in writing to such Major Decision/s.

10. MISCELLANEOUS

10.1 Indemnification

(a) Without prejudice to the other rights of the Parties under this Deed or applicable Law, the Company and the Security Providers ("**Indemnifying Party**") hereby agree and undertake to jointly and severally indemnify, defend and to hold the Debenture Holders, their respective Affiliates and their respective directors, officers, employees, attorneys, associates or agents, including the Debenture Holders' Nominee (each an "**Indemnified Party**") harmless and indemnified to the fullest extent permitted by Law, from and against any and all losses, liabilities, claims, damages, proceedings, penalties, judgments, Taxes and Expenses (including reasonable fees, disbursements and other charges of counsel which may be incurred by the Indemnified Party in any action between the Indemnifying Party and the Indemnified Party or between the Indemnified Party and Governmental Authority or between the Indemnified Party and any Person), incurred or suffered by the Indemnified Party (collectively, "**Losses**") arising in connection with or as a result of:

i. Any representations or warranties of Indemnifying Party being or becoming incorrect, or any undertakings or covenants as contained in this Deed being breached by such Indemnifying Party;

ii. Any non-compliance, with the material provisions of this Deed;

The indemnification rights of the Indemnified Party under this Deed are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

10.2 Amendments and Waivers

(a) Any provision of this Deed may be amended or waived if, and only if such amendment or waiver is in writing and duly signed by the Debenture Trustee (and consented to in writing by the Debenture Holders' Nominee).

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(b) No waiver by the Debenture Trustee of any term or condition of this Deed, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Deed on any future occasion.

(c) No delay in exercising or omitting to exercise any right, power or remedy accruing to the Debenture Trustee/ Debenture Holders upon any default or otherwise under this Deed and/or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Debenture Trustee/ Debenture Holders in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Debenture Trustee/ Debenture Holders in respect of any other default.

10.3 Confidentiality

The Company, the Security Providers and its Affiliates shall keep confidential and shall ensure that its respective directors, officers, employees, agents, consultants and advisers of each party and their respective Affiliates (together "**Representatives**") keep confidential any Confidential Information relating to the Debenture Holders that has come to the knowledge of the Company or the Security Providers or the Representatives pursuant to this Issue and the performance of the actions contemplated in relation thereto.

10.4 Notices

(a) Unless otherwise provided herein, all notices or other communications to be given

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shall be made in writing and 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 registered mail with acknowledgment due, postage prepaid, or (c) sent by e-mail.

(b) **Delivery**

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

i. if by way of letter, in the case of personal delivery, when delivered or 3 (Three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, and being addressed to the address of such Party as detailed out in this Clause; or

ii. if by way of e-mail being sent to the email address of such Party provided herein, 1 (One) Business Day from the date of sending such e-mail.

(c) The particulars of each Party for the purposes of serving notices shall be as follows:

i. In case of Debenture Trustee:

Attention	:	Anjalee Athalye
Address	:	Asian Building Ground Floor, 17, R, Kamani Marg, Ballard Estate, Mumbai 400 001
Telephone	:	022 – 40807018
Email	:	anjalee@idbitrustee.com

ii. In case of the Company:

Attention	:	Mr. Atithi Patel
Address	:	43/11, Raja Bahadur Building, Tamarind Lane, Fort, Mumbai - 400001
Telephone	:	+91 22 22652655
Email	:	atithi.patel@ariisto.com

iii. In case of the Personal Guarantors and Pledgors:

Attention	:	Mr. Atithi Patel/Mr. Hiren Patel
Address	:	43/11, Raja Bahadur Building, Tamarind Lane, Fort, Mumbai - 400001
Telephone	:	+91 22 22652655
Email	:	atithi.patel@ariisto.com

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(d) If a receipt of notice or other communication occurs before 02.00 pm on a Business Day, the notice shall be deemed to have been received on that day and, if the receipt occurs after 02.00 pm on a Business Day the notice shall be deemed to have been received on the next Business Day.

(e) The postal address or email address for serving notices can be changed by any Party by properly serving notices on the other Parties informing them of the changes of

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address.

(f) In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under this Deed, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Deed.

(g) Copies of all notices received by the Debenture Trustee from the Company and/or from any other Person shall be forthwith forwarded by the Debenture Trustee to each of the Debenture Holders at their address as may have been provided to the Debenture Trustee by such Debenture Holders.

(h) Any notice given under or in connection with this Deed must be in English.

10.5 Disputes and Governing Law

(a) The Debentures, this Deed and the other Transaction Documents are governed by and shall be construed in accordance with the Laws of India.

(b) Jurisdiction of Indian courts

i. The Parties agree that the courts and tribunals in Mumbai India, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed. The Debenture Trustee may, in its absolute discretion, commence any legal action or proceeding arising out of this Deed in any court, tribunal or any other appropriate forum in India and the Company hereby consents to that jurisdiction.

ii. To the extent that the Company may, in any jurisdiction, claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Company irrevocably waives such immunity and agrees not to claim such immunity.

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10.6 Counterparts

(a) This Deed may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument and each of them shall be an independent agreement.

(b) In light of the fact that there are certain obligations of the parties concerning and relating to this Issue in terms of this Deed and the Debentures which pertain to the Debenture Holders, the proposed Debenture Holders may acknowledge this document as a confirming party, to confirm its rights hereunder.

10.7 Time is of Essence

Time is of the essence for the performance of all obligations in this Deed and the other Transaction Documents.

10.8 Severability

Any provision in this Deed, which is or may become prohibited or unenforceable in India, shall, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in India. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same commercial effect as that which it replaces.

10.9 Costs and Expenses

All costs and Expenses arising out of the issuance of the Debentures (including but not limited

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to any amounts payable under Law as stamp duty on the issuance of the Debentures or creation of the Security Interest or any other security (including but not limited to any amounts payable under Law such as stamp duty and registration charges in relation thereto) as well as all costs and expenses arising out of the negotiation, preparation and execution of this Deed, Transaction Documents or any other agreement, document or other writings executed pursuant to the provisions of this Deed shall be solely borne by the Company and the Company shall reimburse to the Debenture Trustee (upon a demand being made in this regard) any amounts expended by the Debenture Trustee in this behalf.

10.10 Limitation on Rights of Others

Nothing in this Deed, whether express or implied, shall be construed to give to any Person, other than the Debenture Trustee and the Debenture Holders, any legal, beneficial or equitable right, remedy or claim under or in respect of this Deed, any covenants, conditions or provisions contained herein or in the other Transaction Documents, the trust created hereunder or under any other Transaction Document or any security to be created by the Company or any Security Provider or any other Person in favour of the Debenture Trustee. All such rights, remedies and/or claims are, and shall be construed to be, for the sole and exclusive benefit of the Debenture Holders.

10.11 Entire Agreement

This Deed and all exhibits, annexure(s) and schedules hereto embody the complete agreement and understanding among the Parties with respect to the matters covered therein and supersede and pre-empt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have been related to such matters.

10.12 Disclosures to Credit Sharing Agencies

(a) Upon the occurrence of any Event of Default, the Debenture Trustee/ Debenture Holders shall have an unqualified right to disclose or publish the details of the default and the name of the Company and of its directors as defaulters as may be required by applicable Law.

(b) The Company hereby agrees and gives consent for the disclosure by the Debenture Trustee/ Debenture Holders/ to RBI/ CIBIL and/or any other credit sharing agency authorized in this behalf by the RBI, of all information and data relating to the Company or to the Debentures or defaults, if any, as may be mandated by applicable Law to CIBIL, or any institution or any other agencies authorized in this behalf by the RBI.

(c) The Company hereby further agrees that:

i. CIBIL, or any institution or any other agency so authorized by the RBI may use, process the said information and data disclosed by the Debenture Trustee/ Debenture Holders; and

ii. CIBIL, or any institution or any other agency may furnish on consideration, the processed information and data or products thereof prepared by them to banks, financial institutions and other credit grantors as may be specified by the RBI in this behalf.

10.13 Consequence of Illegality or Change in Control

Notwithstanding anything contained in this Deed, in the event, pursuant to a change in applicable Law, it becomes unlawful for the Debenture Holders to subscribe to/ hold the Debentures ("**Illegality**") or in case any event, offer or any document pursuant to which a change in control of the Company or any of the subsidiaries of the Company and/or any of the Security Providers, which may be considered material by the Debenture Trustee (acting on the instructions of the Debenture Holders' Nominee) occurs ("**Event of Change in Control**"), the Debenture Holders shall promptly notify the Company of such Illegality or Event of Change in Control. Thereafter, the Debenture Holders and the Company shall agree on a date, no later than 30 (Thirty) calendar days from the date of intimation by the Debenture Holders to the Company of the occurrence of the Illegality or Event of Change in Control, for redeeming the

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Debentures held by the Debenture Holders. On such date, the Company hereby agrees to ensure that all payments to be made by the Company in respect of the Debentures, including but not limited to any accrued but unpaid Redemption Premium and all other Debenture Payments, are fully satisfied to the satisfaction of the Debenture Holders.

10.14 Calculations and Certificates

Any calculations, certificate or determination of the Debenture Trustee, or any amount payable under this Deed shall, in the absence of blatant error, be binding on the Company, unless proved to the contrary by the Company. The entries made in accounts/ account book/ records of the Debenture Trustee/ Debenture Holders maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by a designated officer(s) of Debenture Trustee, shall be final and binding on the Company. Such entries and/or statements shall be prima facie evidence of the existence and amount of obligations of the Company as therein recorded in respect of the Debentures.

10.15 Conflict

It is hereby clarified under this Deed that in case of any conflict or inconsistency between the provisions of this Deed or any other agreement whether present or in the future (by whatever name called) executed in relation to the Issue, the provisions of this Deed shall prevail and be binding on the Parties.

10.16 Further Assurances

Each Party shall co-operate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Deed.

10.17 Increase in cost

If the result of any change in or introduction of or in the interpretation of any Law or any regulation or practice including, without limitation those relating to taxation, capital adequacy, liquidity, prudential limits, reserve assets, cash ratio deposits and special deposits has the effect of increasing the cost or expenses on the Debenture Holders in holding the Debentures, the Company shall, on demand by the Debenture Holders, pay the Debenture Holders such additional cost or expenses so incurred, within 15 (Fifteen) Business Days from the date of such demand.

10.18 SARFAESI ACT

Notwithstanding anything to the contrary contained in this Deed, in case the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") are available / made available at any point in time to the Debenture Trustee and/or any of the Debenture Holder/ Investor or any new law having been passed or any amendment having been made to existing law, so as to apply to the Debenture Trustee and / or all or any of the Debenture Holder/ Investor, such that the any of the Debenture Trustee and / or the Debenture Holder/ Investor or any one of them is able to enforce the Security pursuant to the provisions of the SARFAESI Act or proceed to recover the Debenture Payments due and owing to them or to any of the Debenture Holder/ Investor from the Company and / or any of the Security Providers pursuant to the provisions of the SARFAESI Act, the Company hereby expressly agrees and consents that the Debenture Trustee and / or such the Debenture Holder/ Investor shall be entitled to exercise the rights available to them under the SARFAESI Act thereunder upon occurrence of an Event of Default.

10.19 Survival

Notwithstanding the termination of this Deed in any manner, the provision of following clauses shall survive such termination: Clause 10.1 (*Indemnification*), Clause 10.4 (*Notices*), Clause

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10.5 (*Disputes and Governing Law*) and Clause 10.9 (*Costs & Expenses*).

11. APPOINTMENT OF DEBENTURE HOLDERS' NOMINEE

11.1 Appointment:

The Debenture Holders Nominee shall be IIFL AMC or any of its Affiliates/ subsidiaries ("**Debenture Holders' Nominee**") and in relation thereto the Debenture Holders of the Debentures shall issue a nomination letter duly executed by such Debenture Holders and IIFL AMC to the Debenture Trustee ("**Debenture Holders' Nomination Letter**"). The Parties agree that the Debenture Holders' Nominee shall be entitled to:

(a) execute and deliver all documents, agreements, instruments and certificates contemplated by this Deed to be executed and delivered by the Debenture Holders;

(b) to take whatever action shall be required to be taken by the Debenture Holders by the terms and provisions of this Deed, to exercise their rights and perform their duties and obligations under the Transaction Documents;

(c) subject to the terms and provisions of this Deed, to take such other actions in connection with the foregoing as the Debenture Holders may from time to time direct.

11.2 Resignation

(a) The Debenture Holders' Nominee may, at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the nominee by providing a notice of at least 10 (Ten) calendar days in this regard.

(b) The Debenture Holders shall upon receipt of notice of resignation issued by the Debenture Holders' Nominee take prompt steps to appoint another entity competent to act as a nominee for and on behalf of the Debenture Holders.

11.3 Removal

The Debenture Holders which shall represent at least 100% (One Hundred Percent) of the value of the nominal amount of the Debentures for the time being outstanding may after giving not less than 90 (Ninety) Business Day notice in writing to the Debenture Holders' Nominee, remove the Debenture Holders' Nominee.

11.4 Indemnity

The Parties agree that the Debenture Holders' Nominee shall not be, in any manner whosoever, liable for any loss or damage that the Company and/or the Debenture Trustee and/or the Debenture Holders (or any of them) may claim to have suffered or incurred, either directly or indirectly or consequential, by reason of any act, decision, conduct, action or inaction of the Debenture Holders' Nominee, in any manner, whatsoever.

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SCHEDULE 1: FINANCIAL CONDITIONS

SR No.	PARTICULARS	TERMS
1.	**End Use**	Proceeds realized by the Company from the issuance of the Debentures shall be utilized *inter-alia* towards General corporate purposes.
2.	**Maturity Date / Redemption Schedule**	Subject to early redemption on an Early Repayment Date, in terms of this Deed, the Maturity Date for the Debentures shall be the date falling on the expiry of 60 (sixty) months from the Allotment Date.
3.	**Moratorium Period**	NA
4.	**Principal Payment Dates**	The Principal Amount of the Debentures issued under each series/tranche shall, subject to any early payment in accordance with the terms of this Deed, be repaid, by way of a bullet repayment, on the Maturity Date pertaining to such Series.
5.	**Coupon**	NA
6.	**Default Interest**	A default interest at a rate of 18% (Eighteen Percent) per annum (**"Default Interest"**), compounded quarterly, shall be payable upon the occurrence of the following events: (i) In case of any delay or default in making any Debenture Payments on the respective Due Dates, all such amounts shall carry Default Interest for the period commencing from such Due Dates and expiring on, but not including, the date on which the defaulted amounts together with the Default Interest in relation thereto has been paid to the relevant Debenture Holders; and / or (ii) Upon occurrence of any Event of Default, all Debenture Payments due and payable in relation to the Debentures shall carry Default Interest from the date of occurrence of such Event of Default: (a) till the date such non-compliance is cured within the cure period if any for such Event of Default; or (b) till the Final Settlement Date, in any other case. The Default Interest shall be calculated on daily basis for the period of default. The Default Interest shall be payable over and above the Redemption Premium payable in relation to the Debentures. For avoidance of doubt, levy of Default Interest shall not be in any manner be a waiver of any of the rights of the Debenture Holders and / or the Debenture Trustee upon occurrence of an Event of Default.
7.	**Redemption Premium**	A redemption premium shall be payable to the Debenture Holders (**"Redemption Premium"**), on the Debentures being redeemed and / or prepaid in terms of this Deed which shall be such amounts so as to give the Debenture Holders: i. an IRR of 19% (Nineteen Percent) on the Overall Amount, which IRR shall be calculated using the XIRR function available on Microsoft Excel. For abundant caution, it is hereby clarified that any amounts paid to the Debenture Holders as Default Interest shall not be taken into consideration while calculating the Redemption Premium amount; Provided However That amounts received by the Debenture Holders towards payment of the [outstanding amounts/redemption premium] in relation to the SP Debentures under the SP Debenture Documents shall be adjusted by the Debenture Holders against the Redemption Premium payable hereunder, and the Company shall be liable to pay the differential amount so as to give the Debenture Holders an IRR of 19% on the Overall Amount.

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		For avoidance of doubt, it is hereby clarified that if SP Debentures are not redeemed by Stonebricks at agreed IRR on the Final Settlement Date (as defined in the SP Debenture Documents) due to any default attributable to Stonebricks, in such event, for the purposes of calculation of the Redemption Premium under this Deed, the Debenture Trustee may assume that the Debenture Payments (as defined in the SP Debenture Documents) under the SP Debenture Documents as per the agreed IRR have been made on Final Settlement Date (as defined in the SP Debenture Documents).

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SCHEDULE 2: CAPITAL STRUCTURE AND SHAREHOLDING PATTERN

Part A- Capital Structure of the Company

S.No.	Particulars	Type of Shares	No of Shares	Face Value	Amount (Rs)
1	Authorized Capital	Equity	10,00,000	10	100,00,000/-
2	Issued, Subscribed and Paid up Capital	Equity	10,00,000	10	100,00,000/-

Part B - Shareholding Pattern of the Company

S. No.	Share Holder's Name	Type of Shares	No. of Shares	Face Value per Share (Rs.)	Paid up value per shares(Rs.)	Total Paid up value (Rs)
1.	Mr. Atithi Narendra Patel	Equity	90,000	10	9,00,000	9,00,000
2.	Mr. Hiren Narendra Patel	Equity	90,000	10	9,00,000	9,00,000
3.	Aristo Housing Infrastructure Private Limited	Equity	1,80,000	10	18,00,000	18,00,000
4.	Mr. Hasu Narendra Patel	Equity	1,60,000	10	16,00,000	16,00,000
5.	Ms. Parul Hiren Patel	Equity	1,60,000	10	16,00,000	16,00,000
6.	Ms. Dipali Atithi Patel	Equity	1,60,000	10	16,00,000	16,00,000
7.	Ms. Shinali Bhavesh Sangar	Equity	1,60,000	10	16,00,000	16,00,000
		Total	10,00,000		100,00,000	

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		ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI	

SCHEDULE 3: MEETINGS OF DEBENTURE HOLDERS

The following provisions shall apply to the meetings of the Debenture Holder(s):

1. The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall at the request in writing of the Holders of Debentures representing not less than 1/10th (One Tenth) of the Debentures for the time being outstanding, convene a meeting of the Holders of Debentures or the happening of any event, which constitutes a breach, default or which in the opinion of the Debenture Trustee affects the interest of the Debenture Holders. Any such meeting shall be held at such place in the city where the registered office of the Company is situate or at such other place as the Debenture Trustee shall determine.

2. (i) A meeting of the Debenture Holder(s) may be called by giving not less than 7 (Seven) calendar days' notice in writing.

   (ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i) above, if consent is accorded thereto by Debenture Holders representing not less than 75% (Seventy Five Percent) of the Debentures for the time being outstanding.

3. (i) Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

   (ii) Notice of every meeting shall be given in the manner as authorised by the Act as pertaining to the service of documents on the members of the Company to the following Persons:-

   (a) every Debenture Holder;

   (b) the Persons entitled to the Debentures in consequence of death or insolvency of any of the Debenture Holder(s), by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the Persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and

   Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the registered office of the Company under the Act, the statement of material facts referred to in the Act need not be annexed to the notice as required by Section 102 but it shall be mentioned in the advertisement that the statement has been forwarded to the Debenture Holder(s) in question.

4. The accidental omission to give notice to, or the non-receipt of notice by, any Debenture Holder(s) or other Person to whom it should be given shall not invalidate the proceedings at the meeting.

5. (i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director and the Manager, if any.

   (ii) Where any item of business relates to the approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

6. (i) A minimum of Debenture Holder(s) holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures for the time being outstanding, personally present shall be the quorum for the meeting of the Debenture Holders. Provided however it is clarified that if any Debenture Holder is a Promoter, or a Person forming part of the Company's group/ Related Party of the Company and/or any Related Party of the Promoters, the

Mr. Atithi Patel	Mr. Hiren Patel	MIRPL	Debenture Trustee

Debentures held by such Debenture Holder shall not carry any right to vote.

(ii) If, within half an hour from the time appointed for holding a meeting of the Debenture Holder(s), a quorum is not present, the meeting, if called upon the requisition of the Debenture Holder(s) shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine.

7. (i) The Debenture Holders' Nominee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.

(ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act.

(iii) If some other Person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.

8. The Debenture Trustee and the Directors of the Company and their respective representatives may attend any meeting but shall not be entitled as such to vote thereat.

9. At any meeting, a resolution put to the vote of the meeting shall be decided by way of a poll.

10. At every such meeting each Debenture Holder(s) shall be entitled to 1 (One) vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II MUMBAI SUBURBAN DIST. (BANDRA)

(i) Any Debenture Holder(s) entitled to attend and vote at the meeting shall be entitled to appoint another Person (whether any of the Debenture Holder(s) or not) as his proxy to attend and vote instead of himself.

(ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that any of the Debenture Holder(s) entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be one such Debenture Holder(s).

(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notary certified copy of the power of attorney shall be deposited at the registered office of the Company not less than 48 (Forty Eight) hours before the time for holding the meeting or adjourned meeting at which the Person named in the instrument proposes to vote or in case of a poll, not less than 24 (Twenty Four) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

(iv) The instrument appointing a proxy shall:-

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(a) be in writing; and

(b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised for it.

(v) The instrument appointing a proxy shall be in any of the forms set out in Form MGT-11 of Companies (Management and Administration) Rules, 2014 or any other form as per the Act (or rules formulated thereunder), and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the articles of association of the Company.

(vi) All Debenture Holder(s) are entitled to vote at a meeting of the Debenture Holder(s) of the Company on any resolution to be moved there at shall be entitled during the period beginning 24 (Twenty Four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

3 (Three) calendar days' notice in writing of the intention so to inspect is given to the Company.

12. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debentures in respect of which the proxy is given. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

13. On a poll taken at any meeting of the Debenture Holder(s), any of the Debenture Holder(s) entitled to more than 1 (One) vote or his proxy or other Person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.

14. (i) When a poll is to be taken, the Chairman of the meeting shall appoint 2 (Two) scrutinizers to scrutinize the votes given on the poll and to report thereon to him.

(ii) The Chairman shall have the power, at any time before the result of the poll is declared, to remove a scrutinizer from office and to fill vacancies in the office of scrutinizer arising from such removal or from any other cause.

(iii) Of the 2 (Two) scrutinizers appointed under Sub-Clause (i) above, one shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.

15. (i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

16. In the case of joint Debenture Holder(s), the vote of the Person whose name appears first in the register of Debenture Holder(s) shall be accepted to the exclusion of the other joint-holder or holders.

17. The Chairman of a meeting of the Debenture Holder(s) may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

18. In the case of equality of votes, the Chairman of the meeting, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder(s).

19. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

20. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

21. A meeting of the Debenture Holder(s) shall be entitled to discuss matters and arrive at decisions in respect of all such items for which the consent of the Debenture Holder(s) would be required in terms of the Transaction Documents.

22. The powers set out in Clause 21 hereof shall be exercisable by a resolution passed at a meeting of the Debenture Holder(s) duly convened and held in accordance with the provisions herein contained and carried by the Debenture Holder(s) by a majority representing not less than 75% (Seventy Five Percent) in value of the votes cast on such poll. Provided however, it is clarified that if any Debenture Holder is a Promoter, or a Person forming part of the Company's group/ Related Party of the Company and/or any Related Party of the Promoters, the Debentures held

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL MUMBAI	Debenture Trustee

by such Debenture Holder shall not carry any right to vote.

23. A resolution, passed at a general meeting of the Debenture Holder(s) duly convened and held in accordance with these presents shall be binding upon all of the Debenture Holder(s), whether present or not at such meeting, and each of the Debenture Holder(s) shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

24. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Debenture Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such resolutions were passed or proceeding held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken. In the event that the Chairman shall expire or otherwise be unable to sign the minutes in accordance with the above, the second nominee of the Debenture Trustee shall sign the minutes on behalf of the Chairman and such signed minutes shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made.

25. Notwithstanding anything herein contained, it shall be competent for all the Debenture Holder(s) to exercise the rights, powers and authorities of the Debenture Holder(s) under this Deed by a letter or letters signed by or on behalf of the Debenture Holder(s) without convening a meeting of the Debenture Holder(s) as if such letter or letters constituted a resolution passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

A meeting of the Debenture Holders shall have the following powers exercisable by a simple resolution:

(a) Following the occurrence of an Event of Default, to direct the Debenture Trustee to:

i. declare that the Debentures are, and they shall, accordingly, thereby become, immediately due and payable in an aggregate amount equal to the Early Repayment Amount for each Debenture together with the Redemption Premium and all other amounts payable in respect thereof in accordance with the Transaction Documents;

ii. declare that the security created pursuant to the Transaction Documents has become enforceable; and

iii. instruct the Debenture Trustee to enforce any security created pursuant to the Transaction Documents in accordance with the terms thereof and exercise such other rights and remedies as may be available to the Debenture Trustee under applicable Law.

26. All other resolutions of the Debenture Holders at a meeting shall be by way of a majority resolution unless otherwise required under applicable Law.

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

SCHEDULE 4: CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

PART A: Conditions Precedent

The Company and each Security Provider shall have to fulfill the following conditions in order to be eligible to issue the Debentures:

1. An up-to-date certified true copy of the constitutional documents of the Company and each of the Security Providers (being its memorandum of association, articles of association, certificate of incorporation and (if applicable) certificate of commencement of business).

2. A certified true copy of a resolution of the board of directors of the Company and the Security Providers:

   a. approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party in accordance with the provisions of the Act;

   b. authorising a specified Person or Persons to execute the Transaction Documents to which it is a party on its behalf and authorizing the affixation of the common seal of the Company and/or the Security Provider (as applicable) on this Deed and other Transaction Documents; and

   c. authorising a specified Person or Persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Transaction Documents to which it is a party.

3. A certified true copy of a resolution of the shareholders of the Company authorizing the Company to issue the Debentures and execute the Transaction Documents in terms of Section 42 of the Companies Act, 2013.

4. A certificate from an independent practicing Chartered Accountant, in relation to the Company, certifying:

   a. the borrowing or securing the issue of Debentures under the Transaction Documents would not cause any borrowing or similar limit binding on the Company to be exceeded; the Company have not defaulted with any of the lenders in the past.

5. Consent letter from the Debenture Trustee to act as the trustee on behalf of the Debenture Holders.

6. Consent and no objection certificate as maybe required in relation to the Existing Borrowings of the Company (including but not limited to from the Existing Debenture Trustee and in relation to the Existing Borrowings) *inter alia* for issue of the Debentures and the creation of the security as contemplated in the Transaction Documents, in form and manner acceptable to the Debenture Trustee.

7. The following Transaction Documents duly executed (and where applicable duly adjudicated and registered) by each of the parties thereto in the form and manner satisfactory to the Debenture Trustee:

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   a. This Deed;
   b. Debenture Trustee Agreement;
   c. Promoter Option Agreement;
   d. Escrow Agreement;
   e. Personal Guarantee;
   f. Demand Promissory Note(s);
   g. Deed of Hypothecation;
   h. Share Pledge Agreement;
   i. Composite Undertaking; and
   j. Any powers of attorney and declarations issued in favour of the Debenture Trustee as

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

required in terms of the Transaction Documents mentioned above.

8. Execution of the Escrow Agreement and evidence that the Company has opened the NCD Account with the Escrow Bank to be operated in accordance with the terms of the Transaction Documents including the Escrow Agreement.

9. The Company shall have issued the Repayment Cheques, in favour of the Debenture Trustee for the benefit of the Debenture Holders for the amount equivalent to the Principal Amount of the Debentures together with the maximum Redemption Premium payable on the Overall Amount.

10. Creation of a first ranking *exclusive* charge by way of hypothecation over the Hypothecated Properties 1 in favor of the Debenture Trustee, in a form and manner satisfactory to the Debenture Trustee.

11. Signature verification of director/ all the authorized signatory/ies of the Company and the Security Providers.

12. Certified true copies of the latest shareholding pattern and list of directors of the Issuer and the Security Providers.

13. Certified copy of latest annual return (if any) of the Company and the Security Providers (wherever applicable) along with Registrar of Companies acknowledgement receipt.

14. Certified copies of the audited accounts of the Company and the Security Providers for a period ending on March 31, 2018, and provisional financial statements for a period ending on June 30, 2018, duly certified by a practicing independent Chartered Accountant.

15. Completion of "know your customer" ("**KYC**") checks of the Company and the Security Provider to the satisfaction of the Investors.

16. A net-worth certificate from a practicing chartered accountant, in form and manner as may be required by the Debenture Trustee, detailing out the net-worth of the Personal Guarantors.

17. A certificate of a director of each of the Company and the Security Providers certifying that:

    i. each copy of any document relating to it specified in this Schedule is correct, complete and in full force and effect as at a date no earlier than the date of the relevant Transaction Document to which it is a party and the Allotment Date;

    ii. borrowing or securing the issue of Debentures, as applicable, would not cause any borrowing, security or similar limit binding on it to be exceeded;

    iii. no Material Adverse Effect has occurred;

    iv. all representations and warranties made in any Transaction Document are true and correct;

    v. it has not defaulted with any of their lenders in the past;

    vi. powers of its board of directors have not been restricted / withdrawn in any general body meeting under Section 179(4) of the Companies Act, 2013;

    vii. no Event of Default or potential Event of Default has occurred or is continuing or would result from the proposed Issue;

    viii. that there are no circumstances, conditions or occurrences existing which could give rise or be expected to give rise, with the passage of time or otherwise, to or result in an Event of Default; and

    ix. it has no revenue or assets in any jurisdiction other than India.

18. Evidence satisfactory to the Debenture Trustee that all properties over which Security Interest

Mr. Atithi Patel	Mr. Hiren Patel	MARIPL	Debenture Trustee

is being created have a clear, marketable and unencumbered title.

19. Valuation Report of the Mortgaged Properties by an empanelled valuer of the Investors.

20. Submission of legal, accounting, technical and commercial due diligence report and a title search report with respect to each of the Mortgaged Properties.

21. Drawing up and submission of the initial Business Plan along with a detailed project report, in a form and manner satisfactory to the Debenture Trustee.

22. Obtaining saleable area and FSI certificate from architect for the Project to the satisfaction of the Debenture Trustee.

23. Satisfactory CIBIL report in respect of the Company, the Promoters and the Security Providers.

24. A stamped affidavit cum undertaking from the Company and each of the Security Providers that neither the Company nor the Security Providers nor any of their directors' names are appearing in the RBI defaulters' list or any other financial institution.

25. Technical evaluation report of the Project and the Mortgaged Properties.

26. Certified true copies of resolutions (in form and manner required by the Debenture Trustee) of the shareholders of each of the Security Providers confirming compliance with Section 185 of the Act along with a certificate from an independent practicing Chartered Accountant certifying *inter alia* that such resolutions are valid and subsisting and that the security to be provided by the Security Providers in terms of the Transaction Documents shall be in compliance with Section 185 of the Act.

27. Certified true copies of resolutions (in form and manner required by the Debenture Trustee) of the shareholders of each of the Security Providers in terms of Section 186 of the Act along with a certificate from an independent practicing Chartered Accountant certifying *inter alia* that such resolutions are valid and subsisting and that the security to be provided by the Security Providers in terms of the Transaction Documents shall be in compliance with Section 186 of the Act.

28. Certified true copies of resolutions (in form and manner required by the Debenture Trustee) of the shareholders of SEL in terms of Section 180(1)(a) of the Act along with a certificate from an independent practicing Chartered Accountant certifying *inter alia* that such resolutions are valid and subsisting and that the security to be provided by the Security Providers in terms of the Transaction Documents shall be in compliance with Section 180(1)(a) of the Act.

29. Receipt of a 'no encumbrance certificate' in relation to the Mortgaged properties, in a form and manner satisfactory to the Debentures Trustee.

30. Any other conditions as may be required by the Debenture Trustee.

PART B: Conditions Subsequent

12. At the earliest and in any event within 60 (Sixty) calendar days from the Allotment Date, permission of the Assessing Officer under the provisions of Section 281 of the Income Tax Act, 1961, in relation to creation of the Security Interest by the Company and the Security Providers (if applicable) in the manner contemplated by the Transaction Documents.

13. At the earliest and in any event within 1 (One) Business Day from the Allotment Date, letter (in form and manner required by the Debenture Trustee) from all Debenture Holders, appointing the Debenture Holders' Nominee.

14. At the earliest and in any event within 45 (Forty Five) calendar days from the Allotment Date of the Debentures, a certificate from an independent chartered accountant certifying the manner

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

of utilization/ End Use of the Subscription Amounts pertaining to the Debentures.

15. At the earliest and in any event within 15 (Fifteen) calendar days from the Allotment Date of the Debentures, a certified true copy by the company secretary of the updated Register of Debenture Holders and the updated register of beneficial holders of the Company.

16. Within a maximum period of 7 (Seven) days from the Allotment Date of the Series A Debentures, amendment of the articles of association of the Company, creating provision for creation and enforcement of the Pledged Securities (if applicable) by insertion of the following clause after clause 22 of the articles of association:
"22A. *Notwithstanding anything else contained in these Articles no transfer restriction shall be applicable in case of any transfer of shares pursuant to enforcement of any security and / or pledge created over the shares in favour of any lender, holder of security, debenture trustee, debenture holder and / or any agent or trustee appointed by them in relation thereto*"

17. Within a maximum period of 15 (Fifteen) days from the Allotment Date, perfection of the first ranking *pari passu* Mortgage created over the Mortgaged Properties by the Company and completion of all necessary form filings required to be made in relation thereto with the applicable authorities (including but not limited to Form CHG 9, or such other form as may be applicable, with the registrar of Companies).

18. Within a maximum period of 15 (Fifteen) days from the Allotment Date, perfection of the first ranking *exclusive* charge by way of hypothecation created over the Hypothecated Properties 1 and completion of all necessary form filings required to be made in relation thereto with the applicable authorities (including but not limited to Form CHG 9, or such other form as may be applicable, with the registrar of Companies).

19. Within a maximum period of 15 (Fifteen) days from Allotment Date, perfection of first ranking *exclusive* charge by way of hypothecation over the Hypothecated Properties 2 in favor of the Debenture Trustee, in a form and manner satisfactory to the Debenture Trustee and completion of all necessary form filings required to be made in relation thereto with the applicable authorities (including but not limited to Form CHG 9, or such other form as may be applicable, with the registrar of Companies).

20. Within a maximum period of 30 (Thirty) days from the Allotment Date, execution of the Escrow Agreement and opening of and making operational of Project Accounts (other than the NCD Account), in a form and manner satisfactory to the Debenture Trustee.

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee
		MUMBAI	ITSL

SCHEDULE 5: CONDITIONS PRECEDENT NOTICE

To,

____

[debenture trustee]
[*address to be inserted*]

Kind Attn: ______________________

Date: __________

Dear Sir,

Sub: Conditions Precedent Notice

Reference is made to the Debenture Trust Deed dated _______________ ("**Trust Deed**") executed by and between the Debenture Trustee and ____ ("**Company**").

In accordance with Clause 3.2 of the Trust Deed, we hereby notify you that we have complied with all the conditions precedent set out in Part _________ of Schedule 4 of the Trust Deed. Please find below the details of the documents evidenced herewith confirming such compliance.

[*insert details of the annexure*]

Capitalized terms not defined herein shall have the meaning assigned to such terms under the Trust Deed.

Yours sincerely,
For ______________________

Name:

Designation:

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST. (BANDRA)

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL MUMBAI	Debenture Trustee

SCHEDULE 6: HYPOTHECATED PROPERTIES

Part A: Details of Hypothecated Properties 1

The NCD Account and all rights, title, interests and benefits of the Company in the NCD Account, and all amounts lying in credit of such account and any investments made therefrom.

Part B: Details of Hypothecated Properties 2

(i) The Exclusive Receivables and all rights, title, interests and benefits of the Company and/or the Security Providers in the Exclusive Receivables and all bank accounts where the aforementioned Exclusive Receivables are held, and all amounts lying in credit of such account and any investments made therefrom;

(ii) The Project Accounts, and all rights, title, interests and benefits of the Company and Security Providers in such accounts (and all amounts lying in credit of such account and any investments made therefrom);

(iii) All right, title, interest and share of the Company relating to Exclusive Area in, without limitation, all moveable plant and machinery, equipment, hand tools electrical systems, electrical equipment, hardware, computer software, wiring, machinery spares, tools, meters, motor vehicles, accessories, fire and safety equipment, telephone and other communication equipment, all office equipment and furniture and any other movable assets whether attached or otherwise whether now belonging to or that may at any time may belong to the Company and/or the Security Providers and relating to the Exclusive Area and / or the Mortgaged Properties, and / or that may at present or hereafter be held by any person anywhere to the order and disposition of the Company and/or the Security Providers or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Company relating to Exclusive Area, AND ALL estate, right, title, interest, property, claims and demands whatsoever of the Company relating to Exclusive Area unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter;

(iv) All right, title, interest, benefit, claims and demands whatsoever of the Company and/or Security Providers in, to, under and/or in respect of the Exclusive Area and / or the Mortgaged Properties, both present and future, including but not limited to the agreements, clearances, licenses, permits, approvals, consents, rights, titles hereto in respect of the Exclusive Area and / or the Mortgaged Properties, including, without limitation, the right to compel performance thereunder, and to substitute, or to be substituted for, the Company and/or Security Providers thereunder, and to commence and conduct either in its own name or otherwise any proceedings against any person in respect of any breach of, the agreements, clearances, permits, approvals, consents and, including without limitation, rights and benefits to all amounts owing to, or received by, the Company and all claims thereunder relating to Exclusive Area; and

(v) All rights, title, interest and benefit of the Company and/or Security Providers in, to under and/or in respect of the insurance contracts with respect to the Exclusive Area and / or the Mortgaged Properties and the assets relating to the Exclusive and / or the Mortgaged Properties, both present and future, that the Company and/or the Security Providers is entitled to (along with endorsement by a loss payee clause in favour of the Debenture Trustee in a manner acceptable under applicable Law and acceptable to the Debenture Trustee) and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder which description shall include all properties of the above description that the Company in relation to Exclusive Area is entitled to whether presently in existence or acquired hereafter.

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

SCHEDULE 7: MORTGAGED PROPERTIES

the entire undertaking being 1,30,000 (One Lakh Thirty Thousand) square feet saleable area ("**Exclusive Area**") forming part of the project ("**Project**") to be developed on (i) all that piece and parcel of land admeasuring 12,512.48 square meters (approximately 3.09 acres) bearing CTS Nos. 128A/8A(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai within the registration district of Mumbai Suburban and (ii) all that piece and parcel of land admeasuring 49,865 square meters (approximately 12.32 acres) bearing CTS Nos. 128A/5(pt.), 128A/6(pt.), 128A/8(pt.) 128A/10, 128A/11(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai, within the registration district of Mumbai Suburban (collectively "**Project Land**" more particularly described in **Schedule 12** hereunder written and delineated on the plan thereof hereto annexed as **Annexure A** and shown bounded in red) **TOGETHER WITH** all rights, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever to and arising out of and in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area **TOGETHER WITH** the Exclusive Receivables or any part thereof including all cash flows, and/or bank accounts and the securities accounts together with benefit of all investments, assets and securities representing amounts on such accounts, belonging or anywise appurtenant or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant or receivable by the Company in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area and all the estate, right, title, property, benefits claim and demand whatsoever of the Company and every part thereof including but not limited to all present and future rents, profits, receivables, accounts and/or bank accounts and movable assets in relation to the Exclusive Area and/or Project / Project Land pertaining to the Exclusive Area under any agreements or contracts including insurance contracts and policies executed by the Company or any other person in relation to the Exclusive Area and/or Project /Project Land pertaining to the Exclusive Area.

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

SCHEDULE 8: EXCLUDED ACTIVITY

Web link for the Excluded Activity: *https://www.iiflfinance.com/exclusion-list*

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee
		MUMBAI	

SCHEDULE 9: EXISTING LENDERS AND EXISTING BORROWINGS

As stipulated in the Composite Undertaking

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
दुय्यम निबंधक बोरीवली क्र. २
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

SCHEDULE 10: LITIGATIONS As stipulated in the Composite Undertaking

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
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Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI

SCHEDULE 11: PUT OPTION PERCENTAGE

Year	Quarter (beginning from Allotment Date of Debentures)	Option Dates	Put exercised in the period
Year 5	20^{th}	30-Mar-24	100%

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०९६	९५	१९०
२०१९		

ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र.-२
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०९६	९५	१९०
२०१९		

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee
		MUMBAI	ITSL

SCHEDULE 12: DESCRIPTION OF THE PROJECT LAND

Part A

All the land admeasuring 12,512.48 square meters (approximately 3.09 acres) bearing CTS Nos. 128A/8A(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai, owned by Aristo Realtors Infrastructure Private Limited.

Part B

The land admeasuring 49,865 square meters (approximately 12.32 acres) bearing CTS Nos. 128A/5(pt.), 128A/6(pt.), 128A/8(pt.) 128A/10, 128A/11(pt.) of village Kandivali situated at Bunder Pakhadi Road, Kandivali (West), Mumbai, owned by MHADA.

THE SEAL OF THE SUB REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०८८	८७	१८०
२०११		

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI

SCHEDULE 13: MAJOR DECISIONS

i. Acquisition of any additional future property/ future project by the Company and/or undertaking the development / construction of any new property whether on an ownership basis or otherwise;

ii. To determine project capitalization and the terms of debt, including any guarantees required of the Company.

iii. To authorize or issue any securities, shares, or issue any right or privileges to acquire any shares or other securities and to set the offer price for such securities other than the securities issued under this Agreement and to set the terms thereof.

iv. Appointment of any the chief executive officer/ chief operating officer /chief finance officer/ company secretary/ any key managerial personnel / chief project manager/ chief of marketing and sales / senior management personnel (by whatever name called) of the Company;

v. To amend the Memorandum and Articles of Association of the Company.

vi. To increase or decrease the number of authorized or issued shares of the Company and any change in the terms of such share capital or change in the promoter's control or ownership of the Company.

vii. To authorize or make any payment of dividend to shareholders of the Company or repurchase/buyback, redemption, conversion or other acquisition of any securities of the Company or any cancellation of any securities and deciding on the terms and conditions thereof, including payment of any price.

viii. To authorize or enter into any reorganization, merger, consolidation, recapitalization or any kind of corporate restructuring or any business combination involving the Company.

To reclassify, convert or exchange any of the Company's shares of capital stock.

To authorize the creation dissolution or sale of any subsidiary of the Company, whether by formation, acquisition or otherwise.

xi. Creation, dissolution or sale of any stake in any joint venture of the Company;

xii. To authorize the Company to enter into any new business, suspend or cease any of its existing business or transfer all or a material portion of its business,

xiii. To authorize or enter into any transaction (including under trademark license agreements) with any affiliate of the Company.

xiv. To authorize or enter into any contract, including without limitation, any collective bargaining agreement, or any employment, management or consulting contract, providing for aggregate payments in excess of Rs. 1,00,000/- (Rupees One Lakh Only).

xv. To authorize any commencement of a dissolution, liquidation, bankruptcy, or voluntary winding up of the Company.

xvi. To authorize the commencement of any litigation by the Company involving an amount in excess of Rs. 1,00,000/- (Rupees One Lakh only) provided however, that no such consent shall be required in the event the litigation has been commenced (i) against the interests of a Party; (ii) in the normal course of business against any customer, vendor, employees or competitors of the Company;

xvii. To undertake any public offering of any securities by the Company including appointment or termination of book running lead manager.

xviii. To commit, agree, authorize or enter into any binding agreement to take any of the foregoing actions.

xix. To create or permitting to exist any lien, security interest or other charge or encumbrance of any kind on any of its assets other than in the ordinary course of business;

xx. Appointment or termination of statutory or internal auditors or change in the accounting or revenue recognition practices of the Company or removal of the civil contractor or design architect for each of the Projects;

xxi. An increase or decrease in the size or composition of the Board of the Company;

xxii. Any adverse change to the rights, preferences, and privileges of any series of preference shares, equity shares or debentures;

xxiii. Making any investment in any project / company / special purpose vehicle or acquisition of any such project/company/special purpose vehicle;

xxiv. change the nature of the businesses or conduct the Business of the Company in a manner which is not consistent with past practice;

xxv. issue any guarantee, counter guarantees, guarantees for third parties or otherwise incur any contingent liability;

xxvi. make any capital expenditure or commitment exceeding Rs. 1,00,000/- (Rupees One Lakh only);

xxvii. enter into or terminate any material contract other than in the normal course of business;

xxviii. employ anyone or terminate any employee or director or vary the terms of employment of any

Mr. Mithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

such employee or director, except in the ordinary course of business or except in accordance with recruitment plans and compensation and benefits plans approved by the Debenture Trustee;

xxix. employ or engage any professionals, consultants or advisors for operating functions or in relation to the affairs of the Company except in the ordinary course of business;

xxx. pay any compensation other than the current monthly payroll, raise or agree to raise anyone's compensation, or pay or agree to pay any bonus or other special compensation other than those required to be paid under existing wage settlements or enter into any new wage settlement;

xxxi. obtain any new loan, borrowing, credit facilities exceeding Rs. 1,00,000/- (Rupees One Lakh only) from any person other than the Affiliates of the Company;

xxxii. enter into any new arrangements, dealings or contracts with the promoters or its nominees;

xxxiii. write off or release any debts or receivables except in the ordinary course of business;

xxxiv. permit any material insurance(s) to lapse or do anything which will have the effect of rendering any material insurance void or voidable;

xxxv. contract any material liability of any type;

xxxvi. do any other act, deed or thing that would have or be a Material Adverse Effect;

xxxvii. enter into any compromise, arrangement or settlement of any dispute or difference pending before any Court or authority except in the ordinary course of business or as may be provided in the Agreement;

xxxviii. do any act that would result in taking away, undermining or restricting any right, interest or title vested with or would accrue to the Company by virtue of any agreement, understanding or otherwise including but not limited to use of any intellectual property rights.

xxxix. Transfer any asset or pay any commission, salary or bonus to any related party of the Company

xl. enter into any transaction with or for the benefit of any shareholder or any relative or affiliate of any shareholder of the Company other than the transactions contemplated by this Agreement;

xli. change its accounting or tax reporting methods or practices or write off any reserves or change its fiscal year; and

xlii. Make any changes in the business plan of the Company already approved by the Debenture Trustee;

xliii. To undertake sale, lease, license, or transfer any assets or Units in any of the Projects and/ or Company.

xliv. Make any loans, advances, corporate investments in mutual funds, fixed deposits or other similar instruments.

xlv. Any other matters which may be agreed to between the Parties.

THE SEAL OF THE SUB REGISTRAR BORIVALI

SUBURBAN DIST.

बरल - २/		
७०९६	९९	१९०
२०११		

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee

ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI

IN WITNESS WHEREOF the Company and the Debenture Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by **ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED**, the within named Company by the hand of Mr. Atithi Patel, its authorised signatory, duly authorized pursuant to board resolution passed by its board of directors on 25/6/19.

ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED

Director / Authorised Signatory

SIGNED AND DELIVERED by
Mr. Atithi Patel
in the presence of
1.
2.

SIGNED AND DELIVERED by
Mr. Hiren Patel
in the presence of
1.
2.

THE SEAL OF THE SUB REGISTRAR MUMBAI SUBURBAN DISTRICT

SIGNED AND DELIVERED by IDBI Trusteeship Services Limited, the within named Debenture Trustee by the hand of SAMPADA NAIK its Authorised Signatory.

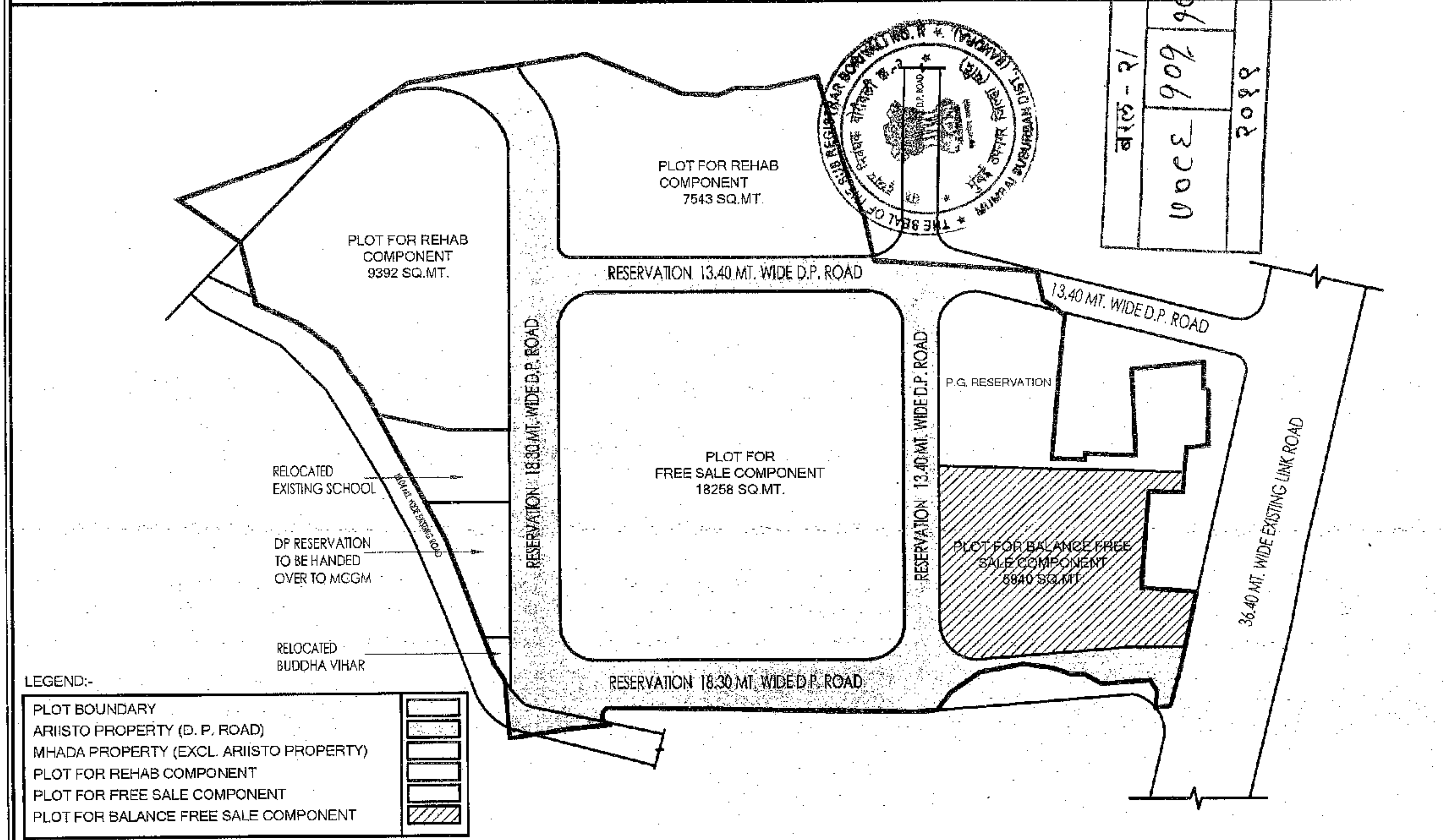
For IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

बरल - २/		
७०ए६	९००	९८०
२०१९		

Mr. Atithi Patel	Mr. Hiren Patel	ARIPL	Debenture Trustee
			ITSL

ANNEXURE - A



LEGEND:-

PLOT BOUNDARY	
ARIISTO PROPERTY (D. P. ROAD)	
MHADA PROPERTY (EXCL. ARIISTO PROPERTY)	
PLOT FOR REHAB COMPONENT	
PLOT FOR FREE SALE COMPONENT	
PLOT FOR BALANCE FREE SALE COMPONENT	

ARIISTO KANDIVALI - PROPOSED MASTER LAYOUT

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र.-२
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA).

बदर - २/		
७०८६	१०२	१८०
२०१९		

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली | तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली | जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक / फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१२८/अ/५	१२८/अ/५				
-			[११६९६.७] ११९४३.२	शेती	-

सुविधाधिकार -

हक्काचा मुळ धारक वर्ष

पट्टेदार

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०९/०८/१९९६	पोटविभाजन मुळे	मा.न.भू.अ. क्र.६ मुंबई यांचा दि.९.८.९६ चा आदेश	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र.सी/ कार्या - ७/पो.वि./एस.आर - २५७१ दि.४.४.९६ चे आदेशान्वये म्हाडाला हस्तांतरीत करण्यात आलेल्या [११६९६.७ चौ.मी.] क्षेत्राची नविन मिळकत पत्रीका उघडली सत्ता प्रकार "शेती" दाखल केला.	सही - १९९६-०८-०९ ००:००:०० न.भू.अ. बोरीवली
२१/०४/१९९७	मा.नगर भूमापन अधिकारी क्र.६ मुंबई यांचे कडील दुरुस्ती पो.वि दफ्तरी आदेश/क्र.न.भू.अ.६/कांदिवली/न.भू.क्र.१२८/अ/९७ दि.२१.४.९७ अन्वये न.भू.क्र.१२८/अ/५ चे ११६९६.७ चौ.मी. ऐवजी ११९४३.२ चौ.मि.क्षेत्र दाखल केले.व दि.९.८.९६ चे नोंदीतील ११६९६.७ चौ.मी.क्षेत्राची नोंद कमी केली.			सही - १९९७-०४-२१ ००:००:०० न.भू.अ. बोरीवली
२८/०५/१९९७	दि.९.८.९६ च्या नोंदीचे पुर्नविलोकनास मा.अधिक्षक भूमिअभिलेख मुंबई यांनी त्यांचेकडील क्र.न.भू.स.४/न.भू.कांदिवली/न.भू.क्र.१२८/९७ दि.१२.५.९७ अन्वये कार्योत्तर मंजूरी दिली त्याबाबतची नोंद घेतली.			सही - १९९७-०५-२८ ००:००:०० न.भू.अ. बोरीवली

बरल - २१

७०ee	९०३	१eo

२०११

तपासणी क्रमांक - ६०९७०   खरी नक्कल -

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

नक्कल अर्ज दाखल तारीख २८/०१/१४ एकूण नोंदी / नकाशा

नक्कल तयार तारीख ०१/०२/१४ नकलेचे शुल्क २०/-

नक्कल मिळाल्याची तारीख 6 FEB 2014

नक्कल तयार करणार

नक्कल तपासणार   कागद शुल्क २/-

प. भू. क्र ९

एकुण शुल्क - ६२/-

सत्य प्रतिलिपी
नगर भूमापन अधिकारी
बोरीवली

प्रमुख लिपीक
नगर भूमापन अधिकारी
बोरीवली

(पान न.-- १)

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली   तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली   जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक/ फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१२८/अ/६	१२८/अ/६				
-			[१७२८४.६] १७६४८.९	शेती	

सुविधाधिकार

हक्काचा मुळ धारक वर्ष

पट्टेदार

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०९/०८/१९९६	पोटविभागणी मुळे	न.भू.अ.क्र ६ मुंबई यांचा दि.९.८.९६ चा आदेश	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचे कडील आदेश क्र.कार्या - ७/ पो.वि/एस.आर.- २५७१ दि.४.४.९६ चे आदेशान्वये म्हाडाला हस्तातंरीत करण्यात आलेल्या [१७२८४.६ चौ.मी.] क्षेत्राची स्वतंत्र नविन मिळकत पत्रीका उघडली व सत्ता प्रकार "शेती" दाखल केला.	सही - १९९६-०८-०९ ००:००:०० न.भू.अ. बोरीवली
२१/०४/१९९७	मा.नगर भूमापन अधिकारी क्र.६ मुंबई यांचे कडील दुरुस्ती पो.वि ... आदेश क्र.न.भू.अ.६/कांदिवली/न.भू.क्र.१२८अ/९७ दि.२१.०४.१९९७ अन्वये न.भू.क्र.१२८अ/६ चे १७२८४.६ चौ.मी ऐवजी १७६४८.९ चौ.मी.क्षेत्र दाखल केले. व दि. ९.८.९६ चे ... १७२८४.६ चौ.मी.क्षेत्राची नोंद कमी केली.			सही - १९९७-०४-२१ ००:००:०० न.भू.अ. बोरीवली
२८/०५/१९९७	दि. ... च्या नोंदीचे पुर्नविलोकनास मा.अधिक्षक भूमिअभिलेख मुंबई यांनी त्यांच्या ... क्र.न.भू.स.४/न.भू.कांदिवली/ न.भू. क्र.१२८/९७ ... अन्वये कार्योत्तर मंजूरी दिली त्याबाबतची नोंद घेतली.			सही - १९९७-०५-२८ ००:००:०० न.भू.अ. बोरीवली

हरले - २/
७०८३ 908 १९०
२०११

तपासणी करणारा - ७० ६७   खरी नक्कल -   न.भू.अ.बोरीवली

मुंबई उपनगर जिल्हा

अर्ज दाखल तारीख २०/१/१४ एकूण नोंदी / नकाशा

... तारीख ३०/१/१४ नकलेचे शुल्क २०/-

... तारीख 6 FEB 2014

... करणार

नक्कल ... कागद शुल्क २/-

प. भू. क्र ९

एकूण शुल्क - २२/-

सत्य प्रतिलिपी

नगर भूमापन अधिकारी
बोरीवली

प्रमुख लिपीक
नगर भूमापन अधिकारी
बोरीवली

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली | तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली | जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१२८/अ/१०	१२८/अ/१०				
-			[१८४६१.२] १८८५०.३	शेती	-

सुविधाधिकार -

हक्काचा मुळ धारक वर्ष -

पट्टेदार -

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०९/०८/१९९६	पोटविभागणी मुळे	न.भू.अ.६ मुंबई यांचा दि.९.८.९६ चा आदेश	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.कार्या ७ /पो.वि./एस.आर २५७१ दि. ४.४.९६ चे आदेशान्वये म्हाडाला हस्तांतरीत करण्यात आलेल्या [१८४६१.२ चौ.मी.]. क्षेत्राची स्वतंत्र] नविन मिळकत पत्रिका उघडली व सत्ता प्रकार शेती दाखल केला.	सही - १९९६-०८-०९ ००:००:०० न.भू.अ. बोरीवली
२१/०४/१९९७	मा.नगर भूमापन अधिकारी क्र.६ मुंबई यांचे कडील दुरुस्ती पो.वि दप्तरी आदेश क्र.न.भू.अ.६/कांदिवली/न.भू.क्र.१२८अ/९७ दि.२१.४.९७ अन्वये न.भू.क्र.१२८अ/१० चे १८४६१.२ चौ.मी ऐवजी १८८५०.३ चौ.मी क्षेत्र दाखल केले व दि.९.८.९६ चे नोंदीतील १८४६१.२ चौ.मी.क्षेत्राची नोंद कमी केली.			सही - १९९७-०४-२१ ००:००:०० न.भू.अ. बोरीवली
२८/०५/१९९७	दि.९.८.९६ च्या नोंदीचे पुनर्विलोकनास मा.अधिक्षक भूमि अभिलेख मुंबई यांनी त्यांचेकडील क्र.न.भू.सं.४/न.भू.कांदीवली/न.भू.क्र. १२८/९७ दि.२१.५.९७ अन्वये कार्योत्तर मंजुरी दिली त्याबाबतची नोंद घेतली.	Dwb.		सही - १९९७-०५-२८ ००:००:०० न.भू.अ. बोरीवली

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

तपासणी क्रमांक - ८०९८ | खरी नक्कल - ४
नक्कल अर्ज दाखल तारीख २०/२/१४ एकूण नोंदी / नकाशा
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सत्य प्रतिलिपी
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बोरीवली

बरल - २१ | ९०५ | १६०
२०११

प्रमुख लिपीक
नगर भूमापन अधिकारी
बोरीवली

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली   तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली   जिल्हा - मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
१२८/अ/११	१२८/अ/११				
-			[१२५२४.२] १२७८८.२	शेती	-

सुविधाधिकार -

हक्काचा मुळ धारक वर्ष -

पट्टेदार -

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०९/०८/१९९६	पोटविभागणी मुळे	मा.न.भू.अ. क्र.६ मुंबई यांचा दि. ९.८.९६ चा आदेश	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.सि. कार्या -७/पो.वि./एस.आर २५७१ दि.४.४.९६ चे आदेशान्वये म्हाडाला हस्तातरीत करण्यात आलेल्या [१२५२४.२ चौ.मी.] क्षेत्राची स्वतंत्र नविन मिळकत पत्रिका उघडली सत्ता प्रकार शेती दाखल केला.	सही - १९९६-०८-०९ ००:००:०० न.भू.अ. बोरीवली
२१/०४/१९९७	मा.नगर भूमापन अधिकारी क्र.६ मुंबई यांचे कडील दुरुस्ती पो.वि दुरुस्ती आदेश क्र.न.भू.अ.६/कांदिवली/न.भू.क्र.१२८अ/९७ दि.२१.४.९७ अन्वये न.भू.क्र.१२८अ/११ चे १२५२४.२ चौ.मी ऐवजी १२७८८.२ चौ.मी. क्षेत्र दाखल केले व दि.९.८.९६ चे नोंदीतील १२५२४.२ चौ.मी क्षेत्राची नोंद कमी केली.	९७		सही - १९९७-०४-२१ ००:००:०० न.भू.अ. बोरीवली
२८/०५/१९९७	...९६ च्या नोंदीचे पुनर्विलोकनास मा.अधिक्षक भूमि अभिलेख मुंबई ...यांचेकडील क्र.न.भू.सं.४/न.भू.कांदिवली न.भू.क्र.१२८/९७ दि.२१.५.९७ अन्वये कार्योत्तर मंजुरी दिली त्याबाबतची नोंद घेतली.			सही - १९९७-०५-२८ ००:००:०० न.भू.अ. बोरीवली

बरल - २/

७७९६	९०५	१९०

२०१९

तपासणी क्रमांक - ६०६७

खरी नक्कल -

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

अर्ज दाखल तारीख २०/१/१४ एकूण नोंदी / नकाशा
तयार तारीख ३०/१/१४ नकलेचे शुल्क १०/-
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एकूण शुल्क - १२/-

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बोरीवली

प्रमुख लिपीक
नगर भूमापन अधिकारी
बोरीवली

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली   तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली   जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. प्लौ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१२८/अ/८/अ 128A/8A	१२८/अ/८		[२२०७३.३] २२५३८-५ -४२६२.६ १८२७५.९	शेती	

सुविधाधिकार	-
हक्काचा मुळ धारक वर्ष	-
पट्टेदार	-
इतर भार	-
इतर शेरे	-

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०९/०८/१९९६	पोटविभागणी मुळे.	मा.न.भू.अ. क्र.६ मुंबई यांचा दि. ९.८.९६ चा आदेश	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र. सी/कार्या-७/पो.वि./एस.आर. २५७१ दि.४.४.९६ चे आदेशान्वये म्हाडा रोड नंबर १ करिता [(२२०७३.३ चौ.मी.)] क्षेत्राची स्वतंत्र नवीन मिळकत पत्रिका उघडली सत्ता प्रकार शेती दाखल केला.	सही - १९९६-०८-०९ ००:००:०० न.भू.अ. बोरीवली
२१/०४/१९९७	मा.नगर भूमापन अधिकारी क्र.६ मुंबई यांचे कडील दुरुस्ती पो.वि दफ्तरी आदेश क्र.न.भू.अ.६/कांदिवली/न.भू.क्र.१२८/अ/९७ दि.२१.४.९७ अन्वये न.भू.क्र.१२८/अ/८ चे २२०७३.३ चौ.मी. ऐवजी २२५३८.५ चौ.मी.क्षेत्र दाखल केले व दि.९.८.९६ चे नोंदीतील २२०७३.३ चौ.मी.क्षेत्राची नोंद कमी केली.			सही - १९९७-०४-२१ ००:००:०० न.भू.अ. बोरीवली
२८/०५/१९९७	दि.९.८.९६ च्या नोंदीचे पुर्नविलोकनास मा.अधिक्षक भूमि अभिलेख मुंबई यांनी त्यांचेकडील क्र.न.भू.सं.४/न.भू.कांदिवली/न.भू.क्र. १२८/९७ दि.२१.५.९७ अन्वये कार्योत्तर मंजुरी दिली.त्याबाबतची नोंद घेतली.			सही - १९९७-०५-२८ ००:००:०० न.भू.अ. बोरीवली
१४/०५/२००४	मा. जिल्हाधिकारी,मुं.उ.जि.याचे कडील आदेश / मंजुर अभिन्यास क्र सी.कार्या-७अ / पोटविभाजन /एस.आर.३५४० दि. ९/४/२००३ व इकडील पो.हि / मो.र.न. अ.ता.७४/२००३ दि १३/०५/२००३,न.भू.अ.बोरीवली यांचा दि.११/११/०३ चा अहवाल व शुद्धीपत्रक क्र.सम दि.१६/०४/२००४ अन्वये न.भू.क्र.१२८/अ/८ चे क्षेत्र २२५३८.५ चौ.मी. मधून पोटविभाजनाकडे वर्ग होणारे क्षेत्र ४२६२.६ चौ.मी. वजा करून शिल्लक क्षेत्र १८२७५.९ चौ.मी. कायम केले.न.भू.क्र.१२८/अ/८ ला १२८/अ/८/अ असा शेज दिला व पोटविभाजनाची न.भू.क्र. १२८/अ/८/ब क्षेत्र ४२६२.६ चौ.मी. आरक्षण डि.पी.रोड अशी स्वतंत्र मिळकत पत्रिका उघडली.			फेरफार क्र.२५९ प्रमाणे सही - १४/०५/२००४ न. भू. अ. बोरीवली

नगर भूमापन अधिकारी बोरीवली

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २१
१००८ | ९०८ | १२०
२०१९

Dwb.

'पान न ... ।

मालमत्ता पत्रक

विभाग/मौजे -- कांदिवली

तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक / फ.प्लॉ.नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
१२८/अ/८/अ	१२८/अ/८				

तपासणी करणारा -

खरी नक्कल - ५

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

अर्ज क्र.- ८०३५

नक्कल अर्ज दाखल तारीख २०/१/१४ एकूण नोंदी / नकाशा

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नक्कल दिल्याची तारीख 6 FEB 2014

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प. भू. क्र १

एकूण आकार - १०४/-

सत्य प्रतिलिपी

नगर भूमापन अधिकारी
बोरीवली

प्रमुख लिपिक
नगर भूमापन अधिकारी
बोरीवली

बरल - २		
७०८६	१०५	१८०
२०१४		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II MUMBAI SUBURBAN DIST. (BANDRA) मुंबई उपनगर जिल्हा

Slum Rehabilitation Authority
Administrative Building,
Anant Kanekar Marg,
Bandra (East), Mumbai-51.
Email: info@sra.gov.in

No. SRA/ENG/1145/RS/MHL/LOI

Date: 27 JAN 2012

To,

1. Licensed Surveyor : Shri K. K. Pandey
of M/s. Rare Associates
103, Natwar Chambers, Nagindas Master Road,
Fort, Mumbai: 400 023.

2. Owner/Developer : M/s. Universal Development Corporation now proposed name change to M/s. Ariisto Realtors Infrastructure Private Limited.
43/11, Rajabahadur Building, Tamarind Lane,
Fort, Mumbai: 400 001.

3. Society : Shree Mauli Bunderpakhadi SRA CHS
Netaji Nagar, Bunder Pakhadi Road,
Kandivli (West), Mumbai: 400 067

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4
सह दुय्यम निबंधक बोरिवली क्र. ४
MUMBAI SUBURBAN DIST. (BANDRA)

Sub: Revised LOI for the proposed Slum Rehabilitation Scheme on property bearing C.T.S. No. 128A/5 (pt), 128A/6(pt), 128A/8 (pt), 128A/10, 128A/11 (pt) of village Kandivali at Bunderpakhadi road, Kandivali (W), Mumbai – 400067; known as Shree Mauli Bunderpakhadi SRA CHS.

Ref.: SRA/ENG/1145/RS/MHL/LOI

By direction of CEO (SRA) this office is pleased to issue this revised **Letter of Intent** to inform you that, your above proposal is considered and principally approved for grant of **3.832 FSI (Three point Eight Three Two FSI)** in accordance with D.C. Regulation No. 33(10) as per Clause No. 3.8 of D.C. Regulation No. 33(10) and Appendix – IV of amended D.C. Regulations out of which maximum FSI of 3.00 shall be allowed to be consumed on the plot, subject to the following conditions.

बदर ४		
७०८६	९०८	१८०
२०११		

SRA/ENG/1145/RS/MHL/LOI

1. That you have been permitted to demolish the earlier partly constructed 4 nos. of rehab buildings no. 2, 3, 5 & 6 (all G + 7 floors) without insisting premium as per provisions of SRA policy circular no. 89 dated 30/07/2008 and to construct 2745 nos. (total no. of tenements in annexure II is 2817 and after deduction of 72 nos. as per direction of High Court) of Rehab tenements for all the existing slum dwellers situated on land under reference so that all the eligible slum dwellers will get their tenements in the Scheme and the remaining tenements will be available as PAP tenements in MHADA stock; subject to condition that developer/society/LS will submit appeal form duly signed by 876 non eligible slum dwellers (2745-1869) to the competent authority of SRA within 90 days from the date of issue of this revised LOI i.e. upto validity of LOI. You shall hand over balance numbers of tenements to the MHADA for Project Affected Persons.

2. That you shall submit the concurrence from Ch.Eng. (D.P.) of MCGM for the proposed shifting of the alignment of 13.40 mt. D.P. Road within the layout by keeping the road area same.

3. That you shall submit the concurrence from Ch.Eng. (D.P.) of MCGM for the Relocation of PG reservation within the layout by keeping the area under PG reservation same as per DP.

4. That you shall submit the concurrence from Ch.Eng. (D.P.) of MCGM and Education Dept. of MCGM for the proposed Composite School (Primary & Secondary) building on Sub Plot 'C' and a separate Sport Complex on Sub Plot 'H' in the layout.

5. That the eligibility and the area under the existing School shall be got verified from MHADA Authorities/Competent Authority before asking C.C. for the proposed part earmarked as rehabilitation of existing school in rehab building no. 1.

6. That the area shall be got verified from MHADA Authorities/Competent Authority for Buddha Mandir.

7. That the Developer shall construct 6 nos. of high rise rehab buildings (G+23 floor with max. height of 69.93 mt.) as per the building plans submitted and approved by SRA.

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8. That the Developer shall appoint Project Management Consultants and their acceptance for the regulating quality control of High Rise building as per CEO (SRA)'s directive dated 08/06/2008.

9. That the Developer shall execute and submit Tri-Partite Registered Agreement among Developer, Slum Society & Lift machine Co. or Fire Equipment Co. to undertake Civil, Electrical & Mechanical maintenance of High Rise Rehab building for a period of 10 years by the Developer at their own cost from the date of occupation of building u/ref. as per Circular No. SRA/ENG/2364 of 29/05/2008.

10. That the Developer shall appoint Third Party Quality Auditor's for regulating the work of High rise Rehab buildings in S. R. Scheme as per Circular No. SRA/ENG/2364 of 29/05/2008.

11. That the Developer shall submit the Structural Design and Calculations of High rise Rehab buildings in S. R. Scheme & get it verified and vetted through Third Party Structural Engineer.

12. That the Residential & R/C rehabilitation tenements should have carpet area of 25.00 sq. mt. each rehab tenement shall be provided in the high rise rehab buildings comprising of G+23 floors.

13. That you shall re-house the eligible slum dwellers as per the list certified by the C.O. (MHADA) for allotting tenements and shop of area mentioned in Annexure – II, free of cost constructing the same as per specification and Annexed herewith.

14. That you shall register society of slum dwellers to be re-housed under Slum Rehabilitation Scheme nominated for allotment of tenements by the Slum Rehabilitation Authority.

15. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, street lights etc.

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16. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).

17. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in working order till slum dwellers are re-housed in the proposed rehabilitation tenements.

18. That you shall obtain the permission for construction of the temporary transit accommodation from the office of C.E.O. (S.R.A.) along with the phased development programme

19. That you shall bear the cost of carrying out infrastructure works right up to the plot, and shall strengthen the existing infrastructure facility and/or provide services of adequate size and capacity as per the directives of the undersigned.

20. That you shall submit layout and get the same approved before requesting for Commencement Certificate.

21. That you shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by CEO (SRA).

22. That you shall get the plot boundaries demarcated and the compound wall shall be constructed prior to commencing building works and the same shall be certified by the concerned Licensed Surveyor before requesting for C.C. beyond the plinth level.

23. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City Survey Office.

24. That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C. Regulation No. 33(10) and with specific mention on plan of the rehabilitation building/ tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be

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allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Slum Rehabilitation Authority.

25. That you shall submit the NOC's as applicable from the concerned A.A.&C, H.E., Dy. Ch. Engg. (SWD), CFO, Tree Authority, Civil Aviation Authority, Reliance Energy, E.E.T.C. of MCGM for parking layout, Ch. Engg. Mechanical and Electrical Dept. of MCGM for Light & Ventilation in basement, in the office of the undersigned before requesting of Approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).

26. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features Annexed herewith.

Sr. No	Particulars	Proposed In-situ FSI 3.00 (sq. m) (Including PG Reservation)
1	Area accepted for the Scheme is	62,377.48
2	Area Deducted a. Area under the various D.P. Roads b. PG Reservation	 12,512.48 11,372.44
	Total	23,884.92
3	Plot area (1 - 2)	38,492.56
4	Deduct – Plot area under Buildable Reservation i. Secondary School ii. Municipal Primary School iii. Sports Complex	 } 916.00 154.00
	Total	1,070.00
5	Net Plot area after deducting Plot area under Buildable Reservation (3 -4)	37,422.56
6	Add Area under D.P. Reservations i. Area under the various D.P. Roads ii. Area under Buildable Reservations	 12,512.48 1,070.00

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	iii. Area under P.G. Reservation	11,372.44
	Total	24954.92
7	Total Plot Area for FSI purpose	62377.48
8	Permissible FSI on plot	3.00
9	Permissible Built Up Area on plot FSI (6 x 7)	187132.44
10	Rehabilitation built up Area (FSI)	83,567.30
11	a)Area of Passage, Balwadi, Welfare Centre, Society Office	68,965.79
	b)Area of existing School	2,643.89
	c)Area of Buddhavihar	35.00
	d)Area of Welfare Centre & Dispensary as per Cl.8.10 of App-IV DCR 33(10)	275.89
	Total	71,920.57
12	Rehabilitation Component (10+11)	1,55,487.87
13	Sale Component (same as 12)	1,55,487.87
14	Total Max. BUA permissible for the Scheme (10 + 13)	2,39,055.17
15	FSI sanctioned for the scheme(14/7)	3.832
16	Sale BUA proposed in situ (9-10)	
	Residential Sale building	102907.14
	Commercial Sale Building	658.00
	Total	103565.14
17	Total BUA proposed on plot (10 + 16)	187132.44
18	FSI proposed in situ (17/7)	3.00
19	No. of Tenements to be Rehabilitated	1634 (Res) 51 (R/Com) 184 (Com)
20	No. of MHADA PAP generated in the scheme	876
21	TDR generated due to constraints (13-16)	51922.73

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27. That the rehabilitation component of scheme shall include.

a) 1634 Nos. of Residential tenements
b) 184 Nos. of Commercial tenements
c) 51 Nos. of R/C tenements
d) 28 Nos. of Balwadi
e) 28 Nos. of Welfare Centre
f) 28 Nos. of Society Office
g) 876 Nos. of PAPs for MHADA
h) Dispensary having BUA of 137.945 sq.mt.
i) Primary Health centre having BUA of 137.945 sq.mt. and
j) Existing School having BUA 2,643.89 sq.mt.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST.

28. That you shall submit NOC from commissioner of Police for the existing Buddha Vihar before C.C.

29. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers/property owners or otherwise.

30. That you shall submit the Agreements with the photographs of wife and husband on the agreements with all the eligible slum dwellers before requesting for full Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenement to be allotted in the rehabilitation building.

31. That you as Licensed Surveyor/Developer/Society shall strictly observe that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Licensed Surveyor stating reasons for delay.

32. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.

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33. That you shall submit the statement of tenements No. allotted to the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure – II etc. with the certification from the Licensed Surveyor and owner

/developer at the stage of final allotment of the tenements in rehabilitation building for verification by the office of the CEO (SRA).

34. That the possession of the tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./ MHADA/Govt. has been cleared.

35. That the plots earmarked for the various reservations viz. D. P. Roads, PG, SΔS, MΔP, Sports Complex & Public Housing shall be demarcated from A.E. (Survey)/ D.P./ T&C department of MCGM and handed over to MCGM free of cost, free of encumbrances by changing ownership in the name of MCGM duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted.

36. That the lease agreement with the land owning authority shall be executed before asking for occupation permission.

37. That you shall not claim TDR of D.P. Road as per Hon'ble High Court W.P. (lodging) no. 1488/2006. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features Annexed herewith.

38. That the layout recreation ground as proposed in layout plan shall be duly developed before obtaining occupation of sale building.

39. That the quality of Construction work of building shall be strictly monitored by concerned Licensed Surveyor/Site Supervisor/Structural Engineer and report on quality of work carried out shall be submitted by Licensed Surveyor every three months with test result etc.

40. That separate P.R. cards for road/set back, actually implemented pocket, net plot shall be obtained and submitted before asking of O.C.

THE SEAL OF THE SUB REGISTRAR ... SUBURBAN DIST.

41. That this Letter of Intent is issued on the basis of plot area certified by the Licensed Surveyor and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.D.L.R./City Survey Office, then sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 3.00.

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42. That the area correction in the slum plot and D.P.Road area, if any, shall be got certified from MHADA or competent authority.

43. That necessary formalities for executing lease agreement shall be initiated by MHADA or competent authority for leasing the plot and lease documents shall be executed.

44. This Letter of Intent gives no right to avail of extra F.S.I. granted under D. C. Regulation 33(10) upon land, which is not your property.

45. That the Arithmetical error if any revealed at any time shall be corrected on either side.

46. That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Licensed Surveyor/Developer or Owner are found to be fraudulent/misappropriated.

47. That you shall pay total amount of Rs. 5,65,80,000/- towards deposit to be kept with SRA at the rate of Rs. 20,000/- per tenement and total amount of Rs.9,89,39,510/- @ Rs. 560/- per Sq. Mts. towards over & above the permissible zonal FSI as Infrastructural Development charges.

48. That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R. & T.P. Act.

49. That this LOI is valid for the period of 3 (three) months from the date hereof. However, if IOA/CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.

50. That you shall obtain clarification for the discrepancies of commercial units under sr. no. 1513, 1588 and 1968 of Annexure-II from CO (MHADB) & Competent Authority

51. That you shall re-house all the additional hutment dwellers if declared eligible in future by the competent Authority.

52. That the allotment of rehabilitation tenements to be eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Asst. Registrar of Societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements No. in rehab/composite building and Sr. No in Annexure – II etc. duly certified by the concerned society of slum dwellers and

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Asst. Registrar (SRA) shall be submitted before requesting for occupation permission to the rehab tenements.

53. That you shall display the details such as Annexure – II, date of issue of important documents like LOI, Layout, C.C., O.C.C. on world wide web site through suitable web site and provide linkage to SRA web site from this web site, in the alternative, you may display this details on SRA web site within a period of one month from the date of LOI.

54. That you shall display bi-lingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn./Circular No. 64/569/2004 dated 14/10/2004.

55. That the rain water harvesting system should be installed / provided as per the direction of UDD-1 Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dt.10.3.2005 and the same shall be maintained in good working condition all the times.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the D.C. Regulation No. 33(10), in the office of the undersigned.

Yours faithfully,

Deputy Chief Engineer
Slum Rehabilitation Authority

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST., (BANDRA)

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Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.का-बोरीवली 6

दस्त क्रमांक : 757/2011

नोदंणी :

Regn:63m

गावाचे नाव : कांदिवली

(1)विलेखाचा प्रकार	मान्यता पत्र
(2)मोबदला	रु.175000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	रु. 212548500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :जमिन व बांधकाम - सर्वे नं 163 (पार्ट), सि टी एस नं 128 ए /8 ए (पार्ट), क्षेत्र-14726.86 चौ.मि. एकुण क्षेत्रफळा पैकी 18275.90 चौ.मि. , सि टी एस नं 128 ए /8 ए (पार्ट) क्षेत्र -45.45 चौ.मि. एकुण क्षेत्रफळा पैकी 18275.90 चौ.मि., जुना सि टी एस नं 128 (पार्ट) 33, 128 (पार्ट)34, 128 (पार्ट)36, नवीन सि टी एस नं 128 ए/10/1,12/ ए /10/2,128 ए /11/1, अनुक्रमे क्षेत्र -35 चौ.मि., 55.7 चौ.मि., व 18.2 चौ.मि.., मौजे . कांदिवली.,ता.बोरीवली.,------------ ए डी जे / बी /1954/2009 दि. 29/12/2009., मूळ दस्तात भरलेले मु.शु रुपये 1,06,27,500/-.,दस्त निष्पादन दि. 29/12/2009.
(5) क्षेत्रफळ	एकुण क्षेत्रफळ 14881.21 चौ.मि..
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-रेव जोसेफ पी परेरा,मेरी फिलोमिना रॉड्रिक्स,अरुणा चेतन भट यांच्या तर्फे मुखत्यार मे.कॉनवूड एजन्सीस प्रा.लि.चे संचालक राजीव अगरवाल तर्फे मुखत्यार संतोष गोरुले. - - वय:-??पत्ता:- -पिन कोड:-६३पॅन नं:-AAACC1459J 2): नाव:- रवि जोसेफ परेरा , अशोक लिओ परेरा,विनिता अॅनी रॉड्रिक्स, निखिल के परेरा यांच्या तर्फे मुखत्यार मे.कॉनवूड एजन्सीस प्रा.लि.चे संचालक राजीव अगरवाल तर्फे मुखत्यार संतोष गोरुले. - - वय:-??पत्ता:- वरीलप्रमाणे पिन कोड:--पॅन नं:-- 3): नाव:-मे.कॉनवूड एजन्सीस प्रा.लि.चे संचालक राजीव अगरवाल (मान्यता देणार) यांच्या तर्फे मुखत्यार संतोष गोरुले. - - वय:-??पत्ता:- लिहून देणाऱ्या प्रमाणे पिन कोड:--पॅन नं:--
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	4): नाव:- मे.युनिवर्सल डेव्हलपमेंट कार्पोरेशन चे भागीदार अतिथी नरेंद्र पटेल. - - वय:-?? पत्ता:- ४३/११पिन कोड:-१पॅन नं:-AABFU9039J
(9) दस्तऐवज करुन दिल्याचा दिनांक	27/01/2011
(10)दस्त नोंदणी केल्याचा दिनांक	28/01/2011
(11)अनुक्रमांक,खंड व पृष्ठ	757/2011
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	-

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CERTIFIED TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF ARIISTO REALTORS INFRASTRUCTUREPRIVATE LIMITED ("COMPANY") IN THEIR MEETING HELD ON 3rd JUNE 2019 AT THE REGISTERED OFFICE OF THE COMPANY AT 43/11, RAJA BAHADUR BUILDING TAMARIND LANE, FORT MUMBAI 400001

The Chairman, informed the Board that as per Section 42 and Section 71 and other applicable sections of the Companies Act, 2013 and the rules made thereunder and any amendment or modifications thereof, if any, the provisions of the Memorandum and Articles of Association of the Company and all other provisions of applicable law, the Company wants to raise funds by way of issuance, on a private placement basis, of 500 (Five Hundred) unrated, unlisted, secured, redeemable, non-convertible debentures carrying a face value of Rs. 1,00,000/- (Rupees One Lakh Only) each, for an aggregate amount of up to Rs.5,00,00,000/- (Rupees Five Crores Only ("**Debentures**") in terms of the debenture trust deed to be entered into between Company and the Debenture Trustee;

The Chairman, further informed the Board that as per Section 42 of the Companies Act, 2013, for private placement of the Debentures, the permission of the shareholders by way of special resolution in a general meeting will be required for the Debentures. The Directors were further informed that a debenture trustee would have to be appointed for the purpose of Debentures;

The Chairman, further informed the Board that the Company would appoint IDBI Trusteeship Services Limited as the trustee to hold the security for and on behalf of the holders of the Debentures ("**Debenture Trustee**");

The Directors were informed that in connection with the aforesaid proposal, the following documents ("**Transaction Documents**") would be required to be executed by the Company:

Private Placement Offer Document

1. Debenture Trust Deed to be executed *inter alia* between the Company and the Debenture Trustee ("**Debenture Trust Deed**");
2. Debenture Trustee Appointment Agreement to be executed *inter alia* between the Company and the Debenture Trustee ("**Debenture Trustee Appointment Agreement**");
3. Escrow Agreement to be executed *inter alia* between the Company and the Debenture Trustee ("**Escrow Agreement**");
4. Memorandum of Unattested Hypothecation to be executed by the Company in favour of the Debenture Trustee ("**Deed of Hypothecation**")
5. Power of Attorney to be executed pursuant to the Memorandum of Unattested Hypothecation to be executed by the Company in favour of the Debenture Trustee ("**Power of Attorney in relation to hypothecation**");
6. Deed of Unattested Share Pledge to be executed by the Company in favour of the Debenture Trustee ("**Deed of Share Pledge**");

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Corporate Office: Ariisto House, N. S. Phadke Road, Near East-West Flyover, ...
T: +91 22 61 300 000 F: +91 22 61 300 030 W: www...
An ISO 9001:2008 ... OHSAS ... Company

7. Power of Attorney to be executed pursuant to the Unattested Deed of Share Pledge to be executed by the Company in favour of the Debenture Trustee (**"Power of Attorney in relation to share pledge"**);
8. Promoter Option Agreement to be executed *inter alia* between the Company and the Debenture Trustee (**"Option Agreement"**);
9. Demand Promissory Note to be executed by the Company in favour of the Debenture Trustee (**"Demand Promissory Note"**);
10. Letter of Continuity to be executed by the Company in favour of the Debenture Trustee (**"Letter of Continuity"**);
11. Shortfall Undertaking to be executed *inter-alia* by the Company in favour of the Debenture Trustee (**"Shortfall Undertaking"**);
12. Composite Undertaking to be executed *inter-alia* by the Company in favour of the Debenture Trustee (**"Composite Undertaking"**);
13. Personal Guarantee to be to be executed by the personal guarantors in favour of the Debenture Trustee (**"Guarantee"**).

Drafts of the aforesaid Debenture Trust Deed and other Transaction Documents initialled by the Chairman, for identification have been tabled before the Board who perused the same and have accepted the terms and conditions set out therein.

Pursuant to discussions, the Board passed the following resolutions:

"**RESOLVED THAT** in accordance with Section 42, Section 71, Section 179(3)(c) and other applicable provisions, if any, of the Companies Act, 2013, the Rules framed thereunder (including any statutory amendment or modifications or re-enactment thereof, for the time being in force), the provisions of the Memorandum and Articles of Association of the Company and all other provisions of applicable law, the Board does hereby approve the issuance of up to 500 (Five Hundred) unrated, unlisted, secured, redeemable, non-convertible debentures carrying a face value of Rs.1,00,000/- (Rupees One Lakh Only) each, for an aggregate amount of up to Rs.5,00,00,000/- (Rupees Five Crores Only) (collectively "**Debentures**") on private placement basis."

"**RESOLVED FURTHER THAT** approval of the Board of Directors of the Company be and is hereby granted for (i) the Company creating first ranking exclusive charge by way of hypothecation on the Hypothecated Properties (as more particularly described in hereunder), (ii) Company executing the Debenture Trust Deed, Debenture Trustee Appointment Agreement, Escrow Agreement, Share Pledge Agreement, Power of Attorney in relation to share pledge, Deed of Hypothecation, Power of Attorney in relation to hypothecation, Option Agreement, Shortfall Undertaking, Composite Undertaking and (iii) Company issuing the Demand Promissory Note and Letter of Continuity and/or any other document as the Debenture Trustee may require."

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"**RESOLVED FURTHER THAT** IDBI Trusteeship Services Limited shall be appointed as the Debenture Trustee for the said Debentures;"

"**RESOLVED FURTHER THAT** the Private Placement Offer Letter (in the format set out in Form No. PAS-4 under the Companies Act, 2013) together with an application form be issued to the applicants, inviting them to subscribe the Debentures and their name be entered on record prior to issuance of the invitation to subscribe;"

"**RESOLVED FURTHER THAT** Mr. Atithi Patel and/or Mr. Hiren N. Patel, be and are hereby severally authorized to (i) execute, file and deliver all necessary documents, instruments and do all acts necessary in relation to issuance of the Debentures; (ii) deal with the appropriate regulatory authorities in connection with the Debentures including but not limited to Registrar of Companies, Ministry of Corporate Affairs, Company Law Board, National Securities Depository Limited, Central Depository Services (India) Limited; (iii) sign and file the necessary Private Placement offer letter, Return of Allotment (in the format set out in Form No. PAS-3), with the Registrar of Companies within the prescribed time;"

"**RESOLVED FURTHER THAT** aforesaid Mr. Atithi Patel and/or Mr. Hiren N. Patel, authorised signatory, be and are hereby severally authorized to enter into, execute and register (as the case may be), the Debenture Trust Deed, Debenture Trustee Appointment Agreement, Escrow Agreement, Share Pledge Agreement, Power of Attorney in relation to share pledge, Deed of Hypothecation, Power of Attorney in relation to hypothecation, Shortfall Undertaking, Composite Undertaking, Option Agreement and all other deeds, documents, agreements, powers of attorney, letters, undertakings, confirmations, declarations and to do such other things, acts, deeds or matters as may be required for the purpose of effectively providing security for the Debentures."

"**RESOLVED FURTHER THAT** the Common Seal of the Company if required, may be affixed on the Debenture Trust Deed, Debenture Trustee Appointment Agreement, Escrow Agreement, Share Pledge Agreement, Power of Attorney in relation to share pledge, Deed of Hypothecation, Power of Attorney in relation to hypothecation, Shortfall Undertaking, Composite Undertaking, Option Agreement and other necessary documents in the presence of any one Director or an Authorised Signatory of the Company who shall countersign the same in token thereof."

"**RESOLVED FURTHER THAT** the Common Seal or any facsimile thereof and/or the official seal of the Company may be carried outside the registered office, if required, for execution of documents pertaining to the aforesaid."

बदर - ३/		
७०८६	922	१८०
२०११		

"**RESOLVED FURTHER THAT** Mr. Atithi Patel and/or Mr. Hiren N. Patel, be and are hereby severally authorized to give necessary intimation regarding creation of charge/pledge in favour of the Debenture Trustee in the prescribed e-Form with the Registrar of Companies, Mumbai."

"**RESOLVED FURTHER THAT** Mr. Atithi Patel and/or Mr. Hiren N. Patel, be and are hereby severally authorized to do all such acts, deeds, matters and things as it may deem necessary, desirable and expedient in this regard."

"**RESOLVED FURTHER THAT** a certified true copy of the aforesaid resolution signed by any of the Director may be furnished to the holders of the Debentures, the Debenture Trustee and such persons/entities as may be deemed fit."

//Certified true copy//

FOR ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED

Y P Thakkar

YOGESH THAKKAR
DIRECTOR
DIN: 06982317
Date: 03/06/2019
Place: Mumbai

HITESH RATHOD
DIRECTOR
DIN: 06982331
Date: 03/06/2019
Place: Mumbai

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4 MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २१

७०ee	223	१e०

२०१९

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154

IDBI trustee

June 26, 2019

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, Ms Sampada Naik, Manager of IDBI Trusteeship Services Limited is hereby authorized to execute/sign, verify, register and collect all documents viz. the Indenture of Mortgage/Simple Mortgage, Rectification Deed, Debenture Trust Deed/ Bond Trust Deed, Mortgage Deed/Indenture of Mortgage, Memorandum relating to deposit of title deeds, Receipts, other security/finance documents, Release/Re-conveyance Deed and present before the Sub- Registrar for verification of deed/deeds/ agreements pertaining to the Trusteeship assignment in respect of **Ariisto Realtors Infrastructure Private Limited** and to act on behalf of IDBI Trusteeship Services Limited (ITSL), for discharge of all its duties as Trustee.

Ms Anjalee Athalye
Vice President

Ms Sampada Naik
Manager

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. ... MUMBAI SUBURBAN DIST.

बरल - २/		
७०९३	928	१०
२०१९		

Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

CHALLAN
MTR Form Number-6

GRN	MH003217810201920E	BARCODE		Date	26/06/2019-15:58:46	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only	TAX ID (If Any)	
		PAN No.(If Applicable)	AAACI8912J
Office Name	GENERAL STAMP OFFICE MUMBAI	Full Name	IDBI TRUSTEESHIP SERVICES LIMITED
Location	MUMBAI		
Year	2019-2020 One Time	Flat/Block No.	Asian Building Ground Floor

Account Head Details	Amount In Rs.		
		Premises/Building	
0030045501 Amount of Tax	500.00	Road/Street	17 R Kamani Marg Ballard Estate
		Area/Locality	mumbai
		Town/City/District	
		PIN	4 0 0 0 0 1
		Remarks (If Any)	
		INDEMNITY BOND	
		Amount In Words	Five Hundred Rupees Only
Total	500.00		

Payment Details	BANK OF INDIA	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	Ref. No.	02202292019062606422 84082951
Cheque/DD No.		Bank Date	RBI Date	26/06/2019-15:58:46 Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF INDIA
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID :
Mobile No. : 9892677261

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2 SUBURBAN DIST. (BANDRA)

बरल - २/
७०ए८ | ९२५ | १८०
२०१९

NOTARY
Name : BHANU K. RASPUTRA
Area : GR. MUMBAI
Reg No. 2371
GOVT. OF INDIA

Print Date 26-06-2019 03:59:13

NOTARY

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०९६	१२५	१९०
२०११		

GOVT. OF INDIA ... RASPUTRA ... (GR. MUMBAI) ... No. 2371

INDEMNITY BOND

Sub Registrar of Assurances /

The Joint Sub Registrar

Mumbai

Re: Debenture Trust Deed

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 7 MUMBAI SUBURBAN DIST. (BANDRA)

Sir,

We hereby confirm that, we have not taken possession of the said property being mortgaged to us vide the captioned document. We further confirm that we will not take the possession of the property being mortgaged to us unless the security becomes enforceable in terms of the said Debenture Trust Deed.

For IDBI TRUSTEESHIP SERVICES LIMITED

Director/Authorised Signatory
Mortgagee

ATTESTED

BHANU K. RASPUTRA
ADVOCATE HIGH COURT & SOLICITOR
AND NOTARY (GR. MUMBAI)
(GOVT. OF INDIA) REG. NO. 2371
B/603, ORBIT TOWER, PLOT NO. 236-A,
GARODIA NAGAR, SERVICE ROAD,
GHATKOPAR (EAST), MUMBAI-400 077

2 6 JUN 2019

NOTARY — Name BHANU K. RASPUTRA, Area (GR. MUMBAI), Reg No. 2371 — GOVT. OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

बरल - २		
७०८६	९२८	१८०
२०१९		

NOTARY — Name BHANU K. RASPUTRA, Area (GR. MUMBAI), Reg No. 2371 — GOVT. OF INDIA

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०८६	९२५	१८०
२०११		

CHALLAN
MTR Form Number-6

GRN MH003205398201920E	**BARCODE**	**Date** 26/06/2019-14:08:48	**Form ID**

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps Purchase of Franking Code SoS Mumbai only	**TAX ID (If Any)**	
		PAN No.(If Applicable)	AAKCA5599B
Office Name	GENERAL STAMP OFFICE MUMBAI	**Full Name**	ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED
Location	MUMBAI		
Year	2019-2020 One Time	**Flat/Block No.**	43/11 RAJABAHADUR BUILDING
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030045501 Amount of Tax	500.00	**Road/Street**	TAMARIND LANE
		Area/Locality	FORT MUMBAI
		Town/City/District	
		PIN	4 0 0 0 0 1
		Remarks (If Any)	
		INDEMNITY BOND	
		Amount In Words	Five Hundred Rupees Only
Total	500.00		

Payment Details	BANK OF INDIA	**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN Ref. No.	02202292019062605887 84075108
Cheque/DD No.		Bank Date RBI Date	26/06/2019-14:08:48 Not Verified with RBI
Name of Bank		Bank-Branch	BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :
Mobile No. 9930369012

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 7 MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ७
८८८ ९२० १८०
२०१९

NOTARY Ram Pher Yadav Greater Mumbai Maharashtra Reg. No.6924 Exp. Dt. 13/10/2023 GOVERNMENT OF INDIA

Print Date 26-06-2019 02:09:27

NOTARY Ram Pher Yadav Greater Mumbai State Maharashtra REGN. NO. 6924 GOVERNMENT OF INDIA

NOT[illegible]
GOVE[illegible]

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र.२
सत्यमेव जयते
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०९६	१३०	१९०
२०११		

INDEMNITY BOND

Sub Registrar of Assurances /

The Joint Sub Registrar

Mumbai.

Re: Debenture Trust Deed

Sir,

We hereby confirm that, we have not given possession of the said property being mortgaged to **IDBI TRUSTEESHIP SERVICES LIMITED** vide the captioned document. We further confirm that we will not give the possession of the property being mortgaged to **IDBI TRUSTEESHIP SERVICES LIMITED**, unless the security becomes enforceable in terms of the said Debenture Trust Deed

For Ariisto Realtors Infrastructure Private Limited

Authorised Signatory

ARIISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED MUMBAI

26.6.2019
RAM PHER YADAV
NOTARY GR. MUMBAI (GOVT OF INDIA)
Bandrekar Wadi, Mahadev Hande Chawl,
Jogeshwari (E), Mumbai-400 060
Mob.:98332 74901

बरल - २/		
७०९३	939	/९०
२०१९		

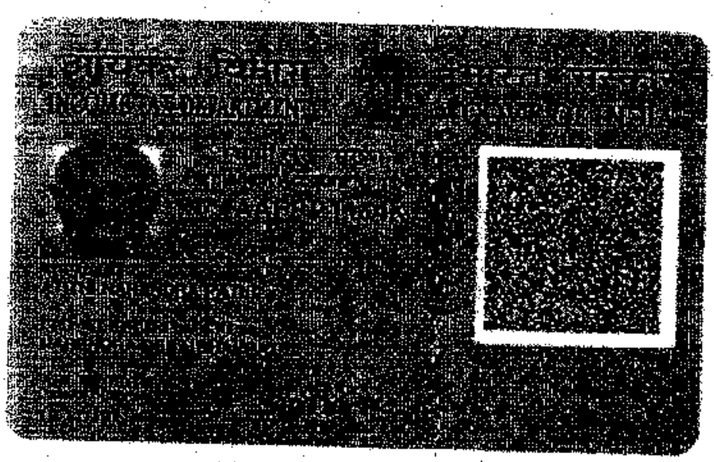
NOTARY
Ram Pher Yadav
Greater Mumbai
Maharashtra
Reg. No.6924
Exp. Dt. 13/10/2023
GOVERNMENT OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
दु. दुय्यम निबंधक बोरीवली क्र.२
सत्यमेव जयते
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

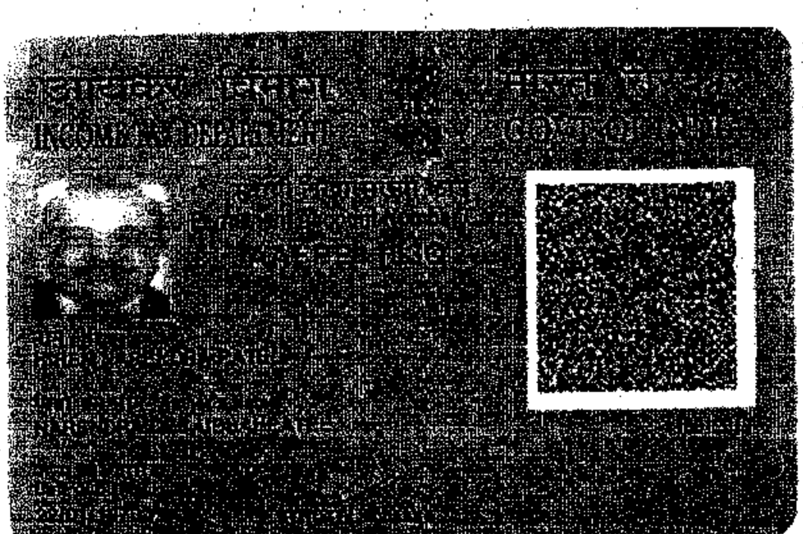
बरल - २		
७०८६	932	१८०
२०११		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
ARISTO REALTORS INFRASTRUCTURE
PRIVATE LIMITED
28/03/2012
Permanent Account Number
AAKCA5599B[illegible]



For,
Y.P. Thakker

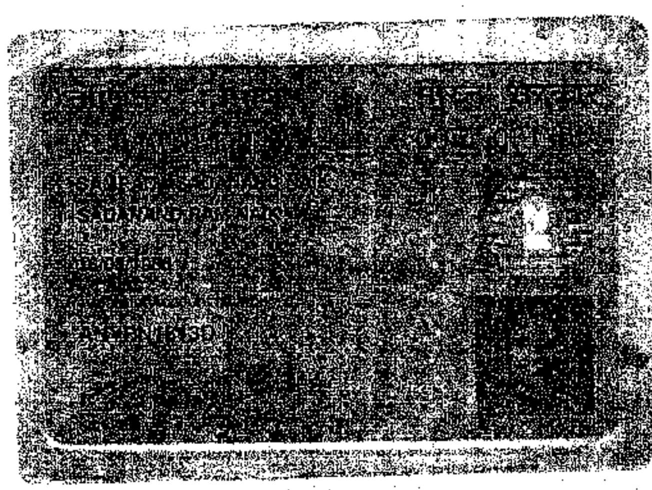
ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED * MUMBAI



For,
Y.P. Thakker

ARISTO REALTORS INFRASTRUCTURE PRIVATE LIMITED * MUMBAI

बरल - २/		
७०९६	933	१८०
२०१९		



THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ४		
७०८३	९३४	१८०
२०१९		

323/5363
Tuesday,May 28 ,2019
4:33 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 6211 दिनांक: 28/05/2019

गावाचे नाव: जुहू
दस्तऐवजाचा अनुक्रमांक: वदर4-5363-2019
दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: हिरेन पटेल

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्ठांची संख्या: 22	
एकूण:	रु. 540.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:59 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, अंधेरी-2
सह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

बाजार मुल्य: रु.0 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001999490201920E दिनांक: 28/05/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.440/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2805201908916 दिनांक: 28/05/2019
बँकेचे नाव व पत्ता:

बदल - २/		
७०२६	१३५	१६०
२०१९		

DELIVERED

DELIVERED ORIGINAL DOCUMENT
ON- 28/05/2019

CHALLAN
MTR Form Number-6

GRN	MH001999490201920E	BARCODE		Date	28/05/2019-14:42:34	Form ID	48(f)

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty Registration Fee		TAX ID (If Any)	
		PAN No.(If Applicable)	AAFPP1153Q
Office Name BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name	HIREN PATEL
Location MUMBAI			
Year 2019-2020 One Time		Flat/Block No.	
Account Head Details	**Amount In Rs.**	Premises/Building	
0030045501 Stamp Duty	500.00	Road/Street	AS PER DOCUMENT
0030063301 Registration Fee	100.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	
		SecondPartyName=AJAY ACHARYA~	
₹600.00			
Total	600.00	Amount In Words	Six Hundred Rupees Only
Payment Details IDBI BANK		**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN Ref. No.	69103332019052813702 216788668
Cheque/DD No.		Bank Date RBI Date	28/05/2019-14:43:13 Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID : Mobile No. : 7045368043

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

DEFACED ₹600.00 DEFACED

बदर - ३/
४०८६ | ९३५ | १८०
२०१९

बदर-४
४२८३ | १ | २२

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-323-5363	0001131273201920	28/05/2019-16:32:58	IGR187	100.00
2	(iS)-323-5363	0001131273201920	28/05/2019-16:32:58	IGR187	500.00
			Total Defacement Amount		600.00

 Print Date 28-05-2019 04:34:38

DHC Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2805201908916	Receipt Date	28/05/2019

Received from HIREN PATEL, Mobile number 7045368043, an amount of Rs.440/-, towards Document Handling Charges for the Document to be registered on Document No. 5363 dated 28/05/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED
₹ 440
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	28/05/2019
Bank CIN	100041520190528247465	REF No.	216794231
Deface No	2805201908916D	Deface Date	28/05/2019

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 4
MUMBAI SUBURBAN DIST., (BANDRA)

प्रतिज्ञापत्र
सदर दस्तऐवज [illegible] कलम [illegible] अंतर्गत असलेल्या तरतुदीनुसार
नोंदणीस [illegible] [illegible] निष्पादक व्यक्ती,
साक्षीदार [illegible] तपासली आहे. दस्ताची
सत्यता [illegible] दस्त निष्पादक व कबुलीधारक
संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

लिहून देणारे ७८८६	१३५	१८०
२०१९		

५३६३	२	२२
२०१९		

CHALLAN
MTR Form Number-6

GRN	MH001999490201920E	BARCODE		Date	28/05/2019-14:42:34	Form ID	48(f)

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty Registration Fee		**TAX ID (If Any)**	
		PAN No.(If Applicable)	AAFPP1153Q
Office Name BDR4_JT SUB REGISTRAR ANDHERI 2		**Full Name**	HIREN PATEL
Location MUMBAI			
Year 2019-2020 One Time		**Flat/Block No.**	-
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030045501 Stamp Duty	500.00	**Road/Street**	AS PER DOCUMENT
0030063301 Registration Fee	100.00	**Area/Locality**	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	
		SecondPartyName=AJAY ACHARYA~	
		Amount In Words	Six Hundred Rupees Only
Total	600.00		

THE SEAL OF THE SUB REGISTRAR BORIVALI MUMBAI SUBURBAN DIST. (BANDRA)

JOINT SUB REGISTRAR ANDHERI NO. MUMBAI SUBURBAN DIST. (BANDRA)

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332019052813702	216788668
Cheque/DD No.		Bank Date	RBI Date	28/05/2019-14:43:13	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 7045368043

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

बदर - २/

७००९३ | ९३८ | १२०

२०१९

कुर्ला-४ IV

४३६३ | B | 22

२०१९

Print Date 28-05-2019 02:43:18

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2805201908916	Date	28/05/2019

Received from HIREN PATEL, Mobile number 7045368043, an amount of Rs.440/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

Payment Details			
Bank Name	IBKL	Date	28/05/2019
Bank CIN	100041520190528247465	REF No.	216794231

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ९/		
७०८३	१३८	१८०
२०१९		

बदर-४		
५३६३	४	२२
२०१९		

POWER OF ATTORNEY

TO ALL, TO WHOM THESE PRESENTS SHALL COME I, **Mr. HIREN PATEL** an Indian inhabitant having its address at Gr. Floor, Paaduka, Plot No.3, Navyug Society, NS Road No.5, JVPD, Juhu Vile Parle (W), Mumbai - 400056, SEND GREETINGS:-

W H E R E A S:-

1. I carry on business in capacity as Director, Partner, Authorised Signatory etc. of various Companies and/or Private Limited Companies and/or Firms and/or LLP. All these Companies and/or Firms and/or LLP are interalia engaged in carrying out business of development and construction activities and other activities thereto.
2. In order to run my business smoothly, it is necessary for me to sign and deliver various documents including but not limited to Agreements, Affidavits, Undertakings, Memorandum of Understanding, various Deed, Conveyances, various documents etc. (hereinafter referred to as "the Documents") and have the same registered according to law.

3. Due to my preoccupations and frequent travel out of Mumbai, I may be unable to personally attend the offices of the concerned Sub-Registrar of Assurances for admitting execution of documents so executed by me in my capacity as stated in recital 1 above and as such I am desirous of appointing some fit and proper person for attending the office of the concerned Sub-Registrar of Assurances for admitting execution of the documents executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that **I, Mr. HIREN PATEL** do hereby nominate, constitute and appoint, **Mr. AJAY ACHARYA,** an Indian Inhabitant, presently residing at Near Babaji Zopadi, 7, Mani Bhavan, Ganesh Gavade Road, Mulund (W), Mumbai – 400080 and **Mr. YOGESH THAKKAR,** an Indian Inhabitant, presently residing at Bal Rajeshwar Road, 2/D/53, Vaishali Nagar Society, Mulund (W), Mumbai – 400080; to be my true and lawful **ATTORNEY/S** to act as jointly or severally (hereinafter referred to "The Attorney/s") for me, in my name and on my behalf to do only the following acts, deeds, matters and things as specifically stated hereinafter.

1) To present the Documents executed by me in my aforesaid capacities including my personal capacity and to admit execution thereof before the concerned Sub Registrar of Assurances, and to have the Documents registered according to law and to do all other acts, deeds, matters and things pertaining thereto.

2) GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authority hereinbefore contained.

3) And I hereby agree to ratify and confirm all and whatsoever the Attorney/s shall lawfully do or cause to be done by virtue of these presents.

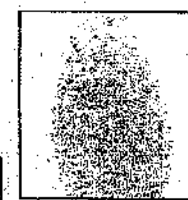
4) And this Power of Attorney is only for limited purpose of registration of documents and shall remain in force till **31st December, 2022.**

IN WITNESS WHEREOF we have hereunto put our hand at Mumbai this 28th day of MAY **2019.**

बदर-४	
५३६९	६	२२
२०१९	

SIGNED AND DELIVERED BY)
Withinnamed)

Mr. HIREN PATEL)



Thumb

In the presence of.....................)

1)

2)

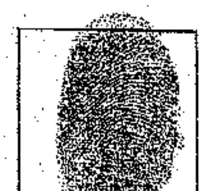
WE ACCEPT:-

1) Mr. AJAY ACHARYA

Thumb

बदल - २१		
७०९६	१४२	१२०
२०२१		

2) Mr. YOGESH THAKKAR



Thumb

THE SEAL OF THE SUB REGISTRAR BORIVALI No. ... MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

Y.P. Thakkar

बदर-४		
४३८३	७	२२
२०२१		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II

MUMBAI SUBURBAN DIST. (BANDRA)

बदर - २/		
७०९३	९४३	१९०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2

MUMBAI SUBURBAN DIST. (BANDRA)

बदर-४		
५३६३	८	22
२०११		

The power of service

SCAN CODE TO PAY YOUR BILL VIA UPI

Use any bank / UPI App

adani
Electricity

BILL OF SUPPLY | Residential

MRS. PARUL HIREN PATEL & MRS. DIPALI ATITHI PATEL

GR.FLR PAADUKA ANNEX MAYANK NAVYUG CHS LTD
PLOT NO 3, N S ROAD NO 5 JVPD
VILE PARLE WEST
MUMBAI 400056

Mobile No. 99*****13

EmailID al*****am@aristo.com

Connected Load 60.00KW

To update your email id and mobile number, call us on 19122 or 1800 200 3030.

ACCOUNT NO. 151274507

BILL MONTH APR-19

DUE DATE* 27-05-2019*

Electric Smiles — SMILES EARNED 3920

DUE AMOUNT

49420.00

NEW Earn Points on E-payments/ Cashless Payments. Please login to Adani Electricity Mobile App to view/redeem points (Electric Smiles) earned.

DISCOUNTED BILL AMOUNT
Discounted bill payable (after discount ₹417.81) before date 13-05-2019 ₹ 49000.00

LATE PAYMENT BILL AMOUNT
Amount of bill payable (including DPC) after due date 27-05-2019 ₹ 50040.00

Refer overleaf for details. Previous balance is payable immediately.

*Payable until one month after due date, thereafter interest chargeable as per MERC tariff order.

SANDEEP NARALE
Business Head
(South Division)

24X7 POWERLINE
19122 We're listening.

For power interruption, complaint or restoration status: SMS POWER <9 digit account no.> to 7065313030 from any mobile no. Give us a missed call on 1800 532 9998 from your registered mobile no. For other queries: WhatsApp on 9022 61 3030 (8am to 8pm)

CUSTOMER CARE CENTRE/ INTERNAL GRIEVANCE REDRESSAL CELL (IGRC)
RNA Corporate Park, Old Kalanagar, Near Collector's Office, Bandra (E), Mumbai - 400 051
Fax. 3009 6263

www.adanielectricity.com
helpdesk.mumbaielectricity@adani.com

Join us on.

Bill No. 100308710430 | Bill Date 06-05-2019 | Type of Supply THREE PHASE

Bill Distribution No. SOUTH/SZ1-BANDRA-JUHU /33/814/028/028/001 | Cycle No. 33

YOUR CURRENT CONSUMPTION

Tariff	Meter number	Multiplying Factor (MF)	Energy consumption: Present reading	Previous reading	Consumption (Unit kWh)	Energy charge (₹)	Fixed charge (₹)
LT I(B)	L980948	40	7129.90	7037.70	3688.00	31307.20	780.00
Total					3688	31307.20	780.00

TRACK YOUR CONSUMPTION (UNITS)

Month	Units
Mar-19	3376
Feb-19	2752
Jan-19	3068
Dec-18	3160
Nov-18	3315
Oct-18	3420
Sep-18	3512
Aug-18	3125
Jul-18	3160
Jun-18	3584
May-18	3796

3688 Apr-19 | 3932 Apr-18

IMPORTANT MESSAGE
Fixed charges are applicable by Demand ... on account of Demand ... protection ... to avoid ... harmful ... Based on average of ... months ... billing amount, your Security Deposit (SD) required is ... your SD with us is ₹3680.00 you are requested to pay the balance SD of ₹... a letter for the same is ... with the bill. Meter reading as on 07-06-2019 will be considered for preparing May-19 bill. New Tariff rates are effective from 01-04-2019 as per MERC order dated 12-09-2018 in case No 200 of 2018. Accordingly ... tariffs and FAC are ... units.

Paytm Cashback
Pay your Electricity Bill on Paytm. Get up to
₹1,600 Cashback
Instant Cashback | Movie Tickets | Flight Booking | Food Delivery
Scan QR code to activate offer
adani Electricity

CSD/106/2018/3119/18 dated 10.08.2018

If paying by cheque, please remember:
- Cheque should be Account Payee of local clearing and not post-dated
- Always attach payment slip. Do not staple.
- Make cheque payable to Adani Electricity Mumbai Ltd. A/C No. : 151274507
- Mention A/c.No. and respective amount on back of the cheque, when making multiple bill payments by single cheque

Ref. No. ... 33/814/028

015127450770004942027052019000500400000490001305201 9

b/f (₹) 1.50 | 028/001/NRL

Apr-19 | 151274507/7/ | Rounded amount payable ₹49420.00 Due date 27-05-2019 | Discounted amount : ₹49000.00 Discount date : 13-05-2019 | Amount after due date : ₹50040.00

Handwritten: 1722 16/5/19 5100 Bill; 7383; 22; 3300 1988 900 2088

Stamps: JOINT SUB REGISTRAR MUMBAI SUBURBAN DIST. (BANDRA); SEAL OF JOINT SUB REGISTRAR BORIVALI MUMBAI SUBURBAN DIST.

This electricity bill neither reflects a title nor is to be used as a proof of ownership of any property or premises

THE SEAL OF THE SUB REGISTRAR BORIVALI No. II
दुय्यम निबंधक बोरीवली क्र.-२
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
क्र. २
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - २/		
८०९६	१४५	१९०
२०११		

बदर-४		IV
५३६३	१०	२२
२०११		

आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1175/17913/00923

24/11/2013

To,
हिरेन नरेंद्र पटेल
Hiren Narendra Patel
Ground Floor, Paaduka, Annexe Mayank, Navyug Society
Plot No-3, N S Road No-5
Opp. HP Petrol Pump JVPD Scheme
Mumbai
Vileparle (West) Mumbai Mumbai
Maharashtra 400056
9820223001

Ref: 187 / 08L / 317362 / 317363 / P

SH636166167FT

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 * MUMBAI SUBURBAN DIST. (BANDRA) *

आपला आधार क्रमांक / Your Aadhaar No. :

5716 7063 4675

आधार - सामान्य माणसाचा अधिकार

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 2 * MUMBAI SUBURBAN DIST. (BANDRA) *

भारत सरकार
Government of India

हिरेन नरेंद्र पटेल
Hiren Narendra Patel
जन्म तारीख / DOB 22/01/1970
पुरुष / Male

5716 7063 4675

आधार - सामान्य माणसाचा अधिकार

बदर-४		
५३६३	११	22
२०१९		

बरल - २/		
७०९३	१४६	१६०
२०१९		

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAFPP1152Q

नाम / Name
HIREN NARENDRA PATEL

पिता का नाम / Father's Name
NARENDRA DESAIBHAI PATEL

जन्म की तारीख
Date of Birth
22/01/1970

हस्ताक्षर / Signature

Government of India

AADHAAR

सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वाचे नाही .
- ओळख सिद्ध करण्यासाठी, ऑनलाईन अधिप्रमाणित करावे .

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- आधारला देशभरात मान्यता आहे .
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे .
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

CBL / 317362

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2 MUMBAI SUBURBAN DIST., (BANDRA)
दु. सह. निबंधक बोरीवली क्र. २ मुंबई उपनगर जिल्हा (वांद्रे)

आधार

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता: ग्राउंड फ्लोर, पादुका, अनेक्स मयंक नवयुग सोसाइटी, प्लॉट नं-3, एन एस रोड नं-5, एचपी पेट्रोल पंप समोर, जेवीपीडी स्कीम, मुंबई, विलेपार्ले (वेस्ट), महाराष्ट्र, 400056

Address: Ground Floor, Paaduka, Annexe Mayank, Navyug Society, Plot No-3, N S Road No-5, Opp. HP Petrol Pump, JVPD Scheme, Mumbai, Vileparle (West), Maharashtra, 400056

बरल - २/		
७०८६	९४७	१८०
२०१९		

5716 7063 4675

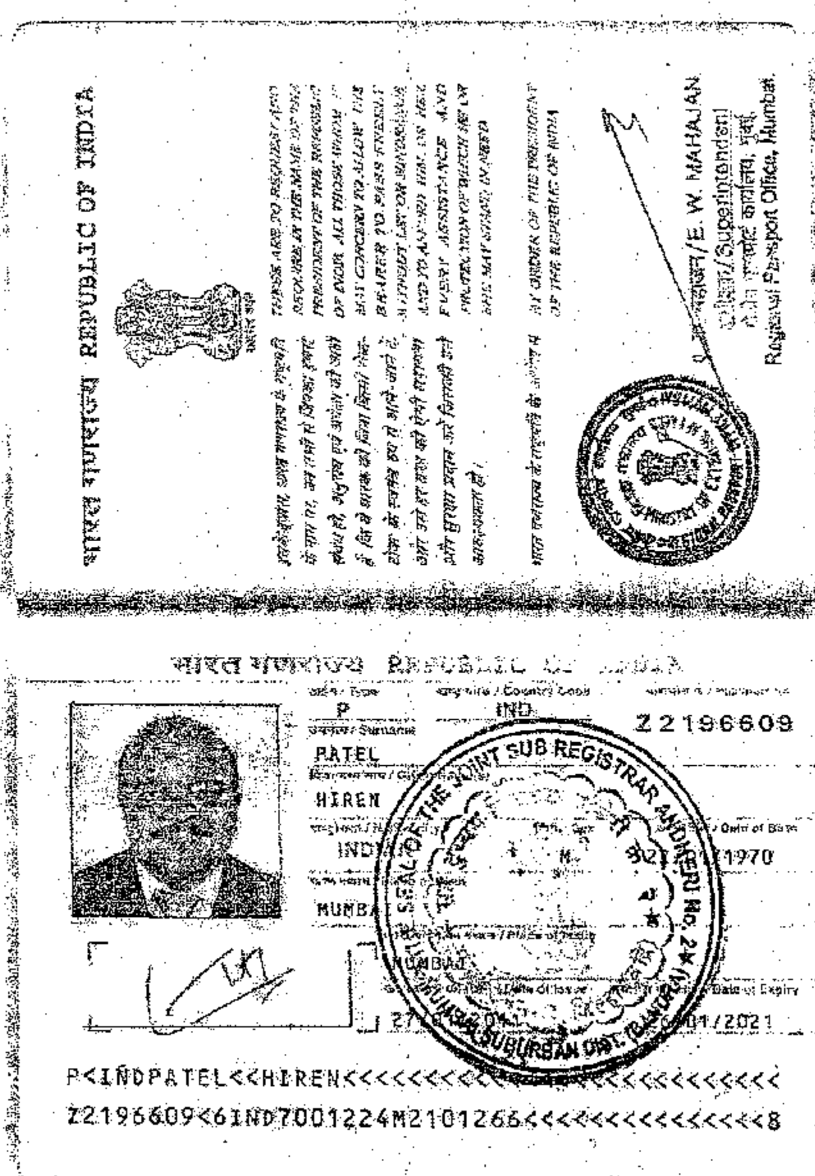
1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST. (BANDRA)

बदर-४		IV
५३६३	१२	२८
२०१९		



REPUBLIC OF INDIA

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE AND TO AFFORD HIM OR HER EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

E. W. MAHAJAN
Superintendent
Regional Passport Office, Mumbai.

भारत गणराज्य REPUBLIC OF INDIA

Type: P
Country Code: IND
Passport No.: Z2196609
Surname: PATEL
Given Name: HIREN
Nationality: INDIAN
Sex: M
Date of Birth: 1970
Place of Birth: MUMBAI
Place of Issue: MUMBAI
Date of Issue: 27/
Date of Expiry: /01/2021

P<INDPATEL<<HIREN<<<<<<<<<<<<<<<<<<<<<<<<<<<

Z2196609<6IND7001224M2101266<<<<<<<<<<<<<<<8

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II

मुंबई उपनगर जिल्हा (बांद्रे)

MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०९३	१४८	१६०
२०११		

बदर-४		
४३९३	४३	२२
२०११		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II

दुय्यम निबंधक बोरीवली क्र.-२

मुंबई उपनगर जिल्हा (बांद्रा)

MUMBAI SUBURBAN DIST., (BANDRA)

पिता / कानूनी अभिभावक का नाम / Name of Father / Legal Guardian

NARENDRA DESAI PATEL

माता का नाम / Name of Mother

HASU NARENDRA PATEL

पति या पत्नी का नाम / Name of Spouse

PARUL HIREN PATEL

पता / Address

GRD. FLOOR PAADUKA, ANNEXE MAYANK,

[illegible] SOC., PLOT NO-3, N.S.RD NO5

JUHU [illegible] PARLE (W), MUMBAI-400056

पुराने पासपोर्ट का नं. और जारी करने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

F6351515 07/02/2006 MUMBAI

फ़ाइल संख्या / File No.

BOML00317[illegible] — OLD PPT CLD & RETURNED

JOINT SUB REGISTRAR ANDHERI NO. 2

मुंबई उपनगर जिल्हा (बांद्रा)

MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०९३	९४९	१९०
२०११		

बदर-४		IV
५३९३	५८	22
२०११		

भारत सरकार
GOVERNMENT OF INDIA

अजय यशवंत आचार्य
Ajay Yashwant Acharya
जन्म वर्ष / Year of Birth : 1969
पुरुष / Male

3393 0103 4686

आधार — सामान्य माणसाचा अधिकार

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2
MUMBAI SUBURBAN DIST. (BANDRA)

SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता: बाबाजी झोपडी जवळ, ७, मनी भवन, गणेश गावडे रोड, मुलुंड पश्चिम, मुंबई, महाराष्ट्र, 400080

Address: Near Baboji Zopadi, 7, Mani Bhavan, Ganesh Gavde Road, Mulund West, Mumbai(Sub Urban), Maharashtra, 400080

1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Bengaluru-560 001

बरल - २		
७०८६	९५०	१८०
२०		

बदर-४		IV
४३९३	२४	२२
२०१९		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAFPA0680D

नाम / Name
AJAY YASHWANT ACHARYA

पिता का नाम / Father's Name
YASHWANT PRAHLAD ACHARYA

जन्म की तारीख / Date of Birth
23/02/1969

हस्ताक्षर / Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 7
सह दुय्यम निबंधक बोरीवली क्र.-७
सत्यमेव जयते
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७००६	९५१	१८०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 4
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बदर-४		
५३६३	१६	२८
२०११		

भारत सरकार
GOVERNMENT OF INDIA

योगेश प्रविणचंद्र ठक्कर
Yogesh Pravinchandra Thakkar

जन्म वर्ष / Year of Birth : 1960
पुरुष / Male

2770 2939 7686

आधार — सामान्य माणसाचा अधिकार

Y.P. Thakkar

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 4
MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता : बाल राजेश्वर रोड, २/डी/५३, वैशाली नगर सोसायटी, मुलुंड वेस्ट स.ओ. मुंबई, महाराष्ट्र, 400080

Address : Bal Rajeshwar Raod, 2/D/53, Vaishali Nagar Society, Mulund West S.O. Mumbai, Maharashtra, 400080

Aadhaar - Samanya Maansacha Adhikaar

बदर-४		
४३६३	१५	२२
२०११		

आयकर विभाग — भारत सरकार
INCOME TAX DEPARTMENT — GOVT. OF INDIA

YOGESH P THAKKAR
P G THAKKAR
05/07/1960
Permanent Account Number
ACSPT7102Q

Y.P. Thakkar
Signature

बरल - २/		
७०९६	९५२	१९०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 4
MUMBAI SUBURBAN DIST.

बदर-४ IV

५३६३	८	२२

२०११

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
बोरीवली क्र.-२
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/

७०९६	१५३	१८०

२०११

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ANIL RAGHUNATH SALVI

RAGHUNATH VITTHAL SALVI

08/04/1970

Permanent Account Number
AVXPS7550H

Signature

30072011

[redacted]

विरल वसंत मिस्त्री
Viral Vasant Mistry
जन्म तारीख/DOB:10/07/1988
पुरुष Male

9779 4046 8728

माझे आधार, माझी ओळख

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

AJAY SANJAY PAWAR

SANJAY PAWAR

09/01/1985

Permanent Account Number
CCGPP0997D

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

SANTOSH SAKHARAM DANGE

SAKHARAM NAMDEO DANGE

24/12/1974

Permanent Account Number
BCRPD1123G

Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 8
MUMBAI SUBURBAN DIST.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST.

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No: MH04 20100038473 DOI: 07-12-2010
Valid Till: 06-12-2030 (NT)

FORM 7
RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV	DOI
MCWG	07-12-2010
LMV	07-12-2010

DOB: 31-03-1988 BG:

Name MITESH MISTRY
S/D/W of SURESH MISTRY
Add P-403, STAR RESIDENCY CHS, EVERSHINE CITY,
VASAI(E), THANE
PIN 401208
Signature & ID of
Issuing Authority: MH04 2010428C

Signature/Thumb
Impression of Holder

बरल - २/

४००६	९५४	१६०

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

GHANSHAM RAGHUNATH SALVI

RAGHUNATH SALVI

06/09/1961

Permanent Account Number
EAAPS0043D

Signature

30082012

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No. MH02 20140040415 DOI: 23-09-2014
Valid Till: 22-09-2034 (NT)

DED: 24-11-2017

FORM 7
RULE 15 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV	DOI
LMV	23-09-2014
MCWG	23-09-2014

DOB: 18-01-1995 BG:

Name DILIP SINGH
S/D/W of SURESH SINGH
Add ROOM NO. 01, PADAM SINGH CHAWL, ADARSH
NAGAR, KURAR VILLAGE, MALAD (E) MUMBAI
MUMBAI
PIN 400097
Signature & ID of
Issuing Authority: MH02

Signature/Thumb
Impression of Holder

बदर - ६	IV
५३६३	२८ २२
२०१९	

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - २/		
८०९६	९५५	१९०
२०१९		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

करल - ४	IV	
५३६३	20	22
२०१९		

Summary1 (GoshwaraBhag-1)

323/5363
मंगळवार,28 मे 2019 4:33 म.नं.

दस्त गोषवारा भाग-1

वदर4
दस्त क्रमांक: 5363/2019

दस्त क्रमांक: वदर4 /5363/2019

बाजार मुल्य: रु. 00/-   मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात
अ. क्रं. 5363 वर दि.28-05-2019
रोजी 4:31 म.नं. वा. हजर केला.

पावती:6211   पावती दिनांक: 28/05/2019

सादरकरणाराचे नाव: हिरेन पटेल

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्टांची संख्या: 22	
एकुण:	540.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक, अंधेरी क्र. २
सह दुय्यम निबंधक, अंधेरी 2
मुंबई उपनगर जिल्हा

सह. दुय्यम निबंधक, अंधेरी क्र. २
सह दुय्यम निबंधक, अंधेरी 2
मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा

शिक्का क्रं. 1 28 / 05 / 2019 04 : 31 : 16 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 28 / 05 / 2019 04 : 39 : 27 PM ची वेळ: (फी)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - ४
५३६३ | २७ | २२
२०१९

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र. २
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे

Y. P. Thakker

बरल - १
७०६३ | १५६ | १६०
२०१९

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

28/05/2019 4 45:30 PM

दस्त गोषवारा भाग-2

वदर4
दस्त क्रमांक:5363/2019

दस्त क्रमांक :बदर4/5363/2019

दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हिरेन पटेल पत्ता:-, तळमजला , पादुका, प्लॉट नं.3, नवयुग सोसायटी, विलेपार्ले पश्चिम , एन एस रोड नं.5, जेवीपीडी, जुहू, ईर्ला, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAFPP1153Q	कुलमुखत्यार देणार वय :-49 स्वाक्षरी:-		
2	नाव:अजय आचार्य पत्ता:-, -, बाबाजी झोपडीच्या जवळ, 7, मनी भवन, मुलुंड पश्चिम , गणेश गावडे रोड, मुलुंड डु रोड, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAFPA0680D	पॉवर ऑफ़ अटॉर्नी वय :- स्वाक्षरी:-		
3	नाव:योगेश ठक्कर पत्ता:2/डी/53, -, वैशाली नगर सोसायटी, मुलुंड पश्चिम , बाळ राजेश्वर रोड, मुलुंड डु रोड, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:ACSPT7102Q	पॉवर ऑफ़ अटॉर्नी होल्डर वय :-58 स्वाक्षरी:- Y.P. Thakkar		

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:28 / 05 / 2019 04 : 45 : 47 PM

बदर - ४ / 4383 22 / 22 / २०१९

बदल - २/ 1002 9४५ / १८० / २०१९

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:भूषण साळवी - वय:52 पत्ता:बी 15 बलरामा बीकेसी बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		
2	नाव:संतोष डांगे वय:44 पत्ता:बी 15 बलरामा बीकेसी बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:28 / 05 / 2019 04 : 48 : 27 PM

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण 22 पाने आहेत.
पुस्तक क्र.१/बदर-४/क्रमांक 4383 /२०१९
वर नोंदला, दिनांक 28/5 /२०१९

सह दुय्यम निबंधक अंधेरी क्र. २
मुंबई उपनगर जिल्हा

EPayment Details.

sr.	Epayment Number	Defacement Number
1	2805201908916	2805201908916D
2	MH001999490201920E	0001131273201920

सह दुय्यम निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर जिल्हा

5363 /2019

Know Your Rights as Registrants

iSarita v1.5.0

घोषणापत्र

मी योगेश ठक्कर. द्वारे घोषित करतो की, दुय्यम निबंधक बोरीवली - 2 यांच्या कार्यालयात डिबेंचर ट्रस्ट डीड या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. हिरेन पटेल व इ. यांनी दि. 28/05/2019 रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

बरल - २/		
८०९६	९५८	१६०
२०१९		

दिनांक : 27/6/2019

Y.P. Thakkar
कुलमुखत्यारपत्रधारकाचे नाव व सही

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र.२
मुंबई उपनगर जिल्हा
MUMBAI SUBURBAN DIST. (BANDRA)

323/5366

पावती

Tuesday,May 28 ,2019
5:03 PM

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 6214 दिनांक: 28/05/2019

गावाचे नाव: जुहू
दस्तऐवजाचा अनुक्रमांक: वदर4-5366-2019
दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: अतिथि पटेल

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्ठांची संख्या: 22	
एकूण:	रु. 540.00

सह दुय्यम निबंधक, अंधेरी-2

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001999121201920E दिनांक: 28/05/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.440/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2805201909070 दिनांक: 28/05/2019
बँकेचे नाव व पत्ता:

बदर - २/		
७०ee	९५८	१e०
२०१९		

DELIVERED

DELIVERED ORIGINAL DOCUMENT
ON- 28/05/2019

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह दुय्यम निबंधक बोरीवली क्र. २
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST., (BANDRA)

CHALLAN
MTR Form Number-6

GRN MH001999121201920E	BARCODE	Date 28/05/2019-14:38:47	Form ID 25.2

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty Registration Fee		TAX ID (If Any)	
		PAN No.(If Applicable)	AAFPP1154K
Office Name BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name	ATITHI PATEL
Location MUMBAI			
Year 2019-2020 One Time		Flat/Block No.	
Account Head Details	**Amount In Rs.**	Premises/Building	
0030045501 Stamp Duty	500.00	Road/Street	AS PER DOCUMENT
0030063301 Registration Fee	100.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	
		SecondPartyName=AJAY ACHARYA~	
DEFACED ₹600.00 DEFACED			
Total	600.00	Amount In Words	Six Hundred Rupees Only
Payment Details IDBI BANK		**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN Ref. No.	69103332019052813668 216788044
Cheque/DD No.		Bank Date RBI Date	28/05/2019-14:39:34 Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID : Mobile No. : 7045368043

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE SUB REGISTRAR ... SUBURBAN DIST. (BANDRA)

बदर - ३/
६०८३ ९२० ९८०
२०१९

बदर - ४ ३९
४३८६ ७ २२
२०२३

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-323-5366	0001132137201920	28/05/2019-16:49:15	IGR187	100.00
2	(iS)-323-5366	0001132137201920	28/05/2019-16:49:15	IGR187	500.00
			Total Defacement Amount		600.00

Print Date 28-05-2019 04:51:01

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2805201909070	Receipt Date	28/05/2019

Received from ATITHI PATEL, Mobile number 7045368043, an amount of Rs.440/-, towards Document Handling Charges for the Document to be registered on Document No. 5366 dated 28/05/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED ₹ 440 DEFACED

बदल - २/
७०९६ ९५७ १९०
२०१९

Payment Details

Bank Name	IBKL	Payment Date	28/05/2019
Bank CIN	10004152019052824759 7	REF No.	216795219
Deface No	2805201909070D	Deface Date	28/05/2019

This is computer generated receipt, hence no signature is required.

बदर - २/

THE SEAL OF THE SUB REGISTRAR ... MUMBAI SUBURBAN DIST.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST.

बदर-४
५३६६ २ २२
२०१९

CHALLAN
MTR Form Number-6

GRN	MH001999121201920E	BARCODE		Date	28/05/2019-14:38:47	Form ID	25.2

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty Registration Fee		TAX ID (If Any)	
		PAN No.(If Applicable)	AAFPP1154K
Office Name BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name	ATITHI PATEL
Location MUMBAI			
Year 2019-2020 One Time		Flat/Block No.	-
Account Head Details	**Amount In Rs.**	Premises/Building	
0030045501 Stamp Duty	500.00	Road/Street	AS PER DOCUMENT
0030063301 Registration Fee	100.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	SecondPartyName=AJAY ACHARYA~
		Amount In Words	Six Hundred Rupees Only
Total	600.00		
Payment Details IDBI BANK		**FOR USE IN RECEIVING BANK**	

Cheque-DD Details					
Cheque/DD No.		Bank CIN	Ref. No.	69103332019052813668	216788044
Name of Bank		Bank Date	RBI Date	28/05/2019-14:39:34	Not Verified with RBI
Name of Branch		Bank-Branch		IDBI BANK	
		Scroll No. , Date		Not Verified with Scroll	

THE SEAL OF THE SUB REGISTRAR BORIVALI MUMBAI SUBURBAN DIST. (BANDRA)

THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

Department ID :
Mobile No. : 7045368043

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

बदर - २		
७०९६	९६२	१९०
२०१९		

बदर - ४	
५३९९	३ २२
२०१९	

Print Date 28-05-2019 02:39:39

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2605201909070	Date 28/05/2019

Received from ATITHI PATEL, Mobile number 7045368043, an amount of Rs.440/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

Payment Details

Bank Name IBKL	Date 28/05/2019
Bank CIN 100041520190526247597	REF No. 216795219

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. ... MUMBAI SUBURBAN DIST., (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - २१

८०८६ | ९८३ | १८०

२०१९

बदर - ४

५३८३ | ४ | 22

२०१९

बरल - २		
७०८३	९८	१९०
२०२२		

बदर - ४		
४३८३	४	२२
२०२२		

POWER OF ATTORNEY

TO ALL, TO WHOM THESE PRESENTS SHALL COME I, **Mr. ATITHI PATEL** an Indian inhabitant having its address at Gr. Floor, Paaduka, Plot No.3, Navyug Society, NS Road No.5, JVPD, Juhu Vile Parle (W), Mumbai - 400056, SEND GREETINGS:-

WHEREAS:-

1. I carry on business in capacity as Director, Partner, Authorised Signatory etc. of various Companies and/or Private Limited Companies and/or Firms and/or LLP. All these Companies and/or Firms and/or LLP are interalia engaged in carrying out business of development and construction activities and other activities thereto.
2. In order to run my business smoothly, it is necessary for me to sign and deliver various documents including but not limited to Agreements, Affidavits, Undertakings, Memorandum of Understanding, various Deed, Conveyances, various documents etc. (hereinafter referred to as "the Documents") and have the same registered according to law.

3. Due to my preoccupations and frequent travel out of Mumbai, I may be unable to personally attend the offices of the concerned Sub-Registrar of Assurances for admitting execution of documents so executed by me in my capacity as stated in recital 1 above and as such I am desirous of appointing some fit and proper person for attending the office of the concerned Sub-Registrar of Assurances for admitting execution of the documents executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that **I, Mr. ATITHI PATEL** do hereby nominate, constitute and appoint, **Mr. AJAY ACHARYA,** an Indian Inhabitant, presently residing at Near Babaji Zopadi, 7, Mani Bhavan, Ganesh Gavade Road, Mulund (W), Mumbai – 400080 and **Mr. YOGESH THAKKAR,** an Indian Inhabitant, presently residing at Bal Rajeshwar Road, 2/D/53, Vaishali Nagar Society, Mulund (W), Mumbai – 400080; to be my true and lawful **ATTORNEY/S** to act as jointly or severally (hereinafter referred to as "The Attorney/s") for me, in my name and on my behalf to do only the following acts, deeds, matters and things as specifically stated hereinafter.

1) To present the Documents executed by me in my aforesaid capacities including my personal capacity and to admit execution thereof before the concerned Sub Registrar of Assurances, and to have the Documents registered according to law and to do all other acts, deeds, matters and things pertaining thereto.

2) GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authority hereinbefore contained.

And I hereby agree to ratify and confirm all and whatsoever the Attorney/s shall lawfully do or cause to be done by virtue of these presents.

And this Power of Attorney is only for limited purpose of registration of documents and shall remain in force till **31st December, 2022.**

IN WITNESS WHEREOF we have hereunto put our hand at Mumbai this 28th day of MAY **2019.**

SIGNED AND DELIVERED BY)
Withinnamed)

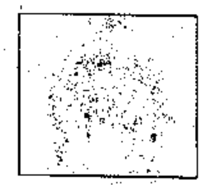
Mr. ATITHI PATEL)

Thumb

In the presence of....................)

WE ACCEPT:-

1) Mr. AJAY ACHARYA

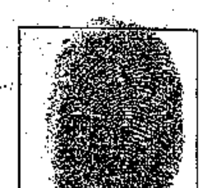


Thumb

बदर - २/		
७०८६	९५६	१८०
२०११		

Ajay Acharya

2) Mr. YOGESH THAKKAR



Thumb

THE SEAL OF THE SUB REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST. (BANDRA)

THE JOINT SUB REGISTRAR ANDHERI No.
MUMBAI SUBURBAN DIST. (BANDRA)

Y.P. Thakkar

बदर - ४		
५३६६	७	२२
२०११		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.
सह. दुय्यम निबंधक बोरीवली क्र.
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०९३	९५७	१९०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - ४		टाव
५३६६	C	22
२०११		

Tanuja

Invoice No. 1722
P.D. 1616159
5100
Bill

The power of service

SCAN CODE TO PAY YOUR BILL VIA UPI
Use any bank / UPI App

adani
Electricity

BILL OF SUPPLY | Residential

MRS. PARUL HIREN PATEL & MRS. DIPALI ATITHI PATEL

GR.FLR PAADUKA ANNEX MAYANK NAVYUG CHS LTD
PLOT NO 3. N S ROAD NO 5 JVPD
VILE PARLE WEST
MUMBAI 400056

Mobile No. 99*****13

Email ID ni*****am@arlisto.com

Connected Load 60.00kW

To update your email id and mobile number, call us on 19122 or 1800 200 3030.

19122 We're listening.

For power interruption, complaint or restoration status

SMS POWER <9 digit account no.> to 7065313030 from any mobile no.
Give us a missed call on 1800 532 9998 from your registered mobile no.
For other queries: WhatsApp on 9022 81 3030 (8am to 8pm)

CUSTOMER CARE CENTRE/ INTERNAL GRIEVANCE REDRESSAL CELL (IGRC)
RNA Corporate Park, Old Kalamandir, Near Collector's Office, Bandra (E), Mumbai - 400 051
Fax. 3009 6253

www.adanielectricity.com
helpdesk.mumbaielectricity@adani.com

Join us on

Bill No. 100308710430 Bill Date 06-05-2019 Type of Supply THREE PHASE
Bill Distribution No. SOUTH/SZ1-BANDRA-JUHU /33/814/028/028/001 Cycle No. 33

ACCOUNT NO.
151274507

BILL MONTH
APR-19

DUE DATE*
27-05-2019*

Electric Smiles
SMILES EARNED 3920

YOUR CURRENT CONSUMPTION

Tariff	Meter number	Multiplying Factor (MF)	Energy consumption: Present reading	Energy consumption: Previous reading	Energy consumption: Consumption (Unit kWh)	Energy charge (₹)	Fixed charge (₹)
LT I (B)	C980948	40	7129.90	7037.70	3688.00	31307.20	780.00
Total					3688	31307.20	780.00

TRACK YOUR CONSUMPTION (UNITS)

Mar-19	3376
Feb-19	2772
Jan-19	3058
Dec-18	3150
Nov-18	3316
Oct-18	3440
Sep-18	3512
Aug-18	3100
Jul-18	3180
Jun-18	3588
May-18	3796

Apr-19	Apr-18
3688	3332

IMPORTANT MESSAGE
- Please pay this bill by Online / RTGS / NEFT / Cheque or Demand Draft.
- Install earth leakage protection device ... and above to prevent harmful electric shock.
- Based on average of 12 months billing amount, your Security Deposit ... required ... Since your SD ... balance SD of ₹4150.00 ...
- ... 2019 as per MERC ... of 2017. Accordingly ... on prorated units.

DUE AMOUNT
49420.00

NEW Earn Points on E-payments/ Cashless Payments: Please login to Adani Electricity Mobile App to view/redeem points (Electric Smiles) earned.

DISCOUNTED BILL AMOUNT
Round sum bill payable (after discount of ₹ 417.81) on or before discount date 13-05-2019 ₹ 49000.00

LATE PAYMENT BILL AMOUNT
Round sum bill payable (including DPC of ₹ ...) after due date 27-05-2019 ₹ 50040.00

*Refer ... Previous ... is payable ... *Payable ... month after due ... applicable as per MERC

Paytm CASHBACK
Pay your Electricity Bill on Paytm. Get up to ₹1600 Cashback
Instant Cashback
Movie Tickets
Flight Bookings
Food Delivery
Scan QR code to activate offer
adani Electricity

ABM in receipt: 'Q' for cheque, 'C' for cash ... CSD/106/2018/3119/18 dated 10.09.2018

THE JOINT SUB REGISTRAR BORIVALI NO. II
SANDEEP NAGRE
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - ४
४३८३ ८२
२०१९

If paying by cheque, please remember:
- Cheque should be Account Payee of local clearing and not post-dated
- Always attach payment slip. Do not staple.
- Make cheque payable to Adani Electricity Mumbai Ltd, A/C No. : 151274507
- Mention A/c No. and respective amount on back of the cheque, when making multiple bill payments by single cheque.

Ref No. : R139\315\315\80844 33/814/028
b/f(₹) : 1.50 028/001/NRL

0151274507700049420270520190005004000004900013052019

Apr-19 151274507/7

Round sum payable: ₹49420.00
Due date : 27-05-2019

Discounted amount : ₹49000.00
Discount date : 13-05-2019

Amount after due date : ₹50040.00

बदर - ४
३३००
९६४
९८०
२०१९

This electricity bill neither reflects a title nor is to be used as a proof of ownership of any property or premises

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 ★
दुय्यम निबंधक बोरीवली क्र-१
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७००६	१५९	१९०
२०१९		

THE JOINT SUB REGISTRAR ANDHERI No. 2 ★
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - ४		IV
५३६६	10	22
२०१९		

आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1175/17913/00897

To,
अतिथी नरेंद्र पटेल
Atithi Narendra Patel
Ground Floor, Paaduka, Annexe Mayank, Navyug Society
Plot No-3, N S Road No-5
Opp. Petrol Pump JVPD Scheme
Mumbai
Vileparle (West) Mumbai Mumbai
Maharashtra 400056
9820223002

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST., (BANDRA)
10/08/2013

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

Ref: 76 / 18J / 107693 / 107728 / P

SH412537279FT

आपला आधार क्रमांक / Your Aadhaar No. :

9724 3184 0463

आधार - सामान्य माणसाचा अधिकार

बरल - ३	
७०१६	१०६

भारत सरकार
Government of India

अतिथी नरेंद्र पटेल
Atithi Narendra Patel
जन्म तारीख / DOB : 19/11/1971
पुरुष / Male

9724 3184 0463

आधार - सामान्य माणसाचा अधिकार

बदर - ४		
५३६६	११	22
२०१९		

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AAFPP1154K

नाम /NAME
ATITHI NARENDRA PATEL

पिता का नाम /FATHER'S NAME
NARENDRA DESAIBHAI PATEL

जन्म तिथि /DATE OF BIRTH
19-11-1971

हस्ताक्षर /SIGNATURE

आयकर निदेशक (पद्धति)
DIRECTOR OF INCOME TAX (SYSTEMS)

Government of India

AADHAAR

सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वाचे नाही .
- ओळख सिद्ध करण्यासाठी, ऑनलाईन अधिप्रमाणित करावे .

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

18J / 107693

- आधारला देशभरात मान्यता आहे .
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे .
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता: ग्राउंड फ्लोर, पादुका, अॅनेक्से मयंक, नव्युग सोसाइटी, प्लॉट नं-3, एन एस रोड नं-5, पेट्रोल पंप समोर, जेव्हीपीडी स्कीम, मुंबई, विलेपार्ले (वेस्ट), महाराष्ट्र, 400056

Address: Ground Floor, Paaduka, Annexe Mayank, Navyug Society, Plot No-3, N S Road No-5, Opp: Petrol Pump, JVPD Scheme, Mumbai, Vileparle (West), Maharashtra, 400056.

9724 3184 0463

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

THE SEAL OF THE SUB REGISTRAR BORIVALI No. ... सह दुय्यम निबंधक बोरीवली ... मुंबई उपनगर जिल्हा (बांद्रे) MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ३/		
७०९६	१७१	१९०
२०१९		

SEAL OF THE JOINT SUB REGISTRAR ... No. 2 ... MUMBAI SUBURBAN DIST. (BANDRA)

बवर - ४		
५३६६	१२	२२
२०१९		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 3 * MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE SUB REGISTRAR BORIVALI * MUMBAI SUBURBAN DIST.

भारत गणराज्य REPUBLIC OF INDIA

प्रकार / Type: P
देश कोड / Country Code: IND
पासपोर्ट नं. / Passport No.: Z2600677

उपनाम / Surname
PATEL

दिया गया नाम / Given Name(s)
ATITHI NARENDRA

राष्ट्रीयता / Nationality: INDIAN
लिंग / Sex: M
जन्मतिथि / Date of Birth: 19/11/1971

जन्म स्थान / Place of Birth
MUMBAI, MAHARASHTRA

जारी करने का स्थान / Place of Issue
MUMBAI

जारी करने की तिथि / Date of Issue: 22/04/2013
समाप्ति की तिथि / Date of Expiry: 21/04/2023

P<INDPATEL<<ATITHI<NARENDRA<<<<<<<<<<<<<<<<

Z2600677<3IND7111192M2304218<<<<<<<<<<<<<<0

बदर - ४		
५३६९	१३	२२
२०२२		

बरल - २/		
७०९३	९७२	१८०
२०२२		

१

THE SEAL OF THE SUB REGISTRAR ... MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. ... MUMBAI SUBURBAN DIST. (BANDRA)

Name of Father / Legal Guardian

...RA DESAIBHAI PATEL

Z2600577

बरल - २१		
७०ee	९७३	१००
२०११		

Name of Mother

HASU NARENDRA PATEL

Name of Spouse

DIPALI ATITHI PATEL

Address

GR FLR,PAADUKA,ANNEXE MAYANK,NAVYUG,NS RD5

PLOT NO THREE JVPD VILEPARLE W,MUMBAI

PIN:400056,MAHARASHTRA,INDIA

Old Passport No. with Date and Place of Issue

E6350630 27/01/2006 MUMBAI

बदर - ४ ... १२

File No.

B02070967447413

५२६५
२०११

भारत सरकार
GOVERNMENT OF INDIA

अजय यशवंत आचार्य
Ajay Yashwant Acharya
जन्म वर्ष / Year of Birth : 1969
पुरुष / Male

3393 0103 4686

आधार — सामान्य माणसाचा अधिकार

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. ... MUMBAI SUBURBAN DIST., (BANDRA)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता: बाबाजी झोपडी जवळ, ७, मनी भवन, गणेश गावडे रोड, मुलुंड वेस्ट, मुंबई, महाराष्ट्र, 400080

Address: Near Babaji Zopadi, 7, Mani Bhavan, Ganesh Gavde Road, Mulund West, Mumbai(Sub Urban), Maharashtra, 400080

1947 | 1800 180 1947 | help@uidai.gov.in | www.uidai.gov.in | P.O. Box No. 1947, Bengaluru-560 001

बरल - २/		
७०९६	९७४	१०
२०१९		

बदर-४		
५३९९	९५	22
२०१९		

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAEPA0660D
नाम / Name
AJAY YASHWANT ACHARYA
पिता का नाम / Father's Name
YASHWANT PRAHLAD ACHARYA
जन्म की तारीख / Date of Birth
23/02/1969
हस्ताक्षर / Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 3
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७७८६	९७५	१८०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

बदर - ४		IV
५३९६	१६	22
२०११		

भारत सरकार
GOVERNMENT OF INDIA

योगेश प्रविणचंद्र ठक्कर
Yogesh Pravinchandra Thakkar

जन्म वर्ष / Year of Birth : 1960
पुरुष / Male

2770 2939 7686

आधार – सामान्य माणसाचा अधिकार

Y.P. Thakkar

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)
दुय्यम निबंधक बोरीवली क्र.-२ मुंबई उपनगर जिल्हा (बांद्रा)

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2 MUMBAI SUBURBAN DIST. (BANDRA)

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

AADHAAR

पत्ता: बाल राजेश्वर रोड, २/डी/५३, वैशाली नगर सोसायटी, मुलुंड वेस्ट स.ओ, मुंबई, महाराष्ट्र, 400080

Address : Bal Rajeshwar Raod, 2/D/53, Vaishali Nagar Society, Mulund West S.O, Mumbai, Maharashtra, 400080

Aadhaar - Samanya Maansacha Adhikaar

बरल - ११		
७०९६	१७४	१९०

बदर-४		
५३६६	१७	२२
२०१९		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

YOGESH P THAKKAR
P G THAKKAR
05/07/1960
Permanent Account Number
ACSPT7102Q

Y.P. Thakkar
Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI

MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०९३	१७७	१९०
२०११		

SEAL OF THE JOINT SUB REGISTRAR ANDHERI No.

MUMBAI SUBURBAN DIST. (BANDRA)

बदर-४		
५३९६	१८	२२
२०११		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ANIL RAGHUNATH SALVI

RAGHUNATH VITTHAL SALVI

08/04/1970

Permanent Account Number
AVXPS7550H

Signature

3007201

[redacted] सरकार
[redacted]

विरल वसंत मिस्त्री
Viral Vasant Mistry
जन्म तारीख/DOB:10/07/1988
पुरुष Male

9773 4046 8728

माझे आधार, माझी ओळख

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

AJAY SANJAY PAWAR

SANJAY PAWAR

09/01/1989

Permanent Account Number
CCOPP0997D

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

SANTOSH SAKHARAM DANGE

SAKHARAM NAMDEO DANGE

24/12/1974

Permanent Account Number
BCRPD9423G

Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह दुय्यम निबंधक बोरीवली क्र. २

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 2
सह दुय्यम निबंधक अंधेरी क्र. २
MUMBAI SUBURBAN DIST.

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No. MH04 20100043... DOI : 07-12-2010
Valid Till : 06-12-2030 (NT)

FORM 7
RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV	DOI
MCWG	07-12-2010
LMV	07-12-2010

DOB : 31-03-1988 BG :

Name MITESH MISTRY
S/D/W of SURESH MISTRY
Add F-403, STAR RESIDENCY CHS, EVERSHINE CITY,
VASAI(E), THANE

PIN 401208
Signature & ID of
Issuing Authority MH04 2010428C

Signature/Thumb
Impression of Holder

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

BHUSHAN RAGHUNATH SALVI

RAGHUNATH SALVI

06/09/1961

Permanent Account Number
EAAPS0043D

Signature

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No. MH02 20140040415 DOI : 23-09-2014
Valid Till : 22-09-2034 (NT)

DLD 24-11-2017

FORM 7
RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA

COV	DOI
LMV	23-09-2014
MCWG	23-09-2014

DOB : 18-01-1995 BG :

Name DILIP SINGH
S/D/W of SURESH SINGH
Add ROOM NO. 01, PADAM SINGH CHAWL, ADARSH
NAGAR, KURAR VILLAGE, MALAD (E) MUMBAI
MUMBAI
PIN : 400097
Signature & ID of
Issuing Authority: MH02

Signature/Thumb
Impression of Holder

बदर - ४		
४३९९	१८	२२
२०१९		

बरल - २/		
७०९६	१०८	१८०
२०१९		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO.
दुय्यम निबंधक बोरीवली क्र. ७
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
७०९६	९७९	१९०
२०११		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No.
सह दुय्यम निबंधक अंधेरी क्र. २
मुंबई उपनगर जिल्हा (बांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

बदर-४		IV
४९४६	20	22
२०११		

Summary1 (GoshwaraBhag-1)

323/5366
मंगळवार,28 मे 2019 4:50 म.नं.

दस्त गोषवारा भाग-1

वदर4
दस्त क्रमांक: 5366/2019

दस्त क्रमांक: वदर4 /5366/2019

बाजार मुल्य: रु. 01/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात
अ. क्रं. 5366 वर दि.28-05-2019
रोजी 4:48 म.नं. वा. हजर केला.

पावती:6214 पावती दिनांक: 28/05/2019
सादरकरणाराचे नाव: अतिथि पटेल

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 440.00
पृष्टांची संख्या: 22	
एकुण:	540.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

सह दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: a जेव्हा तो प्रतिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्रं. 1 28 / 05 / 2019 04 : 48 : 05 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 28 / 05 / 2019 04 : 55 : 38 PM ची वेळ: (फी)

वदर - ४		
५३६६	२७	२२
२०१९		

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 2 MUMBAI SUBURBAN DIST., (BANDRA)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे

Y.P. Thakkar

बदर - २/		
७००३	९८०	१२०
२०१९		

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

28/05/2019 5 01:29 PM

दस्त गोषवारा भाग-2

वदर4
दस्त क्रमांक:5366/2019

दस्त क्रमांक :वदर4/5366/2019

दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अजय आचार्य पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बाबाजी झोपडीच्या जवळ, 7, मनी भवन, ब्लॉक नं: मुलुंड पश्चिम , रोड नं: गणेश गावडे रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAFPA0680D	पॉवर ऑफ अटॉर्नी होल्डर वय :-50 स्वाक्षरी:-		
2	नाव:योगेश ठक्कर पत्ता:प्लॉट नं: 2/डी/53, माळा नं: -, इमारतीचे नाव: वैशाली नगर सोसायटी, ब्लॉक नं: मुलुंड पश्चिम , रोड नं: बाळ राजेश्वर रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:ACSPT7102Q	पॉवर ऑफ अटॉर्नी होल्डर वय :-58 स्वाक्षरी:- Y.P. Thakkar		
3	नाव:अतिथि पटेल पत्ता:प्लॉट नं: -, माळा नं: तळमजला , इमारतीचे नाव: पादुका, प्लॉट नं.3, नवयुग सोसायटी, ब्लॉक नं: विलेपार्ले पश्चिम , रोड नं: एन एस रोड नं.5, जेवीपीडी, जुहू, महाराष्ट्र, MUMBAI. पॅन नंबर:AAFPP1154K	कुलमुखत्यार देणार वय :-47 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:28 / 05 / 2019 05 : 03 : 37 PM

वदर - ४
५३६६ २२ २२
२०१९

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:भूषण साळवी वय:51 पत्ता:बी 15 बलरामा बीकेसी बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		
2	नाव:संतोष डांगे वय:44 पत्ता:बी 15 बलरामा बीकेसी बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		

५०७६ ९८९ १८०

शिक्का क्र.4 ची वेळ:28 / 05 / 2019 05 : 06 : 14 PM

सह. दुय्यम निबंधक, अंधेरी क्र. २
सह दुय्यम निबंधक मुंबई उपनगर जिल्हा

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण २२ पाने आहेत.
पुस्तक क्र.४/वदर-४/क्रमांक ५३६६/२०१९
वर नोंदला, दिनांक : २८/५/२०१९

सह. दुय्यम निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर जिल्हा

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH001999121201920E	0001132137201920
2	2805201909070	2805201909070D

5366 /2019

as Registrants

iSarita v1.5.0

घोषणापत्र

मी योगेश ठक्कर द्वारे घोषित करतो की, दुय्यम निबंधक बोरीवली 2 यांच्या कार्यालयात डिबेंचर ट्रस्ट डीड या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. अतिथि फन पेरम व इ. यांनी दि. 28/5/17. रोजी मला दिलेल्या मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
सह. दुय्यम निबंधक बोरीवली क्र. २
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

Y.P. Thakkar

कुलमुखत्यारपत्रधारकाचे नाव व सही

दिनांक : 27/06/2017

दस्त - २/		
७०९३	९८२	१९०
२०१७		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
ANIL RAGHUNATH SALVI
RAGHUNATH VITTHAL SALVI
08/04/1970
Permanent Account Number
AVXPS7550H
Signature

[redacted] सरकार
विराल वसंत मिस्त्री
Viral Vasant Mistry
जन्म तारीख/DOB:10/07/1986
पुरुष Male
9773 4046 8728
माझे आधार, माझी ओळख

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
AJAY SANJAY PAWAR
SANJAY PAWAR
09/01/1989
Permanent Account Number
CCCPP0997D
Signature

आयकर विभाग
INCOME TAX DEPARTMENT
SANTOSH SAKHA[illegible]
SAKHARAM [illegible]
[illegible]
Permanent Account Number
BC[illegible]

THE SEAL OF THE SUB REGISTRAR
दुय्यम निबंधक बोरीवली क्र. २
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No MH04 20100058473
DOI 07-12-2010
Valid Till 06-12-2030 (NT)
FORM 7
RULE 16 (2)
AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DOI
MCWG	07-12-2010
LMV	07-12-2010

DOB 31-03-1988 BG
Name MITESH MISTRY
S/D/W of SURESH MISTRY
Add B-403, STAR RESIDENCY CHS, EVERSHINE CITY, VASAI(E), THANE
PIN 401208
Signature & ID of Issuing Authority MH04 2010428C
Signature/Thumb Impression of Holder

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
BHUSHAN RAGHUNATH SALVI
RAGHUNATH SALVI
06/09/1961
Permanent Account Number
EAAPS0043D
Signature

बरल - २/		
७०६६	१८३	१८०
२०१९		

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
DL No MH02 20140040415
DOI : 23-09-2014
Valid Till : 22-09-2034 (NT)
DLD 24-11-2017
FORM 7
RULE 16 (2)
AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DOI
LMV	23-09-2014
MCWG	23-09-2014

DOB : 18-01-1995 BG :
Name : DILIP SINGH
S/D/W of SURESH SINGH
Add : ROOM NO. 01, PADAM SINGH CHAWL, ADARSH NAGAR, KURAR VILLAGE, MALAD (E) MUMBAI MUMBAI
PIN : 400097
Signature & ID of Issuing Authority: MH02
Signature/Thumb Impression of Holder

THE SEAL OF THE SUB REGISTRAR BORIVALI
दु. दुय्यम निबंधक बोरीवली
मुंबई उपनगर जिल्हा
MUMBAI SUBURBAN DIST., (BANDRA)

बरल - २/		
७०९६	१८८	१९०
२०११		

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ANIL RAGHUNATH SALVI

RAGHUNATH VITTHAL SALVI

08/04/1970

Permanent Account Number

AVXPS7550H

Signature

सरकार

विरल वसंत मिस्त्री

Viral Vasant Mistry

जन्म तारीख/DOB.10/07/1988

पुरुष Male

9773 4046 8728

माझे आधार, माझी ओळख

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

AJAY SANJAY PAWAR

SANJAY PAWAR

09/01/1988

Permanent Account Number

CCCPP0997D

आयकर विभाग

INCOME TAX DEPARTMENT

SANTOSH SA[illegible]

SAKHARAM [illegible]

24/[illegible]

Permanent [illegible]

BCR[illegible]

THE SEAL OF THE SUB REGISTRAR BORIVALI

MUMBAI SUBURBAN DIST. (BANDRA)

THE UNION OF INDIA

MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH04 20100058473 DOI 07-12-2010

Valid Till 06-12-2030 (NT)

FORM 7 RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV DOI

MCWG 07-12-2010

LMV 07-12-2010

31-03-1989

VIRAL SURESH MISTRY

S/D/W of SURESH MISTRY

STAR RESIDENCY CHS, EVERSHINE [illegible]

THANE

MH04 2010428C

Signature/Thumb Impression of Holder

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

BHUSHAN RAGHUNATH SALVI

RAGHUNATH SALVI

06/09/1961

Permanent Account Number

EAAPS0043D

Signature

THE SEAL OF THE SUB REGISTRAR BORIVALI

दु. निबंधक बोरीवली क्र. २

मुंबई उपनगर जिल्हा

MUMBAI SUBURBAN DIST. (BANDRA)

बरल - २/		
८०९८	१८५	१९०
२०१९		

बरल - २/		
७०९६	१८८	१९०
२०११		

THE SEAL OF THE SUB REGISTRAR BO...

सह दुय्यम निबंधक बोरीवली क्र.२

मुंबई उपनगर जिल्हा (बांद्रे)

MUMBAI SUBURBAN DIST. (BANDRA)

367/7096
गुरुवार,27 जून 2019 9:34 म.पू.

दस्त गोषवारा भाग-1

बरल-2
दस्त क्रमांक: 7096/2019 ९८८०

दस्त क्रमांक: बरल-2 /7096/2019

बाजार मुल्य: रु. 00/-   मोबदला: रु. 5,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.2,51,500/-

दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात
अ. क्रं. 7096 वर दि.27-06-2019
रोजी 9:32 म.पू. वा. हजर केला.

पावती:7726   पावती दिनांक: 27/06/2019

सादरकरणाराचे नाव: **आई डी बी आई ट्रस्टीशिप सर्व्हीसेस लिमिटेड च्या मॅनेजर संपदा नाईक**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3800.00
पृष्ठांची संख्या: 190	
एकुण:	33800.00

दस्त हजर करणाऱ्याची सही:

सह दु.नि.का-बोरीवली2
सह. दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

सह दु.नि.का-बोरीवली2
सह. दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: गहाणखत

मुद्रांक शुल्क: ब) जेव्हा उपोक्त प्रमाणे कब्जा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

शिक्का क्रं. 1 27 / 06 / 2019 09 : 32 : 55 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 27 / 06 / 2019 09 : 33 : 55 AM ची वेळ: (फी)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST. (BANDRA)

प्रतिज्ञापत्र

* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

Y.P Thakkar

लिहून देणारे :   लिहून घेणारे :

Y.P. Thakkar

Y.P. Thakkar

iSarita v1.9.0

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 8
सह. दुय्यम निबंधक बोरीवली क्र. ८
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

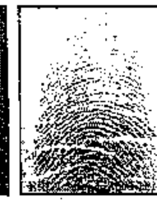
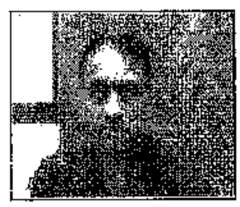
बरल - २/		
७०९४	१८८	१९०
२०१९		

27/06/2019 9 43:46 AM

दस्त गोषवारा भाग-2

बरल-2
दस्त क्रमांक:7096/2019 9CB

दस्त क्रमांक :बरल-2/7096/2019
दस्ताचा प्रकार :-गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:आई डी बी आई ट्रस्टीशिप सर्व्हीसेस लिमिटेड च्या मॅनेजर संपदा नाईक पत्ता:प्लॉट नं: 17, माळा नं: तळ मजला, इमारतीचे नाव: एशीअन बिल्डिंग, ब्लॉक नं: मुंबई , रोड नं: कमानी मार्ग,बेलार्ड इस्टेट , महाराष्ट्र, मुंबई. पॅन नंबर:AAACI8912J	कर्ज देणार वय :-32 स्वाक्षरी:-		
2	नाव:एरीस्टो रीअल्टर्स इन्फ्रास्ट्रक्चर प्राईवेट लीमीटेड चे संचालक अतिथी एन पटेल तर्फे मुखत्यार योगेश ठक्कर पत्ता:प्लॉट नं: 43/11, माळा नं: -, इमारतीचे नाव: राजा बहादूर बिल्डिंग, ब्लॉक नं: फोर्ट, रोड नं: टेमरिंड लेन , महाराष्ट्र, मुंबई. पॅन नंबर:AAKCA5599B Y.P. Thakkar	कर्ज घेणार वय :-54 स्वाक्षरी:-		
3	नाव:अतिथी एन पटेल तर्फे मुखत्यार योगेश ठक्कर पत्ता:प्लॉट नं: -, माळा नं: तळमजला , इमारतीचे नाव: एनेक्स मयंक ,नवयुग को ओप हा सो ली , ब्लॉक नं: जे व्ही पी डी,विलेपार्ले पश्चिम , रोड नं: प्लॉट नं 3,एन एस रोड नं 5 , महाराष्ट्र, मुंबई. पॅन नंबर:AAFPP1154K Y.P. Thakkar	कर्ज घेणार वय :-54 स्वाक्षरी:-		
4	नाव:हिरेन पटेल तर्फे मुखत्यार योगेश ठक्कर पत्ता:प्लॉट नं: -, माळा नं: तळमजला, इमारतीचे नाव: एनेक्स मयंक ,नवयुग को ओप हा सो ली, ब्लॉक नं: जे व्ही पी डी,विलेपार्ले पश्चिम, रोड नं: प्लॉट नं 3,एन एस रोड नं 5, महाराष्ट्र, मुंबई. पॅन नंबर:AAFPP1153Q Y.P. Thakkar	कर्ज घेणार वय :-54 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत गहाणखत चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:27 / 06 / 2019 09 : 40 : 55 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:अजय पवार वय:29 पत्ता:बी/15, बलरामा, बी के सी, बांद्रा पूर्व, मुंबई पिन कोड:400051	स्वाक्षरी		
2	नाव:अनिल साळवी वय:48 पत्ता:बी/15, बलरामा, बी के सी, बांद्रा पूर्व, मुंबई पिन कोड:400051	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:27 / 06 / 2019 09 : 43 : 20 AM

शिक्का क्र.5 ची वेळ:27 / 06 / 2019 09 : 43 : 43 AM नोंदणी पुस्तक 1 मध्ये

सह दु.नि.का-बोरीवली2
सह. दुय्यम निबंधक बोरीवली - २,
मुंबई उपनगर जिल्हा.

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II
MUMBAI SUBURBAN DIST. (BANDRA)

Epayment Details.

sr.	Epayment Number	Defacement Number
1	2606201911359	2606201911359D
2	2606201910362	2606201910362D
3	MH003221764201920E	0001732417201920

7096 /2019

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Summary-2(दस्त गोषवारा भाग - २)

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बरल - २/		
७००५	१९०	१९०
२०१९		

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. II MUMBAI SUBURBAN DIST. (BANDRA) सह. दुय्यम निबंधक बोरीवली क्र. २ मुंबई उपनगर जिल्हा (बांद्रा)

प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण ...१९०... पाने आहेत.

सह. दुय्यम निबंधक, बोरीवली क्र. २
मुंबई उपनगर जिल्हा.
बरल - २/- ७००५/२०१९
पुस्तक क्रमांक-१, क्रमांक ....वर

नोंदला
दिनांक 27 JUN 2019

सह. दुय्यम निबंधक, बोरीवली क्र.-२,
मुंबई उपनगर जिल्हा.

27/06/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

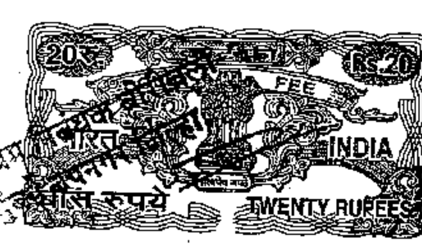
दस्त क्रमांक : 7096/2019

नोदंणी :

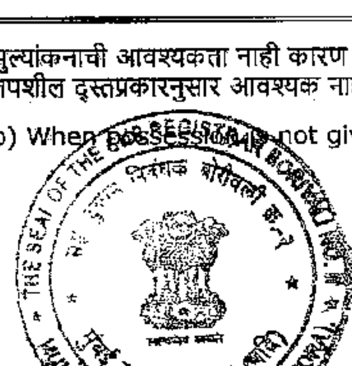
Regn:63m

गावाचे नाव : कांदिवली

(1)विलेखाचा प्रकार	गहाणखत
(2)मोबदला	50000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: पार्ट ए.जमीन क्षेत्र 12512.48 चौ.मी,सी टी एस नं 128अ/8अ(पार्ट),मौजे कांदिवली,बंदर पाखाडी रोड,कांदिवली पश्चिम,मुंबई 400067. .... पार्ट बी,जमीन क्षेत्र 49.865 चौ.मी,सी टी एस नं 28अ/5(पार्ट),128अ/6(पार्ट),128अ/8(पार्ट),128अ/10,128अ/11 (पार्ट),मौजे कांदिवली,बंदर पाखाडी रोड,कांदिवली पश्चिम,मुंबई 400067. सदरचा दस्त हा डिबेंचर्स ट्रस्ट डीड असा आहे,बाकी वर्णन दस्तात नमूद केल्याप्रमाणे. ((C.T.S. Number : 128A/8A PART,128A/5 PART,128A/6 PART,128A/8 PART,128A/10,128A/11 PART ;))
(5) क्षेत्रफळ	1) 0 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एरीस्टो रीअल्टर्स इन्फ्रास्ट्रक्चर प्राईवेट लीमीटेड चे संचालक अतिथी एन पटेल तर्फे मुखत्यार योगेश ठक्कर वय:-54; पत्ता:-प्लॉट नं: 43/11, माळा नं: -, इमारतीचे नाव: राजा बहादूर बिल्डिंग, ब्लॉक नं: फोर्ट, रोड नं: टेमरिंड लेन , महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAKCA5599B 2): नाव:-अतिथी एन पटेल तर्फे मुखत्यार योगेश ठक्कर वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: तळमजला , इमारतीचे नाव: एनेक्स मयंक ,नवयुग को ओप हा सो ली , ब्लॉक नं: जे व्ही पी डी,विलेपार्ले पश्चिम , रोड नं: प्लॉट नं 3,एन एस रोड नं 5 , महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:-AAFPP1154K 3): नाव:-हिरेन पटेल तर्फे मुखत्यार योगेश ठक्कर वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: तळमजला, इमारतीचे नाव: एनेक्स मयंक ,नवयुग को ओप हा सो ली, ब्लॉक नं: जे व्ही पी डी,विलेपार्ले पश्चिम, रोड नं: प्लॉट नं 3,एन एस रोड नं 5, महाराष्ट्र, मुंबई. पिन कोड:-400056 पॅन नं:-AAFPP1153Q
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-आई डी बी आई ट्रस्टीशिप सर्व्हीसेस लिमिटेड च्या मॅनेजर संपदा नाईक वय:-32; पत्ता:-प्लॉट नं: 17, माळा नं: तळ मजला, इमारतीचे नाव: एशीअन बिल्डिंग, ब्लॉक नं: मुंबई , रोड नं: कमानी मार्ग,बेलार्ड इस्टेट , महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACI8912J
(9) दस्तऐवज करुन दिल्याचा दिनांक	27/06/2019
(10)दस्त नोंदणी केल्याचा दिनांक	27/06/2019
(11)अनुक्रमांक,खंड व पृष्ठ	7096/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	251500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	b) When possession is not given



खरी प्रत

सह दुय्यम निबंधक बोरीवली- २,
मुंबई उपनगर जिल्हा.