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Purchased By:
SHANKAR
S/o RAGHURAM
R/o IIYDERABAD
For Whom
M/S RAJAPUSHPA FARMS

INDENTURE OF MORTGAGE

This **INDENTURE OF MORTGAGE** ("**Indenture**") is made at S.R.O., Maheshwaram, Ranga Reddy Dist., on this 25th day of November 2024.

BY AND AMONGST

1. **M/S RAJAPUSHPA ASSET MANAGEMENT LLP**, a limited liability partnership incorporated in India under the provisions of the Limited Liability Partnership Act, 2008 having limited liability partnership identification number AAQ-4352 and holding permanent account number [redacted] and having its registered office at Rajapushpa Summit, Sy. No. 115/1 and 130/P, 6th Floor, Financial District, Nanakramguda, Rangareddi, Hyderabad – 500008, Telangana, India, represented by Authorised Signatory **MR. K. BHASKAR REDDY**, S/o. Mr. K RAJI REDDY aged about 42 years, Occ: Pvt Service, R/o.207, Block B, Rajapushpa Atria, Kokapet, Gandipet, Ranga Reddy Dist – 500075. Aadhaar No.9335 1901 5632. vide the resolution dated: 22.11.2024 (Hereinafter referred to as the "**Mortgagor 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Maheswaram along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 1300000/- paid between the hours of _____ and _____ on the 25th day of NOV, 2024 by Sri K.Bhaskar Reddy

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	ME		CATALYST TRUSTEESHIP L [1519-1-2024-20342]	CATALYST TRUSTEESHIP LIMITED BR AT NEW DELHI, REP BY AUTHORISED SIGNATORY: TADUKA VINOD S/O. T.SATTAYYA B Y NAGAR, SIRICILLA	
2	MR		RAJAPUSHPA PRIME LLF [1519-1-2024-20342]	RAJAPUSHPA PRIME LLP REP BY AUTHORISED SIGNATORY: K.BHASKAR REDDY S/O. K.RAJI REDDY R/O. 207, BLOCK-B, RAJAPUSHPA ATRIA, KOKAPET,, GANDIPET, RR DIST	
3	MR		M/S. RAJA PUSHPA FAI [1519-1-2024-20342]	M/S. RAJA PUSHPA FARMS REP BY AUTHORISED SIGNATORY: K.BHASKAR REDDY S/O. K.RAJI REDDY R/O. 207, BLOCK-B, RAJAPUSHPA ATRIA, KOKAPET,, GANDIPET, RR DIST	
4	MR		M/S. RAJAPUSHPA ASSE [1519-1-2024-20342]	M/S. RAJAPUSHPA ASSET MANAGEMENT LLP REP BY AUTHORISED SIGNATORY: K.BHASKAR REDDY S/O. K.RAJI REDDY R/O. 207, BLOCK-B, RAJAPUSHPA ATRIA, KOKAPET,, GANDIPET, RR DIST	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
2		G SANKAR KUMAR PAND [1519-1-2024-20342]	G SANKAR KUMAR PANDA SIDDIPET	
1		K K RAM PRASAD::25/11/ [1519-1-2024-20342]	K K RAM PRASAD SARCORNAGAR	

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25th day of November,2024

Signature of Sub Registrar
Maheswaram

Biometrically Authenticated by
SRO LSRIKANTH REDDY
on 25-NOV-2024 17:20:47

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AND

2. **M/S RAJA PUSHPA FARMS**, a registered partnership firm under the provisions of the Partnership Act, 1932, having firm registration number 00774 of 1995 with the Registrar of Firms, Hyderabad and holding permanent account number [redacted] having its principal place of business at Plot No. 18, D. L. Colony, M. Hills, Secunderabad, represented by its Authorised Signatory **Mr. K. BHASKAR REDDY** S/o. Mr. K RAJI REDDY aged about 42 years, Occ: Pvt Service, R/o.207, Block B, Rajapushpa Atria, Kokapet, Gandipet, Ranga Reddy Dist – 500075. Aadhaar [redacted] vide the resolution dated: 22.11.2024 (Hereinafter referred to as the "**Mortgagor 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

3. **RAJAPUSHPA PRIME LLP**, a limited liability partnership incorporated in India under the provisions of the Limited Liability Partnership Act, 2008 having limited liability partnership identification number AAQ-6156 and holding permanent account number [redacted] having its registered office at Rajapushpa Summit, Sy No.115/1 and 130/P, 6th Floor, Financial District, Nanakramguda, Rangareddi, Hyderabad - 500008, Telangana, India, represented by its Authorised Signatory **Mr. K. BHASKAR REDDY** S/o. Mr. K RAJI REDDY aged about 42 years, Occ: Pvt Service, R/o.207, Block B, Rajapushpa Atria, Kokapet, Gandipet, Ranga Reddy Dist – 500075. Aadhaar [redacted] vide the resolution dated: 22.11.2024 (Hereinafter referred to as the "**Mortgagor 3**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

4. **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identification number U74999PN1997PLC110262 and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune – 411 038, Maharashtra, and a branch office at 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110 001, in its capacity as the common security trustee for the Secured Parties represented by its Authorisedd Signatory **Sri TADUKA VINOD** S/o. Sri TADUKA SATTAYYA aged about 27 years, Occ: Employee, R/o. H.No.12-2-58, Jenda Chourasta, B Y Nagar, Siricilla, - 505031. Aadhaar [redacted] (hereinafter referred to as the "**Security Trustee**", which expression unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns).

	Rajapushpa Prime LLP Hyderabad	CATALYST TRUSTEESHIP LIMITED
Mortgagor 2	Mortgagor 3	Security Trustee

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	**Aadhaar No:** [redacted] Name: Kashireddy Bhaskar Reddy	S/O Kashireddy Rajireddy, Huzurabad, Karimnagar, Andhra Pradesh, 505498	
2	**Aadhaar No:** [redacted] Name: Taduka Vinod	S/O Taduka Sattayya, Sircilla, Rajanna Sircilla, Telangana, 505301	

Endorsement: **Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.**

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	6500000	0	0	0	6500100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	1300000	0	0	0	1300000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	7801000	0	0	0	**7801100**

Rs. 6500000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1300000/- towards Registration Fees on the chargeable value of Rs. 1300000000/- was paid by the party through E-Challan/BC/Pay Order No ,S53KS4241124 dated ,24-NOV-24 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 7801060/-, DATE: 24-NOV-24, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 0138289719956,PAYMENT MODE:CASH-1001138,ATRN:0138289719956,REMITTER NAME: RAJAPUSHPA FAMS,EXECUTANT NAME: RAJAPUSHPA ASSET MANAGEMENT LLP AND OTHER,CLAIMANT NAME: CATALYST TRUSTEESHIP LIMITED) .

Date:
25th day of November,2024

Signature of Registering Officer
Maheswaram

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Sheet 2 of 37
Sub Registrar
Maheswaram

Registered as document No. 20035
2024 (Book 1) and Assigned the Identificati
Number 20035 of 2024 for Scannin
Date 5/12/2024 Registering Of

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(The Mortgagor 1, Mortgagor 2 and Mortgagor 3 are hereinafter collectively referred to as the "**Mortgagors**" and individually each a "**Mortgagor**".)

(The Mortgagors and the Security Trustee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".)

WHEREAS:

A. Rajapushpa Estates LLP, a limited liability partnership bearing LLP identification number AAO-6272 and having its registered office at Rajapushpa Summit, Sy. No. 115/1 and 130/p, 6th floor, Financial District, Nanakramguda, Rangareddi, Hyderabad – 500008, Telangana, India, ("**Borrower**") has entered into a facility agreement on or about the date of this Indenture with Kiran Vyapar Limited (as the "**Lender**") ("**Facility Agreement**") for availing a rupee term loan of INR 130,00,00,000 (Indian Rupees One Hundred and Thirty Crores) ("**Facility**").

B. Further, LNB Realty Private Limited (as the "**Owner**"), a company incorporated under the Companies Act, 2013, with corporate identity number U68100WB2023PTC264097 and having its registered office at 7, Munshi Premchand Sarani, Hastings, Kolkata – 700 022, West Bengal, India, has entered into a buyback arrangement with the Borrower (in its capacity as the "**Buyback Provider**") in relation to the Buyback Property 1 (*defined as below*) and Buyback Property 2 (*defined as below*) under the terms of Buyback Agreement (*defined as below*).

C. The Borrowers have appointed Catalyst Trusteeship Limited as the common security trustee for the Lenders and the Owner pursuant to the common security trustee agreement dated on or about the date of this Indenture entered into between, inter alia, the Borrower / Buyback Provider and the Security Trustee ("**Security Trustee Agreement**", which term shall include any amendments thereof), and Catalyst Trusteeship Limited has consented to act as the Security Trustee.

D. One of the conditions of the Facility Agreement and the Buyback Agreement is that the Secured Obligations and the Secured Buyback Obligations shall be secured, *inter-alia,* by a first ranking exclusive charge over the Mortgaged Properties (*as defined below*) in accordance with this Indenture.

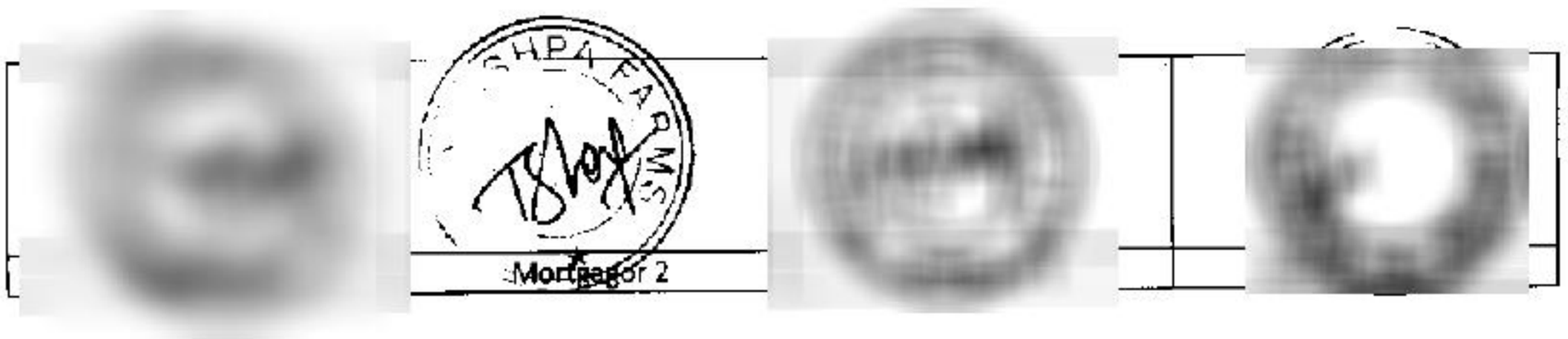
E. In view of the above, the Mortgagor has agreed to execute these presents and create a registered mortgage over the Mortgaged Properties (*defined below*) in favour of the Security Trustee (acting for and on behalf of the Lender and the Owner) in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH, in consideration of the premises and mutual agreements and covenants contained in this Deed and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.2 Save as expressly defined below capitalized terms not otherwise defined in this Indenture shall have the meaning assigned to such terms in the Facility Agreement and/or the Buyback Agreement. In this Indenture, the capitalized terms listed below shall have the following meanings:



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"**Buyback Agreement**" means the agreement of buyback in relation to the Buyback Property 1 and the Buyback Property 2 entered into between the Owner and the Buyback Provider, and dated on or about the date of this Indenture.

"**Buyback Properties**" shall mean collectively,

(i) all that piece and parcel of land being the agricultural land admeasuring Acre 1-34.5 Guntas comprising of (a) Acre 0-27 Guntas situated in Sy. No. 481/EE3; and (b) Acre 1-07.50 Guntas situated in Sy. No. 482/AA/2 of Tellapur Village Ramachandrapuram Mandal, Sanga Reddy (previously Medak) District, Telangana ("**Buyback Property 1**"); and

(ii) all that piece and parcel of land being the vacant non-agricultural land admeasuring Acre 1-35 Guntas situated in Sy. No. 108/A of Kokapet Village and Grampanchayat, Gandipet Mandal, Ranga Reddy District, Telangana ("**Buyback Property 2**").

"**Facility**" shall have the same meaning ascribed to the term in Recital A.

"**Facility Agreement**" shall have the same meaning ascribed to the term in Recital A.

"**Finance Document(s)**" shall mean the Facility Agreement, the Security Documents, the Deed of Guarantee, the Non-Disposal Undertaking, the Demand Promissory Note, the Letter of Continuity, and any other agreement, document, letter or writing as exchanged between the Borrowers and/or other Obligors and the Lenders, and/or designated as a Finance Document by the Lenders.

"**Indenture**" shall mean this indenture of mortgage, as may be amended from time to time and includes all recitals, annexures, schedules and exhibits appended hereto and any amendment or supplement thereof made in accordance with its provisions.

"**Mortgaged Properties**" shall mean collectively the assets being mortgaged in favour of the Security Trustee and more particularly described in Clause 4 (*Creation of Mortgage*) and the **SCHEDULE** (*Description of the Mortgaged Properties*) hereunder.

"**Receiver**" shall have the meaning given to it in Clause 18 (*Receiver*) below.

"**Secured Buyback Obligations**" means all amounts payable or reimbursable by the Buyback Provider to the Owner, pursuant to the terms of any of the Buyback Agreement and all other present and future obligations and liabilities of the Buyback Provider (whether actual or contingent) to the Owner under the Buyback Agreement without any limitation whatsoever.

"**Secured Obligations**" means all amounts payable or reimbursable by the Obligors to the Lenders, pursuant to the terms of any of the Finance Documents and all other present and future obligations and liabilities of the Obligors (whether actual or contingent) to the Lenders under or in connection with the Finance Documents including without limitation:

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(a) the principal of, and interest (including Penal Charges) on the Facility, Upfront Fee, liquidated damages, remuneration, costs, charges, expenses and other monies including indemnities, expenses, fees and interest, incurred under, arising out of or in connection with any Finance Document;

(b) any and all costs, expenses, fees and duties for the enforcement and collection of any amounts due under the Finance Documents, including expenses of preservation, enforcement and realisation of the Security; and

(c) the expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing off or realizing the Security, or of any exercise by the Lenders of their rights under the Security Documents and other Finance Documents, together with legal fees, trustee fee, stamp duty, taxes and court costs in connection therewith.

"**Secured Party**" or "**Secured Parties**" shall mean the Lenders (and includes any successor, assignee, transferee or novatee lender), the Owner (including its successors and assigns) and the Security Trustee, (and includes any replacement or successor security trustee appointed by the Lenders and the Owner).

"**Security Documents**" means collectively:

(a) the indenture of mortgage executed by the Mortgagors in favour of the Security Trustee towards the creation of the mortgage over the Mortgaged Properties; and

(b) all other documents executed by the Borrower / Buyback Provider or on their behalf and designated as such by the Lenders / Owner.

"**Security Interest**" shall mean any mortgage, pledge, hypothecation, charge, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority, or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing.

"**Transaction Document(s)**" shall mean the Finance Documents and the Buyback Agreement.

1.3 **Interpretation**

(a) any "**Secured Party**" (other than the Lender and the Owner) or the Mortgagors shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Transaction Documents;

(b) an agreement, document, undertaking, deed, instrument, indenture, writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto;

Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

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

(d) a reference to **"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 of the Mortgagors;

(e) unless the context otherwise requires, the singular includes the plural and vice versa;

(f) the words **"hereof"**, **"herein"**, and **"hereto"** and words of similar import when used with reference to a specific Clause in, or Schedule to, or Annexure to this Indenture shall refer to such Clause in, or Schedule to, or Annexure to the Indenture and when used otherwise than in connection with specific Clauses or Schedules or Annexures, shall refer to the Indenture as a whole;

(g) headings and the use of bold typeface shall be ignored in its construction;

(h) a reference to a Clause or Schedule or Annexure is, unless indicated to the contrary, a reference to a section or schedule or Annexure to this Indenture;

(i) references to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(j) the words **"other"**, **"or otherwise"** and **"whatsoever"** shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;

(k) references to the word **"includes"** or **"including"** are to be construed without limitation;

(l) a **"guarantee"** also includes an indemnity and any other obligation (whatever called) of any Person to pay, purchase, provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets or services or otherwise) for the payment of, indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person (and **"guaranteed"** and **"guarantor"** shall be construed accordingly);

(m) all references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;

(n) words importing a particular gender include all genders;

Mortgagor 2	Mortgagor 1	Security Trustee

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(o) any reference to a public organisation shall be regarded as including a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organisation;

(p) references to "**Party**" means a party to this Indenture and references to "**Parties**" shall be construed accordingly;

(q) abbreviations, which have, well known technical or trade/ commercial meanings are used in the Indenture in accordance with such meanings;

(r) any consent, approval, determination, waiver or finding to be given or made by the Lender and/or shall be made or given by the Lender / Owner (as the case may be) in their sole discretion;

(s) in the event of any disagreement or dispute between the Secured Parties and the Mortgagor regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Secured Parties as to the materiality or reasonableness or substantiality of any of the foregoing shall be final and binding on the Mortgagors;

(t) a Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived in writing by the Lender / Owner (as may be applicable) and an Event of Default is "**continuing**" if it has not been waived in writing by the Lender / Owner (as may be applicable);

(u) any word or expression used in this Indenture shall, unless otherwise defined or construed in this Indenture, have the meaning ascribed to such term in the General Clauses Act, 1897 and if not defined therein, bear its ordinary English meaning;

(v) the rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof (*rule of contra proferentem*) shall not apply;

(w) the terms contained in the schedules to this Indenture shall be construed to be a part of this Indenture and terms of this Indenture and the schedules, shall be read harmoniously. In case of any inconsistency between the terms of this Indenture and the terms set out in the schedules, to the extent of such inconsistency, the terms of the relevant schedule shall prevail;

(x) any approval, authorization, consent, waiver, direction, instruction given or any action taken by the Security Trustee shall be with the consent of the Lender and the Owner; and

Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

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(y) in case of any inconsistencies or contradiction between the provisions of the Sanction Letter and this Indenture, the terms and conditions of the Sanction Letter shall prevail.

2. COVENANT TO PAY

2.1 Pursuant to the Transaction Documents and in consideration of the Lender extending the Facility to the Borrower and the Owner entering into the Buyback Agreement with the Buyback Provider, the Mortgagors covenant and agree with the Security Trustee that they shall comply with the terms and conditions of the Transaction Documents and that the Mortgagors shall discharge the Secured Obligations and the Secured Buyback Obligations in accordance with the terms and conditions in the Transaction Documents, including this Indenture.

2.2 The Mortgagors hereby further covenant with the Security Trustee that in the event the Borrower and/or the Buyback Provider fails to discharge the Secured Obligations and/or Secured Buyback Obligations on the due dates as set out in the Facility Agreement and/or the Buyback Agreement, then and in every such case, the Mortgagors shall pay default interest at the rate mentioned in the Facility Agreement and/or Buyback Agreement and it is hereby further agreed that the provisions relating to default in discharge of the Secured Obligations and/or Secured Buyback Obligations shall not in any way be deemed to authorize the Mortgagors to allow any Secured Obligations and/or Secured Buyback Obligations to fall in arrears nor shall it in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing the discharge of the Secured Obligations and/or Secured Buyback Obligations.

3. ADEQUATE CONSIDERATION

The Mortgagors confirm and declare that they have undertaken to provide security by way of mortgage over the Mortgaged Properties in favour of the Security Trustee (on behalf of and for the benefit of the Lender and the Owner), in consideration of the Lender extending the Facilities and the Owner having entered into the Buyback Agreement and that this consideration is good and valuable consideration.

4. CREATION OF MORTGAGE

In consideration of the Lender granting the Facility and the Owner having entered into the Buyback Agreement, and as continuing security for the payment and discharge of the Secured Obligations and the Secured Buyback Obligations, the Mortgagors hereby create in favour of the Security Trustee, acting on behalf of and for the benefit of the Lender and the Owner, a first ranking exclusive mortgage and charge, without transfer of possession, over all rights, title, interest and benefit of the Mortgagors in the Mortgage Properties, INCLUDING all buildings, structures, fixtures,

	Mortgagor 2	Mortgagor 3

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attachments, plant and machinery, constructions of every description on the Mortgage Properties, as attached to the earth or permanently fastened to anything attached to the earth structures and other immoveable properties constructed upon the Mortgage Properties, the entire development potential and FSI, and any additional FSI pertaining to the Mortgage Properties which may become available to the Mortgagors in the future during the subsistence of this Indenture along with all other structures built upon the Mortgage Properties AND all the rights, title, interest, property, claims, demands, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever of the Mortgagors into and upon all the properties of the above description, whether presently in existence, constructed, or held upon trust, as more particularly described in the **SCHEDULE** (*Description of Mortgaged Properties*) of this Indenture.

5. RANKING

The Security Interest created pursuant to this Indenture shall be a first ranking and exclusive in favour of the Security Trustee on behalf of and for the benefit of the Lender and the Owner.

6. FURTHER ADDITIONS

The Security Interest created hereunder shall be deemed to be extended to, and shall include all profits and accretions accruing to the Mortgaged Properties (if not otherwise charged under the Transaction Documents) and the Mortgagors shall upon the request of the Security Trustee and at the Mortgagors own costs, as soon as possible execute and register in favour of the Security Trustee such mortgage and any other charge or other instruments as may be required by the Security Trustee, granting conveying, assigning and assuring the same to the Security Trustee upon the same terms and conditions as are herein contained and for the purposes aforesaid, the Mortgagors shall do or cause to be done all such acts, deeds and things as may be required by the Security Trustee (at the Mortgagors' sole cost and expense).

7. FURTHER ACQUISITION, EASEMENTS AND POSSESSION

7.1 **Easements**

For the consideration aforesaid, the Mortgagors doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties, for the purpose of inspection as per Clause 12.5 (*Inspection, repairs, etc.*) as applicable as and by way of easement to pass, re-pass and have unfettered access at all times, to the Security Trustee and their representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all times thereafter, in accordance with provisions of this Indenture.

Mortgagor 2

Security Trustee

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7.2 **Possession**

The Mortgagors have not given possession of the Mortgaged Properties to the Security Trustee. This is without prejudice to the right of the Security Trustee to enforce the Security Interest created over the Mortgaged Properties (as applicable) under this Indenture or other rights under Applicable Law.

8. NATURE OF SECURITY/POWERS OF SECURITY TRUSTEE

8.1 **Continuing Security**

The security created by or pursuant to this Indenture is a continuing security and shall remain in full force and effect until all the Secured Obligations and the Secured Buyback Obligations have been satisfied, notwithstanding the insolvency or liquidation or incapacity of the Mortgagors or any other person or any intermediate payment or other matter or thing incidental thereto, and in particular, the intermediate satisfaction by the Mortgagors of any part of the Secured Obligations and the Secured Buyback Obligations and is in addition and without prejudice, to any other security, hypothecation, pledge, lien, indemnity or other right or remedy which the Security Trustee may now or hereafter hold for the Secured Obligations and the Secured Buyback Obligations or any part thereof. This security may be enforced against the Mortgagors without first having recourse to any other rights of the Security Trustee.

8.2 **Other Security**

8.2.1 This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other right of recourse or other right whatsoever (or the invalidity thereof) which the Security Trustee may now or at any time hereafter hold or have as regards the Mortgagors or any other person in respect of the Secured Obligations and/or the Secured Buyback Obligations.

8.2.2 This security may be enforced against the Mortgagors without first having recourse to any other rights of the Secured Parties.

8.3 **Cumulative Powers**

8.3.1 The powers which this Indenture confers on the Security Trustee and any Receiver, appointed pursuant to the powers conferred on the Security Trustee in terms of this Indenture, hereunder are cumulative, without prejudice to their respective powers under the applicable law and any Transaction Documents, and may be exercised as often as the Security Trustee or the Receiver thinks appropriate in accordance with these presents.

8.3.2 The Security Trustee or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever; and the Mortgagors acknowledge that the respective powers of the Security Trustee and the Receiver shall in no circumstances whatsoever be suspended,

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waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Security Trustee or Receiver as relevant.

8.3.3 No failure or delay by the Security Trustee to exercise any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

8.4 **Claw-back**

Notwithstanding any release or discharge of any Security Interest hereunder, if any payment to, or any discharge or arrangement is made in respect of whole or part of the Secured Obligations and/or Secured Buyback Obligations which is avoided, set-aside or reduced as per Applicable Laws or on the order of any Governmental Authority due to insolvency, insolvency resolution or liquidation, the liability of the Mortgagors shall continue under this Indenture, and the Security Trustee will be entitled to subsequently enforce this Indenture and recover the value of the Secured Obligations and/or Secured Buyback Obligations as if the payment, discharge, arrangement, avoidance or reduction had not occurred.

8.5 **No Effect**

8.5.1 Neither the Security Interest created under this Indenture, nor the rights, powers and remedies conferred to the Security Trustee or the Receiver by the Mortgagors shall be discharged, impaired or affected by:

(a) any invalidity or unenforceability or amendment of any of the Transaction Documents;

(b) any time or other indulgence given or agreed to be given by the Secured Parties for the performance of the obligations by Mortgagors under any of the Transaction Documents;

(c) any release or exchange of security or obligations granted or undertaken pursuant to any of the Transaction Documents;

(d) any extension, renewal, re-scheduling, amendment, change, waiver or other modification of the Secured Obligations and/or the Secured Buyback Obligations under the Transaction Documents or other related documents, as the case may be;

(e) any dispute between any of the Parties with respect to this Indenture or the Transaction Documents or other related documents, as the case may be;

(f) the dissolution (or proceedings analogous thereto) or liquidation, winding up, bankruptcy of the Mortgagors or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer of any of the assets

		Mortgagor 3	Security Trustee

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of the Mortgagors or the occurrence of any circumstances whatsoever affecting the Mortgagors liability to discharge its obligations with respect to this Indenture or the Transaction Documents or other related documents, as the case may be;

(g) any existence, non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to this Indenture or the Transaction Documents, save and except to the extent of any specific release or realization of any security or obligation (whether partial or otherwise) granted by the Security Trustee in connection with the Mortgagors obligations under this Indenture;

(h) any failure on the part of the Secured Parties (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to this Indenture;

(i) any legal limitation, disability or incapacity relating to the Mortgagors;

(j) any other act, event or omission which but for this provision would impair or discharge the Mortgagors liability hereunder; or

(k) any assignment by the Secured Parties to any person of any of its rights, benefits, duties and obligations under and in accordance with the Transaction Documents.

9. COVENANTS NOT TO DEAL WITH OR DISPOSE OFF THE MORTGAGED PROPERTIES

The Mortgagors hereby covenant with the Security Trustee that until the Final Settlement Date, the Mortgagors shall not deal with or dispose off any interest in the Mortgaged Properties or any part thereof and shall hold the same unto and to the use absolutely for the benefit of the Security Trustee, on behalf of the Lender and the Owner and subject to the powers and provisions herein declared and contained and concerning the same. For the purposes of this Clause 9 (*Covenants not to deal with or dispose of the Mortgaged Properties*), "dispose off any interest" shall include (i) creation of any encumbrance in respect of the Mortgaged Properties, or (ii) selling any of the structures/warehouses/premises comprising the Mortgaged Properties; or (iii) giving on tenancy (other than lease and license arrangements) basis, any of the structures/warehouses/premises comprising the Mortgaged Properties.

10. COVENANT FOR RECONVEYANCE

Upon the Final Settlement Date, and upon observance, performance and discharge of the terms and conditions and covenants contained herein and the other Transaction Documents, the Security Trustee shall at the request and cost of the Mortgagors, release, re-assign and re-convey to the

Mortgagor 2	Mortgagor 3	Security Trustee

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Mortgagors or to such other person as the Mortgagors may request, the Mortgaged Properties or such part thereof as may remain subject to the security hereby created, freed and discharged from the trusts and security hereby created. *Provided* that, such release of the Security Interest created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge with respect to the same Security Trustee.

11. REPRESENTATIONS AND WARRANTIES

11.1 In addition to the representations and warranties made by the Mortgagors in any of the other Transaction Documents, the Mortgagors represent and warrant to the Security Trustee as follows, as if such covenants and other relevant provisions were set forth in full herein and are true and subsisting as of the date of this Indenture:

11.1.1 **Status**

(a) The Mortgagor 1 is a limited liability partnership, duly incorporated and validly existing under the Limited Liability Partnership Act, 2008 and under Applicable Law. The Mortgagor 1 has the power to own its assets and carry on its business as it is being conducted.

(b) The Mortgagor 2 is a partnership, duly incorporated and validly existing under the Partnership Act, 1932 and under Applicable Law. The Mortgagor 2 has the power to own its assets and carry on its business as it is being conducted.

(c) The Mortgagor 3 is a limited liability partnership, duly incorporated and validly existing the Limited Liability Partnership Act, 2008 and under Applicable Law. The Mortgagor 3 has the power to own its assets and carry on its business as it is being conducted.

11.1.2 **Binding obligations**

The obligations expressed to be assumed by the Mortgagors in the Transaction Documents and this Indenture constitute the legal, valid and binding obligations of the Mortgagors.

11.1.3 **Non-conflict with other obligations**

(a) The entry into and performance by each of the Mortgagors of the transactions contemplated by each Transaction Document to which it is a party, do not and will not conflict with:

(i) any Applicable Law;

(ii) its respective Constitutional Documents; or

(iii) any agreement or instrument (including without limitation covenants, conditions and stipulations therein) binding upon the Mortgagors or any of the Mortgagors assets.

	Hyderabad	Hyderabad
	Mortgagor 2	Mortgagor 3

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11.1.4 **Power and authority**

The Mortgagors have the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents and the transactions contemplated therein.

11.1.5 **Validity and admissibility in evidence**

(a) The Mortgagors have obtained all the necessary Clearances required or desirable:

(i) to enable the Mortgagors to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which the Mortgagors is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) to enable the Mortgagors to create the Security expressed to be created by it pursuant to the relevant Transaction Documents and to ensure that such Security Interest or right created under the Security Documents has the priority and ranking it is expressed to have, and the same are in full force and effect.

11.1.6 **Certified copies**

Any document provided to the Security Trustee by or on behalf of the Mortgagors which purports to be a certified copy is a true, complete and accurate copy of the original document which has not been amended other than by a document, a certified copy of which is attached to it.

11.1.7 **Compliance with Tax laws**

The Mortgagors have complied with all Tax laws in all jurisdictions in which it is subject to Taxes and has paid all the Taxes due and payable by it and no claims are being asserted against them in respect of Taxes except in relation to Tax liabilities, if any, arising in the ordinary course of its day-to-day business activities.

11.1.8 **No Event of Default**

(a) No Event of Default is continuing or might be expected to result from the creation of the security in terms of this Indenture.

(b) No default has occurred and is subsisting under the Transaction Documents or any other documents which may adversely affect the any of the Mortgagors ability to discharge the obligations under the Transaction Documents.

11.1.9 **No misleading information**

Any information provided by or on behalf of the Mortgagors in connection with the Facilities or any Transaction Document was true and accurate as at the date it was provided or as at the date (if any) [illegible]ch it is stated and is not misleading in any respect.

[illegible]	RAJAPUSHPA FAMILY ... Hyderabad	Rajapushpa Primal LLP Hyderabad	CATALYST TRUSTEESHIP LIMITED
[illegible]	Mortgagor 2	Mortgagor 3	Security Trustee

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11.1.10 **No proceedings pending or threatened**

No litigation, arbitration, investigative or administrative proceedings, have been started or threatened in writing against any of the Mortgagors, before any court, arbitral body or agency that would result in a Material Adverse Effect.

11.1.11 **Insolvency**

(a) The Mortgagors have not taken any corporate action and no other steps have been taken or proceedings have been started or threatened in writing against it for its bankruptcy, winding-up, dissolution, administration or re- organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of their respective assets or revenues.

(b) As on the date of this Indenture, no steps have been taken by any Person towards filing for or commencement of an insolvency resolution process or liquidation under the IBC or any analogous proceedings in respect of any of the Mortgagors.

11.1.12 **Mortgage**

(a) The Mortgagors have on or prior to the date hereof submitted title reports/title certificates prepared by independent consultants (acceptable to the Security Trustee) which certifies the title of the respective Mortgagors to the relevant Mortgaged Properties herein;

(b) The Mortgaged Properties hereinbefore expressed to be mortgaged are the sole and absolute property of the Mortgagors and are free from any other mortgage, charge or encumbrance, other than the Permitted Security Interest, and are not subject to any attachment, or other order or process issued by any Governmental Authority and that the Mortgagors have a clear and marketable title to its respective right, title and interest in the Mortgaged Properties;

(c) There are no legal proceedings suits, appeals or other actions in applicable law, whether judicial, fiscal or administrative, pending or threatened (in writing), or claims in respect of the Mortgaged Properties or which may if successful, prevent the performance of this Indenture or any of the transactions contemplated hereby, or cause the rescission thereof;

(d) The Mortgagors are not aware of any document, judgment or legal process or other charges affecting its title to the Mortgaged Properties or of any defect in the Mortgaged Properties or to their respective title to the relevant Mortgaged Properties which has remained undisclosed and/or which may prejudicially affect the interest of the Security Trustee;

RAJAPUSHPA Hyderabad

Mortgagors

CATALYST TRUSTEESHIP LIMITED

Security Trustee

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(e) The provisions of this Indenture are effective to create in favour of and for the benefit of the Security Trustee, a legal, valid and binding security expressed to be created on all of the Mortgaged Properties and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate actions have been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the respective Mortgagors in the relevant Mortgaged Properties and all consents required under applicable law for the creation, effectiveness, priority and enforcement of such security have been obtained;

(f) Notwithstanding anything done or executed or omitted to be done or executed or knowingly suffered to the contrary, by the Mortgagors, the Mortgagors now has the power to mortgage unto the Security Trustee the Mortgaged Properties in the manner contemplated by these presents and the Mortgagors do not require any consent or approval from any other person for executing this Indenture and creating the mortgage herein in respect of the Mortgaged Properties, other than those already obtained and disclosed to the Security Trustee;

(g) The Mortgaged Properties or any part thereof are not included in or affected by any of the schemes of the improvement trust or any other public body or authority or by any alignment widening or connection of road under any scheme of the Governmental Authority or of any municipal corporation, municipal committee;

(h) The Mortgagors have not been served with any notice for infringing the provisions of the municipal or any other act relating to local bodies or authorities in respect to the Mortgaged Properties;

(i) Upon the occurrence and during the continuance of an Event of Default and on invocation of this Indenture, it shall be lawful for the Security Trustee or any person appointed by the Security Trustee, including a Receiver, to enter into the Mortgaged Properties and henceforth the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Security Trustee(or its nominee) to quietly use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or Persons whomsoever, and upon the taking of such action, the Security Trustee shall be freed and discharged from or otherwise by the Mortgagors well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever;

(j) Upon the occurrence and during the continuance of an Event of Default and on invocation of this Indenture, then and in any such case it shall be lawful for the Security Trustee or any

RAJAPUSHPA FARMS Hyderabad

Mortgagor 2

KALYST TRUSTEESHIP LIMITED

Security Trustee

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person appointed by the Security Trustee, including a Receiver, to enter upon any premises where the Mortgaged Properties are situated and access the books of accounts and other documents relating to the Mortgaged Properties that are kept and for the purpose of such entry to do all such acts, deeds or things deemed necessary and to take charge of and/or to seize, recover, receive, appoint receivers, and/or take custody of the books of accounts and other documents relating thereto *inter alia* by putting the locks on the godowns and other premises where the account books and other documents relating to the said properties are lying or kept and thereupon either forthwith or at any time and without notice either public auction or tender or by private contract or tender sell and dispose of all or any part of the said properties in such manner as the Security Trustee shall think fit and also to give notice or demand to the Mortgagors debtors and third parties liable therefore, sue for, recover, receive, give effectual receipts for the same and sell and realise by public auction or private contract and transfer and assign or otherwise dispose of or deal with all or any part of the Mortgaged Properties; and

Save as the obligations of the Mortgagors in relation to the Facility, the Mortgagors has not created any security, other than the Permitted Security Interest, in favour of any third party over the Mortgaged Properties, whether present or future; provided however, this Clause shall not prevent the Mortgagors from creating security over the Mortgaged Properties or any part thereof in favour of the Security Trustee (or its nominees) in respect of any other credit facility availed from the Lender subject to adequate disclosures in this regard being made by the Mortgagors to the Security Trustee.

11.1.13 **Immunity**

Neither the Mortgagors nor any of their respective assets or revenues are entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

11.1.14 **Miscellaneous**

The Mortgagors are in compliance with all the applicable laws and are not subject to any present liability by reason of non-compliance with Applicable Law.

11.1.15 **Repetition**

The representations and warranties made by the Mortgagors to the Security Trustee under this Indenture are made as of the date hereof, on each day until the payment of all Secured Obligations and Secured Buyback Obligations to the satisfaction of the Security Trustee.

ALYST TRUSTEESHIP LIMITED
Security Trustee

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12. MORTGAGOR'S COVENANTS

12.1 **General Undertakings**

12.1.1 The Mortgagors hereby declares, undertakes and covenants as follows:

(a) to ensure that the Mortgagors discharges the Secured Obligations and the Secured Buyback Obligations, in accordance with the Facility Agreement and the other Transaction Documents;

(b) the Facility Agreement and the Buyback Agreement shall not be modified until the discharge of all the Secured Obligations and the Secured Buyback Obligations except with the prior written approval of the Lender and the Owner;

(c) on the occurrence of an Event of Default, the Mortgagors shall execute on demand such further documents, assignments and other writings as may be required by the Lender, the Owner or by the applicable law, so as to effectively and absolutely vest the Mortgaged Properties in the Security Trustee acting for and on behalf of the Lender and the Owner and so as to render them enforceable, realizable and transferable by the Security Trustee acting for and on behalf of the Lender and the Owner at any time;

(d) shall not create any charge, encumbrance on the Mortgaged Properties or any part thereof without the prior written consent of the Security Trustee;

(e) the Mortgagors shall until the Final Settlement Date, keep the Mortgaged Properties hereby secured in a good and substantial state of repairs and shall pay all the rents, rates, taxes, assessments, dues and duties payable in respect of the Mortgaged Properties immediately as soon as the same shall become due AND ALSO that if default shall be made in keeping the said Mortgaged Properties in a good and substantial state of repairs or in payment of such rates, taxes, assessments, dues and duties as aforesaid, it shall be lawful for the Security Trustee (without being bound to do so) to keep the Mortgaged Properties in such repairs and to pay such rates, taxes, assessments, dues and duties as aforesaid together with interest thereon and until repaid by the Mortgagors, the same shall be a charge upon the Mortgaged Properties PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in the event of any damage happening to the Mortgaged Properties by fire, tempest, earthquake, lightning, rain or otherwise howsoever at any time or times after the execution hereof so as in the opinion of the Security Trustee impairs the security hereby created, the Mortgagors shall at its own costs and expenses repair and reconstruct the

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	Mortgagor 2	Mortgagor 3	Security Trustee

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Mortgaged Properties to secure the rights of the Security Trustee; and

(f) In case the Mortgagors shall neglect to keep its Mortgaged Properties or any part thereof in good and substantial repair or to pay the ground rent, taxes and other dues, society charges and outgoings as mentioned herein or to effect or keep up such insurance, it shall be lawful but not obligatory upon the Security Trustee to do the same and all monies expended by the Security Trustee in doing so shall on demand be forthwith repaid by the Mortgagors and until such redemption the same shall be a charge upon the Mortgaged Properties and will form a part of the Secured Obligations and/or the Secured Buyback Obligations as if they had formed part thereof.

12.2 **Security**

12.2.1 The Mortgagors shall perfect the security over the Mortgaged Properties, including by way of filing the necessary forms prescribed under the Companies Act, 2013 with the relevant registrar of companies immediately after the creation of the charge on the Mortgaged Properties, provided that the same shall be done within the timeline provided in the Facility Agreement and also register this Indenture with the applicable sub-registrar of assurances, as per the terms of Transaction Documents.

12.2.2 As and when the Security Trustee seeks to enforce the security over the Mortgaged Properties, the Mortgagors shall comply with all such directions as may be given by the Lender and/or the Owner and afford every facility for placing and keeping the Security Trustee in exclusive custody and control of the Mortgaged Properties and the book of accounts and other documents relating to the Mortgaged Properties and in such manner that such custody and control shall be apparent and indisputable. Provided always and it is hereby expressly agreed and declared that even after the security shall have become enforceable or have been enforced and even after the Security Trustee shall have taken custody of the books of accounts and other records, documents etc. relating to the Mortgaged Properties in the enforcement of the security or appointed or caused to have appointed a receiver thereof or shall have taken any other action in exercise of the powers or any of them conferred on the Security Trustee, the Security Trustee shall be entitled to store the books of account and other records, documents etc., relating to the Mortgaged Properties in the Mortgagors' premises where they may be lying until the full and complete enforcement and realization of the Security Interest and the Mortgagors shall be liable to and shall bear and pay on demand the cost of storing the books of accounts and other records, documents etc. relating to the Mortgaged Properties in such premises including the rent or compensation payable for such premises and the salary and remuneration of a watchman and other personnel that

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Mortgagor 2

Rajapushpa Prime Ltd Hyderabad
Mortgagor 3

TRUSTEESHIP LIMITED
Security Trustee

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may be engaged for security, preservation and handling the books of accounts and other records, documents etc. relating to the Mortgaged Properties.

12.3 **Payment of all taxes, rates, etc.**
The Mortgagors shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Transaction Documents, duly and punctually pay any imposts, duties, Taxes, premium and outgoings which become lawfully payable by the Mortgagors in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagors or maintenance of any business or operations thereon and shall undertake to ensure on a best effort basis, any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable under Applicable Laws and shall punctually discharge all claims and pay, except as expressly otherwise permitted by the Transaction Documents, all the Taxes, duties and imposts which by the applicable law are lawfully payable by the Mortgagors and would affect the security created hereunder.

12.4 **Maintenance of assets**
The Mortgagors shall at all times and at their own cost and expense keep and maintain all premises/units forming part of the Mortgaged Properties and all fixtures, fittings and other equipment and effects thereon and therein forming part of the Mortgaged Properties in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Security Trustee of any notice of defect or warrant of repair given pursuant to this Indenture, repair and make good the same to the satisfaction of the Security Trustee.

12.5 **Inspection, repairs, etc.**
The Mortgagors shall at its own cost, permit the Security Trustee and its authorised representatives, servants and agents either alone or with workmen and others, upon prior written notice of 3 (three) Business Days, to carry out technical, legal or financial inspections, including, but without limitation, works, site, buildings and books of accounts from time to time and at all times to enter into and upon the Mortgaged Properties to inspect the same and if there shall be any want of repair thereof or if the Security Trustee in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Properties, then the Security Trustee shall give notice thereof to the Mortgagors calling upon the Mortgagors to repair or replace the same. Upon the Mortgagors failure to do so, it shall be lawful for but not obligatory upon the Security Trustee to repair or replace the same or any part thereof at the expense of the Mortgagors.

12.6 **Easements**
For the consideration aforesaid, the Mortgagors hereby irrevocably grants full and free rights and liberty to the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the

Hyderabad
Mortgagor 1

Mortgagor 3

Security Trustee

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purposes permitted under the Transaction Documents, to the Security Trustee and its nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all times thereafter.

12.7 **Stamp Duty/Registration Costs**

The Mortgagors undertakes and agrees with the Security Trustee that, throughout the continuance of this Indenture and so long as there are any Secured Obligations and/or the Secured Buyback Obligations or any part thereof remains owing, the Mortgagors shall:

12.7.1 if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Security Trustee, which the Mortgagors shall reimburse within 3 (three) days from any demand made by the Security Trustee;

12.7.2 to deliver to the Security Trustee original receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture; and

12.7.3 if any deficiency of stamp duty, registration charges or any other charges become payable at any time in connection with the stamping and registration of this Indenture, the same shall be borne and paid for exclusively by the Mortgagors.

12.8 **Covenants under the Transaction Documents**

The Mortgagors shall observe and perform each of the covenants set forth in the Transaction Documents, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

12.9 **Further assurance**

The Mortgagors shall cause, and upon occurrence of an Event of Default, the Security Trustee shall itself cause, a board or boards with the name of the Security Trustee to be displayed and maintained in a conspicuous position upon and within all places where the Mortgaged Properties are located or may be stored or be lying (as applicable) and shall print such information of existence of mortgage on all its marketing brochures and/or advertisements and/or pamphlets.

13. POWER TO DELEGATE

In the Event of Default, the Security 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 Security Trustee and the Security 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

Mortgagor 2

Security Trustee

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upon such terms and conditions and subject to such regulations (including the power to sub – delegate) as the Security Trustee may think fit. The Security Trustee shall be liable for any gross negligence, wilful misconduct, fraud (as determined by a court of competent jurisdiction), of the officer to whom the Security Trustee has delegated its powers.

14. EVENTS OF DEFAULT

14.1 Upon the occurrence of an Event of Default, the Security Trustee may through a written notice given to the Mortgagors, exercise any or all rights and remedies available to them in terms of the Transaction Documents, by law, contract or in equity, including without limitation one or more of the following:

14.1.1 Enforce, at its sole discretion, any Security Interest and exercise all contractual and legal rights/remedies under the Transaction Documents; and

14.1.2 enforce or invoke, at its sole discretion, any other legal or equitable rights available under Applicable Law.

14.2 **Enforcement**

The security created hereunder in favour of the Security Trustee shall become enforceable by the Security Trustee upon the occurrence of an Event of Default.

15. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT

15.1 **Section 67A**

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

15.2 **Section 65A**

The provisions of section 65-A of the Transfer of Property Act, 1882, shall not apply to this Indenture and to the mortgage created on the Mortgaged Properties. The Mortgagors shall while in lawful possession of the Mortgaged Properties have no power to sell, transfer, lease and/or sub lease thereof, license, develop or give on development, assign or alienate the Property, in any manner whatsoever, save and except to the extent as may be expressly permitted under the Transaction Documents and with the prior written consent of the Security Trustee.

16. CONTINUED POSSESSION

It shall be lawful for the Mortgagors to retain possession of, and the Mortgagors may use, the Mortgaged Properties in accordance with the Transaction Documents until declaration of an event as an Event of Default, upon which the Security Trustee shall be entitled to enforce the Security [illegible]cated under this Indenture over the Mortgaged Properties and

Mortgagor 1		Mortgagor 3	Security Trustee

Rajapushpa Prime LLP Hyderabad

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recover the value of the Secured Obligations and/or Secured Buyback Obligations under these presents in accordance with terms of the Transaction Documents. For the avoidance of doubt, it is clarified that the Security Trustee shall be entitled to enforce all rights under this Indenture and the Security Interest over the Mortgaged Properties and recover the value of the Secured Obligations and/or Secured Buyback Obligations without any interference from the Mortgagors upon the occurrence of an Event of Default.

17. SAVING OF REMEDIES UNDER SARFAESI

Notwithstanding anything contained in this Indenture, the Security Trustee shall be entitled to exercise the rights available to it under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI**") independently and without reference to this Indenture, and without having to comply and/or be bound by the provisions of this Indenture as regards the nature, extent or manner of exercise of such rights, including the right to terminate the lease and vacate the tenants.

18. RECEIVER

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

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

18.1.1 Appointment of any Receiver may be made either before or after the Security Trustee shall have entered into the Mortgaged Properties or any part thereof on the occurrence of an Event of Default.

18.1.2 Such Receiver as appointed in Clause 18 (*Receiver*) above, may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Security Trustee set forth herein or under applicable law or as the Security Trustee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Security Trustee:

(a) remove any person from the possession or custody of the Mortgaged Properties, who the Security Trustee or the Mortgagors would have a right to remove;

(b) to manage or carry on or concur in carrying on the business of the Mortgagors as the Receiver (in consultation with the Security Trustee) shall consider fit, in each case, in accordance with the applicable law;

(c) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgaged

Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

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Properties, the application and disposal of such rents, profits and amounts;

(d) to obtain all Clearances to carry out any of the matters referred to in this Indenture or otherwise as the Security Trustee shall consider fit;

(e) to redeem any encumbrance and settle the bank accounts of the Mortgagors so that any accounts of the Mortgagors so settled shall be conclusive and binding on the Mortgagors and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of any Mortgagors or relating in any way to the Mortgaged Properties or any part thereof;

(f) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Receiver shall consider fit;

(g) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Security Trustee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties; and

(h) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Security Trustee for maintaining the value of the Mortgaged Properties, in every such case as the Security Trustee or the Receiver shall consider fit.

19. PROTECTION OF SECURITY TRUSTEE AND RECEIVER: LIMITATION OF LIABILITY

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

	RAJAPUSHPA FARMS Hyderabad	Rajapushpa Prime LLP Hyderabad
	Mortgagor 2	Mortgagor 3

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19.2 **Indemnity**

19.2.1 The Mortgagors shall, indemnify and keep indemnified the Security Trustee and the Receiver and their respective officers, directors, employees, from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, actual costs, expenses and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, litigation or other proceeding (whether or not the Security Trustee and the Receiver are a party thereto) related to the events and circumstances set out in Clause below, including, without limitation, the reasonable fees and disbursements of counsel and any consultants selected by such indemnified party incurred in connection with any such investigation or any Legal Proceeding or in connection with enforcing the provisions of this clause 19.2 (*Indemnity*) of this Indenture.

19.2.2 The Mortgagors shall, within 7 (seven) days of demand indemnify, and shall from time to time and at all times, keep each of the Secured Parties, the Security Trustee and the Receiver, and their respective directors, officials, and employees fully and effectively indemnified and saved harmless, to the fullest extent, from and against:

(i) the occurrence of any Event of Default;

(ii) the information memorandum or any other information produced or approved by the Mortgagors being or being alleged to be misleading and/or deceptive in any respect;

(iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any the Secured Parties, the Security Trustee and/or the Receiver with respect to the transactions contemplated or financed under this Indenture.

20. NOT SECURITY TRUSTEE-IN-POSSESSION

It is hereby agreed that the Mortgagors have not given possession of the Mortgaged Properties to the Security Trustee. Without prejudice to the generality of Clause 18 (*Receiver*) hereinabove, the Mortgagors do hereby expressly agree with the Security Trustee that neither the Security Trustee nor any Receiver appointed as aforesaid shall, by reason of the Security Trustee or such Receiver entering into the Mortgaged Properties or any part thereof, be liable to the Mortgagors to account for anything except actual receipts, any loss or for any default or omission for which they might be liable and unless such action is on account of gross negligence, willful default or willful misconduct or fraud on part of the Security Trustee or such Receiver.

21. COSTS AND EXPENSES

21.1 All actual costs, charges and expenses in respect of this Indenture, including in relation to stamp duty and registration charges (including any legal fees, stamp duty and/or registration charges a may be applicable at [illegible]ntil the Final Settlement Date), stamping and registration of this [illegible]shall be borne by the Mortgagors.

Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

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21.2 All expenses incurred by the Security Trustee in connection with preservation or protection of the Mortgaged Properties, enforcement of security and collection of amounts due to the Security Trustee shall be payable by the Mortgagors within 15 (fifteen) Business Days from the date of receipt of notice of demand (together with invoices and supporting documents) in respect thereof.

22. LIABILITY TO SECURED PARTIES FOR DEFICIENCY

The Mortgagors shall remain liable to the Secured Parties for any deficiency occurring, arising or existing under the Transaction Documents until the Final Settlement Date.

23. WAIVER

23.1 **No implied waiver or impairment**

No delay or omission of the Security Trustee or any Receiver in exercising any right, power or remedy accruing to the Security Trustee upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Security Trustee or any Receiver in respect of any default or any acquiescence by it in any default, affect or impair any right power or remedy of the Security Trustee in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy.

23.2 **Express Waiver**

A waiver or consent granted by the Security Trustee under this Indenture will be effective only if given in writing and only in the instance and for the purpose for which it is given.

24. MISCELLANEOUS

24.1 **Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Security Trustee and/or the Mortgagors, if any discharge or payment in respect of the Secured Obligations and/or the Secured Buyback Obligations by the Mortgagors are avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, applicable law or enactment relating to bankruptcy, insolvency, liquidation, composition or arrangement for the time being in force or for any other reason, the Security Trustee shall be entitled to enforce this Mortgage as per the terms of Transaction Documents as if no such discharge, release or settlement had occurred.

24.2 **Statement of Accounts**

Any statement of account based on the Security Trustee's statement of accounts purporting to show an amount of Secured Obligations and/or Secured Buyback Obligations under any of the Transaction Documents and signed by the duly authorised officer of the Security Trustee shall be conclusive evidence of the amount so due by the Mortgagors and shall be binding on the Mortgagors except in case(s) of manifest error(s) and subject

Mortgagor 1	Mortgagor 2		Security Trustee

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to such certification or determination being in compliance with the terms of the Transaction Documents.

24.3 **Amendment**

All amendments or supplements to the terms of this Indenture shall be made only in writing when signed by all the parties to this Indenture.

24.4 **Other Remedies**

The rights and remedies conferred upon the Secured Parties under this Indenture shall not prejudice any other rights or remedies, to which the Secured Party may, independently of this Indenture, be entitled or any collateral or other security now or hereafter held by the Security Trustee.

24.5 **Notices**

24.5.1 All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) facsimiled, e-mailed, sent by a Person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto.

24.5.2 **Addresses**

The address, email address, telephone number of each Party for any communication or document to be made or delivered under or in connection with this Indenture is:

(a) The notice details for service of the Security Trustee shall be:

Address	:	910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001
Attention	:	Mr. Sameer Trikha, Vice President
Email ID	:	ComplianceCTL-Mumbai@ctltrustee.com
Phone	:	+91 11 43029101

(b) The notice details for service to Mortgagor 1 shall be:

Address	:	Rajapushpa Summit, Sy. No. 115/1 and 130/P, 6th Floor, Financial District, Nanakramguda, Rangareddi, Hyderabad – 500008, Telangana, India
Attention	:	Mr. K. Bhaskar Reddy
Email ID	:	Sireesha@rajapushpa.in
Phone	:	+91 9866208730

(c) The notice details for service to Mortgagor 2 shall be:

Address	:	Plot No. 18, D. L. Colony, M. Hills, Secunderabad
[illegible]tion	:	Mr. K. Bhaskar Reddy

	RAJAPUSHPA FARMS Hyderabad	Rajapushpa Prime Ltd Hyderabad	CATALYST TRUSTEESHIP LIMITED
Mortgagor 1	Mortgagor 2	Mortgagor 3	Security Trustee

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Email ID : sireesha@rajapushpa.in

Phone : +91 9866208730

(d) The notice details for service to Mortgagor 3 shall be:

Address : Rajapushpa Summit, Sy. No. 115/1 and 130/P, 6th Floor, Financial District, Nanakramguda, Rangareddi, Hyderabad – 500008, Telangana, India

Attention : K. Bhaskar Reddy

Email ID : sireesha@rajapushpa.in

Phone : +91 9866208730

24.5.3 **Delivery**

All such notices and communications to the Secured Parties shall be effective only on actual receipt by the officer of the Secured Party for whose attention the notice or communication has been expressly marked. Any notice or communication to the Mortgagors by any of the Secured Party shall be effective:

(a) if sent by email, when the email leaves the system of the sender to be transmitted to the addressee;

(b) if sent by a Person, when delivered;

(c) if sent by courier: (i) 1 (one) Business Day after deposit with an overnight courier if for inland delivery; and (ii) 5 (five) Business Days after deposit with an international courier if for overseas delivery;

(d) if sent by facsimile transmission communication, at the time of transmission; and

(e) if dispatched by post, when recall of the letter is outside the control of the sender.

24.5.4 Notwithstanding anything contained herein, each Secured Party shall have the right to request for an original of each notice and communication sent to it by e-mail or facsimile by overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid.

24.5.5 **English language**

(a) Any notice given under or in connection with this Indenture must be in English.

(b) All other documents provided under or in connection with any Transaction Documents must be in English; or if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

	RAJAPUSHPA FARMS Hyderabad	Rajapushpa Prime LLP Hyderabad
	Mortgagor 2	Mortgagor 3

ALYST TRUSTEESHIP LIMITED
Security Trustee

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24.6 **Provisions Severable**

Any provision of this Indenture, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of this Indenture nor affect such provision in any other jurisdiction.

24.7 **Governing Law**

This Indenture and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India.

24.8 **Jurisdiction**

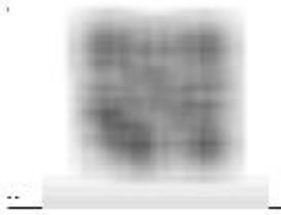
24.8.1 The Mortgagors agree that the courts and tribunals in Hyderabad, Telangana shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "**Legal Proceedings**") arising out of or in connection with this Indenture and may be brought in such courts or the tribunals and the Mortgagors irrevocably submit to and accept for themselves and in respect of their property / ies, generally and unconditionally, the jurisdiction of those courts or tribunals.

24.8.2 The Mortgagors irrevocably waives any objection now or in future, to decide the venue of any Legal Proceedings in the courts and tribunals at Hyderabad and any claim that any such Legal Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at Hyderabad shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

24.8.3 Nothing contained in this Clause, shall limit any right of the Security Trustee to initiate any Proceedings in any other court or tribunal of competent jurisdiction, nor shall the initiation of Proceedings in one or more jurisdictions preclude the initiation of Proceedings in any other jurisdiction whether concurrently or not and the Mortgagors irrevocably submit to and accept for themselves and in respect of their property/ies, generally and unconditionally, the jurisdiction of such court or tribunal, and the Mortgagors irrevocably waive any objection they may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

24.8.4 The Mortgagors hereby consent generally in respect of any Proceeding arising out of or in connection with this Indenture to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

Mortgagor 2	Mortgagor 3	Security Trustee



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24.8.5 To the extent that the Mortgagors may in any jurisdiction claim for themselves or their 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 Mortgagors hereby irrevocably agree not to claim and hereby irrevocably waive such immunity.

24.9 **Counterparts**

This Indenture (if required) may be executed in counterparts and all counterparts together shall constitute one and the same instrument.

SCHEDULE | DESCRIPTION OF THE MORTGAGED PROPERTIES

PART I ("Mortgaged Property 1");

1. All rights title, interest, claims and benefits (tangible and intangible) of the Mortgagor 1 in, to, under and in respect of all that piece and parcel of land being the vacant non-agricultural land admeasuring 15,488 sq. yds. comprising of (i) 6,655 sq. yds. situated in Sy. Nos. 22 & 22/A; and (ii) 8,833 sq. yds. situated in Sy. Nos. 22/P, 21/ఆ1, 23/ఆ & 24/ఆ, of Pashambanda Village, Shamshabad Mandal, Ranga Reddy District, Telangana, including but not limited to all buildings, structures, fixtures, attachments, plant and machinery, constructions of every description on the Mortgage Properties, as attached to the earth or permanently fastened to anything attached to the earth structures and other immoveable properties constructed thereon, appurtenances, estate, easements, rights, title, interest, property, claims, demands, approvals, consents, clearances, concessions and the entire development rights and potential and FSI, and any additional FSI pertaining thereto, which may become available in the future along with all other structures built thereon, AND all the rights, title, interest, property, claims, demands, liberties, privileges, easements, advantages, assets, benefits, revenues, income, cashflows, proceeds and appurtenances whatsoever into and upon all the properties of the above description, whether presently in existence, constructed, or held upon trust, both present and future

BOUNDARIES

North : Land belongs to B Subba Reddy in SY No.22, 23 & 24
South : 40' Road and Land in SY No.22/P
East : 100' - 00" Road and Land belongs to K Vanaja Reddy in Sy. No. 21
West : 40' Road

PART II

All rights title, interest, claims and benefits (tangible and intangible) of the Mortgagor 2 in, to, under and in respect of all that piece and parcel of land being the vacant non-agricultural land admeasuring 185,009 Sq Yards or Acre 38-09 Guntas situated in Sy. Nos. 816, 817, 820, 821 of Mankhal Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District, Telangana, including but not limited to all buildings, structures, fixtures, attachments, plant and machinery,

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constructions of every description on the Mortgage Properties, as attached to the earth or permanently fastened to anything attached to the earth structures and other immoveable properties constructed thereon, appurtenances, estate, easements, rights, title, interest, property, claims, demands, approvals, consents, clearances, concessions and the entire development rights and potential and FSI, and any additional FSI pertaining thereto, which may become available in the future along with all other structures built thereon, AND all the rights, title, interest, property, claims, demands, liberties, privileges, easements, advantages, assets, benefits, revenues, income, cashflows, proceeds and appurtenances whatsoever into and upon all the properties of the above description, whether presently in existence, constructed, or held upon trust, both present and future: (**"Mortgaged Property 2"**);

BOUNDARIES:

North	:	Road
South	:	Neighbours land in Sy No.819 & 818
East	:	Road
West	:	Part of land in SY No.816 & 817

PART III ("Mortgaged Property 3");

1. All rights title, interest, claims and benefits (tangible and intangible) of the Mortgagor 3 in, to, under and in respect of all that piece and parcel of land being the vacant non-agricultural land admeasuring 9680 Sq. Yards or Acre 2-00 Guntas situated in Sy. No. 110 of Kokapet Village and Grampanchayat, Gandipet Mandal, Ranga Reddy District, Telangana, including but not limited to all buildings, structures, fixtures, attachments, plant and machinery, constructions of every description on the Mortgage Properties, as attached to the earth or permanently fastened to anything attached to the earth structures and other immovcable properties constructed thereon, appurtenances, estate, easements, rights, title, interest, property, claims, demands, approvals, consents, clearances, concessions and the entire development rights and potential and FSI, and any additional FSI pertaining thereto, which may become available in the future along with all other structures built thereon, AND all the rights, title, interest, property, claims, demands, liberties, privileges, easements, advantages, assets, benefits, revenues, income, cashflows, proceeds and appurtenances whatsoever into and upon all the properties of the above description, whether presently in existence, constructed, or held upon trust, both present and future

BOUNDARIES:

North	:	Road
South	:	NALA
East	;	Land in Sy No.113/P of Kokapet
West	:	Land in Sy No.110/P of Kokapet

Vajaroushpa Prime LLP Hyderabad Mortgagor 3

CATALYST TRUSTEESHIP LIMITED Security Trustee

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(the Mortgaged Property 1, Mortgaged Property 2 and Mortgaged Property 3 are hereinafter collectively referred to as the "**Mortgaged Properties**" and individually each as the "**Mortgaged Property**".)

1. Assignment of all development rights and other related rights of the Mortgagors including all premiums paid, concessions received, approvals, consents and permissions obtained in relation to the development of the relevant Mortgaged Properties, both present and future;

2. Step-in and substitution rights in respect of all deeds, agreements, contracts, writings, clearances, bonds and other securities and arrangements with any person in favour of or for the benefit of the Mortgagors and all and any other document(s) that may be designated as such by the Secured Parties which are in any manner connected with the Mortgaged Properties including any development agreement and powers of attorney executed thereof in relation to the Mortgaged Properties, both present and future; and

3. Deposit of all the deeds, evidences, agreement, documents of title to the Mortgaged Properties ("**Title Deeds**").

RAJAPUSHPA ASSET MANAGEMENT LLP
MORTGAGOR No.1

M/S RAJA PUSHPA FARMS
MORTGAGOR No.2

M/s. RAJAPUSHPA PRIME LLP
MORTGAGOR No.3

CATALYST TRUSTEESHIP LIMITED
(SECURITY TRUSTEE)

WITNESS:

1.

2.

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RAJAPUSHPA
PRIME LLP
Shaping Innovations

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DESIGNATED PARTNERS OF RAJAPUSHPA PRIME LLP HELD ON FRIDAY, 22nd DAY OF NOVEMBER, 2024 AT ITS REGISTERED OFFICE AT RAJAPUSHPA SUMMIT, SY NO. 115/1 AND 130/P, 6TH FLOOR, FINANCIAL DISTRICT, NANAKRAMGUDA, HYDERABAD, RANGAREDDY, TELANGANA- 500008 AT 01:00 P.M.

AUTHORIZATION FOR EXECUTION OF MORTGAGE DEED:

"**RESOLVED THAT** Mr. K. Bhaskar Reddy S/o Mr. K. Raji Reddy or Mr. P. Jayapal Rao S/o Mr. P. Malhal Rao; employee of the LLP be and are hereby appointed as an authorized signatory as per their availability to present, sign and execute Mortgage Deed in favor of Catalyst Trusteeship Limited for mortgage of vacant non-agricultural land admeasuring Acre 2-00 Guntas located at Sy. No. 110 of Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana.

RESOLVED FURTHER THAT Mr. K. Bhaskar Reddy S/o Mr. K. Raji Reddy or Mr. P. Jayapal Rao S/o Mr. P. Malhal Rao; employee of the LLP; as per their availability **be and hereby authorized to make an application for registration of Mortgage Deed at Sub Registrar Office.**

RESOLVED FURTHER THAT all the acts done or documents executed by above mentioned authorized signatory shall be binding on Rajapushpa Asset Management LLP until the authority is withdrawn by the LLP on this behalf.

RESOLVED FURTHER THAT a copy of the resolution duly certified by any of the Designated Partner of the LLP is forwarded to the concerned authorities."

//CERTIFIED TO BE TRUE//
FOR RAJAPUSHPA PRIME LLP

P. Mahender Reddy

MAHENDER REDDY PARUPATI
DPIN: 02622278
DESIGNATED PARTNER

Rajapushpa Prime LLP Hyderabad

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DESIGNATED PARTNERS OF RAJAPUSHPA ASSET MANAGEMENT LLP HELD ON FRIDAY, 22nd DAY OF NOVEMBER, 2024 AT ITS REGISTERED OFFICE AT RAJAPUSHPA SUMMIT, SY NO. 115/1 AND 130/P, 6TH FLOOR, FINANCIAL DISTRICT, NANAKRAMGUDA, HYDERABAD, RANGAREDDY, TELANGANA- 500008 AT 11:00 A.M.

AUTHORIZATION FOR EXECUTION OF MORTGAGE DEED:

"**RESOLVED THAT** Mr. K. Bhaskar Reddy S/o Mr. K. Raji Reddy or Mr. P. Jayapal Rao S/o Mr. P. Malhal Rao; employee of the LLP be and are hereby appointed as an authorized signatory as per their availability to present, sign and execute Mortgage Deed in favor of Catalyst Trusteeship Limited for mortgage of vacant non-agricultural land admeasuring 15,488 Sq. Yards located at part of Sy. No. 21, 22, 23 and 24 of Pashambanda Village, Shamshabad Mandal, Ranga Reddy District, Telangana.

RESOLVED FURTHER THAT Mr. K. Bhaskar Reddy S/o Mr. K. Raji Reddy or Mr. P. Jayapal Rao S/o Mr. P. Malhal Rao; employee of the LLP; as per their availability **be and hereby authorized to make an application for registration of Mortgage Deed at Sub Registrar Office.**

RESOLVED FURTHER THAT all the acts done or documents executed by above mentioned authorized signatory shall be binding on Rajapushpa Asset Management LLP until the authority is withdrawn by the LLP on this behalf.

RESOLVED FURTHER THAT a copy of the resolution duly certified by any of the Designated Partner of the LLP is forwarded to the concerned authorities."

//CERTIFIED TO BE TRUE//
FOR RAJAPUSHPA ASSET MANAGEMENT LLP

P. Mahender Reddy

MAHENDER REDDY PARUPATI
DPIN: 02622278
DESIGNATED PARTNER

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[redacted]

(a partnership firm registered under the Partnership Act, 1932)

AUTHORITY LETTER

TO WHOMSOEVER IT MAY CONCERN

I, Mr. Mahender Reddy Parupati, S/o Mr. Raji Reddy Parupati, residing at H.No. 27-10RP/3, Rajapushpa House, Ramachandrapuram Mandal, Tellapur, Medak – 502032, Telangana., on behalf of all the partners of Rajapushpa Farms ("the partnership firm") hereby authorize Mr. K. Bhaskar Reddy S/o Mr. K. Raji Reddy to present, sign and execute the Mortgage Deed in favor of Catalyst Trusteeship Limited for the mortgage of non- agricultural land admeasuring Acre 38 -09 guntas located at Sy. No. 816, 817, 820 & 821 of Mankhal Village, Maheshwaram Mandal, Ranga Reddy District, Telangana.

This authorization empowers Mr. K. Bhaskar Reddy to:

1. Prepare and sign all necessary documents related to the execution of the Mortgage Deed.

2. Present and represent the deed before the concerned Registrar/Sub-Registrar or other relevant authorities.

3. Undertake any other acts required to complete the registration and execution of the Mortgage Deed.

I do hereby confirm on behalf of partnership firm that all actions taken by Mr. K. Bhaskar Reddy within the scope of this authorization shall be binding upon us.

This letter is issued in good faith and remains valid until the authority is withdrawn or revoked.

Yours sincerely,

For Rajapushpa Farms

P. Mahender Reddy

Mr. Mahender Reddy Parupati
(Partner)

RAJAPUSHPA FARMS Hyderabad

Date: 22-11-2024
Place: Hyderabad

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SUB REGISTRAR OFFICE OF The Seal of Sub Registrar office MAHESWARAM

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY ON WEDNESDAY, 25TH SEPTEMBER 2024 AT 03.00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY

I. **Authority to execute documents on behalf of the Company:**

"RESOLVED THAT, in addition to the resolution passed in earlier board resolution dated 27th June, 2024 in this regards, the resolution passed in the meeting of board of directors dated on 25th September, 2024, **Mr. Vinod Taduka** be and is hereby authorized to sign, execute and register with the office of Sub-Registrar of Assurances, Registrar of Companies, CERSAI or any other authority as may be required, Debenture Trust Deeds, Trustee Agreements, Escrow Agreements, Trust & Retention (TRA) Agreements, Security Trusteeship Agreements, other documents for accepting charge by way of hypothecation / mortgage / lien / pledge and acceptance of guarantee in favour of Catalyst Trusteeship Limited (the "Company") or any other documents in connection with debenture trusteeship, security trusteeship, securitization activities or any other trusteeship assignments, for and on behalf of the Company, as also any other document relating to routine business of the Company:

RESOLVED FURTHER THAT, any one of the Directors of the Company be and is hereby authorized to submit a certified true copy of this resolution in the following format to the concerned authority for the purpose of giving effect to this resolution."

BY ORDER OF THE BOARD OF DIRECTORS

FOR AND ON BEHALF OF CATALYST TRUSTEESHIP LIMITED

.....
Mr. Umesh Salvi
Managing Director
DIN: 09157199

.....
Mr. Pravin Kutumbe
Independent Director
DIN: 01629256

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OFFICE OF THE SUB REGISTRAR
This Seal of Sub Registrar office MAHESWARAM

[redacted]

Issue Date: 12/10/2011

[redacted]

కాశిరెడ్డి భాస్కర్ రెడ్డి
Kashireddy Bhaskar Reddy
పుట్టిన తేదీ/DOB: 04/09/1983
పురుషుడు/ MALE

[redacted]

నా ఆధార్, నా గుర్తింపు

[redacted]

Download Date: 11/04/2023

[redacted]

చిరునామా:
S/O కాశిరెడ్డి రాజిరెడ్డి, ఇంటి నెం 3-21, రాంపుర్, రామాంతాపూర్ మండలం, హుజూరాబాద్ నియోజకవర్గం, కరీంనగర్, ఆంధ్ర ప్రదేశ్ - 505498

Address:
S/O Kashireddy Rajireddy, H No 3-21, Ramporr, Huzurabad Mandalam, Huzurabad, Karimnagar, Andhra Pradesh - 505498

[redacted]

[redacted]

VID : 9109 5660 2131 7794

[redacted]

1947 | help@uidai.gov.in | www.uidai.gov.in

[redacted]

Issue Date: 19/08/2011

[redacted]

తడుక వినోద్
Taduka Vinod
పుట్టిన తేదీ/DOB: 18/03/1997
పురుషుడు/ MALE

[redacted]

నా ఆధార్, నా గుర్తింపు

[redacted]

Download Date: 10/11/2023

[redacted]

చిరునామా:
తండ్రి తడుక సత్తయ్య, ఇంటి నెంబర్ 12-2-58, జెండా చౌరస్తా, బి. వై నగర్, సిరిసిల్ల, రాజన్న సిరిసిల్ల, తెలంగాణ - 505301

Address:
S/O Taduka Sattayya, H.No.12-2-58, Jenda Chouraste, B. Y Nagar, Sircilla, Rajanna Sircilla, Telangana - 505301

[redacted]

[redacted]

[redacted]

1947 | help@uidai.gov.in | www.uidai.gov.in

[redacted]

Issue Date: 10/10/2011

[redacted]

గోదావరి శంకర్ కుమార్ పండా
Godavari Sankar Kumar Panda
పుట్టిన తేదీ/DOB: 10/08/1982
పురుషుడు/ MALE

[redacted]

నా ఆధార్, నా గుర్తింపు

[redacted]

Download Date: 04/11/2023

[redacted]

చిరునామా:
S/O రఘురాం పండా, H. No. 18-18-66/7d/1, హరి ప్రియ నగర్, నియర్ MRO ఆఫీస్, ప్రశాంత్ నగర్ ఓల్డ్ GP, సిద్దిపేట, సిద్దిపేట, తెలంగాణ - 502103

Address:
S/o Raghuram Panda, H. No. 18-18-66/7d/1, Hari Priya Nagar, Near MRO Office, Prashanth Nagar Old GP, Siddipet, Siddipet, Telangana – 502103

[redacted]

[redacted]

VID : 9151 2881 7412 9303

[redacted]

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[redacted]

[redacted]

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Government of Telangana
Registration and Stamps Department

From
Sub Registrar,
Shamshabad,
Ranga Reddy District.

To
The Sub Registrar,
SRO,Maheshwaram,
Ranga Reddy District.

Letter No. 272 /SHMBD/2024 Dt: 28-11-2024.

Sir/Madam,

Sub:- Registration and Stamps Department - SRO Maheshwaram – Pending Document No. P.200/2024-Market value and Prohibition Particulars – submitted - regarding.

Ref :- The Sub Registrar SRO,Maheshwaram. Lr No.714/2024 Dt:26-11-2024.

*****

With reference to the subject cited, it is to inform you that the properties In the reference relating to the vacant non-agricultural land admeasuring 15,488 sq yds comprising of (i) 6,655 sq yds situated in Sy No. 22 & 22/A and (ii) 8,833 sq yds situated in Sy nos.22/P,21/^A1,23/^B & 24/^B of Pashambanda Village, Shamshabad Mandal,Ranga Reddy District is not covered under prohibition as per prohibitory watch register of this office and market value of the property is Rs.2400/- per square yard as per Market value guidelines register of this office.

Yours faithfully,

Sub Registrar,
Shamshabad.

SUB - REGISTRAR-
SHAMSHABAD

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GOVERNMENT OF TELANGANA
REGISTRATION AND STAMPS DEPARTMENT

From,
The Sub Registrar,
SRO Gandipet,
Ranga Reddy District.

To,
The Sub Registrar,
Maheshwaram,
Ranga Reddy District

Lr. No.506/SRO/GP/2024, Dt: 29/11/2024.

Sir,

Sub: Registration and Stamps Department - SRO,Maheshwaram - Prohibition Particulars of the property - Furnishing - Reg.

Ref: SRO, Maheshwaram, Lr.No.715/2024, Dated: 26/11/2024.

@ @ @

With reference to the subject cited, it is to submit that as per the prohibition register of this office, Sy No.110, admeasuring 9680 Sq.yards, situated at Kokapet Village, Gandipet Mandal, Ranga Reddy District are not covered under any prohibition as per the records of this office.

Hence, submitted for favour of information.

Yours faithfully,

Sub Registrar,
SRO Gandipet,
Ranga Reddy District.

SUB-REGISTRAR
Gandipet, R.R. Dist., T.S.

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Online Challan Proforma **[SRO copy]**

Challan No: **553KS4241124**

Bank Code : **SBIN**	**Payment : CASH**

Remitter Details

Name	RAJAPUSHPA FAMS
PAN Card No	AAGHR2552L
Aadhar Card No	
Mobile Number	*******138
Address	HYDERABAD

Executant Details

Name	RAJAPUSHPA ASSET MANAGEMENT LLP AND OTH
Address	HYDERABAD

Claimant Details

Name	CATALYST TRUSTEESHIP LIMITED
Address	PUNE MAHARASHTRA

Document Nature

Nature of Document	Mortgage without Possession
Property Situated in(District)	RANGAREDDY
SRO Name	MAHESHWARAM

Amount Details

Stamp Duty	6500000
Transfer Duty	0
Registration Fee	1300000
User Charges	1000
Mutation Charges	0
Haritha Nidhi	50
TOTAL	7801050
Total in Words	Seventy Eight Lakh One Thousand Fifty Rupees Only
Date(DD-MM-YYYY)	24-11-2024
Transaction Id	**0138289719956**
Stamp & Signature	

lote: Scan the **QR code to verify the challan details and go through refund olicy.**

Online Challan Proforma **[Citizen copy]**

Challan No: **553KS4241124**

Bank Code : **SBIN**	**Payment : CASH**

Remitter Details

Name	RAJAPUSHPA FAMS
PAN Card No	[redacted]
Aadhar Card No	
Mobile Number	*******138
Address	HYDERABAD

Executant Details

Name	RAJAPUSHPA ASSET MANAGEMENT LLP AND OTH
Address	HYDERABAD

Claimant Details

Name	CATALYST TRUSTEESHIP LIMITED
Address	PUNE MAHARASHTRA

Document Nature

Nature of Document	Mortgage without Possession
Property Situated in(District)	RANGAREDDY
SRO Name	MAHESHWARAM

Amount Details

Stamp Duty	6500000
Transfer Duty	0
Registration Fee	1300000
User Charges	1000
Mutation Charges	0
Haritha Nidhi	50
TOTAL	7801050
Total in Words	Seventy Eight Lakh One Thousand Fifty Rupees Only
Date(DD-MM-YYYY)	24-11-2024
Transaction Id	**0138289719956**
Stamp & Signature	

Note: Scan the QR code to verify the challan details and go through refund policy.

Online Challan Proforma **[SRO copy]**

Challan No: 553KS4241124

Bank Code : **SBIN**	**Payment : CASH**
Remitter Details	
Name	RAJAPUSHPA FAMS
PAN Card No	[redacted]
Aadhar Card No	
Mobile Number	*******138
Address	HYDERABAD
Executant Details	
Name	RAJAPUSHPA ASSET MANAGEMENT LLP AND OTH
Address	HYDERABAD
Claimant Details	
Name	CATALYST TRUSTEESHIP LIMITED
Address	PUNE MAHARASHTRA
Document Nature	
Nature of Document	Mortgage without Possession
Property Situated in(District)	RANGAREDDY
SRO Name	MAHESHWARAM
Amount Details	
Stamp Duty	6500000
Transfer Duty	0
Registration Fee	1300000
User Charges	1000
Mutation Charges	0
Haritha Nidhi	50
TOTAL	7801050
otal in Words	Seventy Eight Lakh One Thousand Fifty Rupees Only
)ate(DD-MM-YYYY)	24-11-2024
ransaction Id	**0138289719956**
tamp & Signature	

te: Scan the QR code to verify the challan details and go through refund icy.

Online Challan Proforma **[Citizen copy]**

Challan No: 553KS4241124

Bank Code : **SBIN**	**Payment : CASH**
	[redacted]
Name	RAJAPUSHPA FAMS
PAN Card No	[redacted]
Aadhar Card No	
Mobile Number	*******138
Address	HYDERABAD
Executant Details	
Name	RAJAPUSHPA ASSET MANAGEMENT LLP AND OTH
Address	HYDERABAD
Claimant Details	
Name	CATALYST TRUSTEESHIP LIMITED
Address	PUNE MAHARASHTRA
Document Nature	
Nature of Document	Mortgage without Possession
Property Situated in(District)	RANGAREDDY
SRO Name	MAHESHWARAM
Amount Details	
Stamp Duty	6500000
Transfer Duty	0
Registration Fee	1300000
User Charges	1000
Mutation Charges	0
Haritha Nidhi	50
TOTAL	7801050
Total in Words	Seventy Eight Lakh One Thousand Fifty Rupees Only
Date(DD-MM-YYYY)	24-11-2024
Transaction Id	**0138289719956**
Stamp & Signature	

Note: Scan the QR code to verify the challan details and go through refund policy.

e- STAMPS

Document Registrartion eChallan Slip

Remitter / SRO / District-Registrar Details

Name	RAJAPUSHPA FAMS
Mobile Number	9246568138
Challan Number	553KS4241124
PassCode	m3Ltu