

- B. The Borrower has accepted the terms and conditions stipulated by Lender and it is a condition precedent to the availing of the Facility under the Facility Agreement that the Borrower shall in order to secure the Facility together with all interest, commission, costs, charges, expenses and all other monies payable by the Borrower under the Facility Agreement, inter alia, by a charge as mentioned in the Schedule I Part B, hypothecate its entire assets whether current or non-current (both present & future), more particularly described in the Schedule II hereto and/or Annexure/s to the Schedule, as the case may be (hereinafter called "the **said Assets**"). The expression said Assets wherever required or necessary shall include all fittings, fixtures, tools, accessories and part whatsoever pertaining to the said Assets and all replacements of or additions made to the said Assets from time to time as security or escalation or accretion thereof of any type and nature thereof.

NOW THIS DEED WITNESSETH AS FOLLOWS:

ARTICLE 1: Definitions and Interpretations

For all purposes of this Deed, (i) capitalised terms not otherwise defined in below shall have the meaning assigned thereto in the Facility Agreement; (ii) the principles of interpretation set forth below shall apply.

Defined Terms

As used in this Deed, the following terms shall have the following meanings:

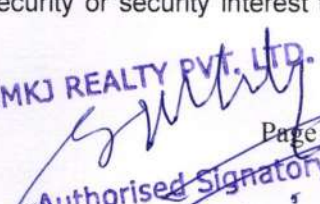
- 1.1 "Applicable Law/s"** shall mean any statute, law, regulation, ordinance, rule, judgement, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of any Transaction Documents or thereafter and in each case as amended and as is applicable to the Borrower/s, the Guarantor or any Obligor;
- 1.2 "Assets"** shall include the Assets hypothecated to Lender and mentioned in the Schedule II and / or Annexures hereto and / or the equitable assets therein.
- 1.3 "Encumbrance"** shall mean (i) any encumbrance including, without limitation, any claim, mortgage, negative lien, pledge, equitable interest, charge (whether fixed or floating), hypothecation, lien, deposit by way of Security, Security Interest, trust, guarantee, commitment, assignment by way of security, or other encumbrances or Security Interest of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of Security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law, contract or otherwise, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/or any other interest held by a third party; (ii) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction, (iii) any adverse claim as to title, possession or use; and/or (iv) or any agreement, conditional or otherwise, to create any of the foregoing;
- 1.4 "Final Settlement Date"** shall mean the date on which all the Outstanding Amounts and any other amount due and payable to the Lender, shall have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Lender and there are no sums which are due, owing or payable, even contingently, to the Lender by the Borrower/s, under or pursuant to the Transaction Documents;
- 1.5 "Outstanding Amounts"** means at any time all amounts payable by the Borrower to Lender pursuant to the terms of the Financing Documents and other documents executed in connection therewith, including without limitation:
- i. The Facility and interest being default, additional or otherwise on all amounts availed of under the Facility Agreement and all other obligations and liabilities of the Borrowers, including indemnities, liquidated damages, expenses, fees and interest incurred under, arising out of or in connection with the said Facility or any other financing under the Financing Documents;
 - ii. Any and all sums expended by Lender in order to preserve the security or security interest therein; and

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- iii. Any and all expenses for enforcement and collection of the Outstanding Amounts including expenses of enforcement and realization of the security.

1.6 "Permitted Security" means:

- 1.6.1** any security (including any security granted in respect of any permitted loan) permitted to be created on the security by Lender;
- 1.6.2** any security created pursuant to the Financing Documents executed with Lender;

1.7 "Receiver" shall have the meaning ascribed to it in Clause 14.1(b).

1.8 Transaction/Financing Documents" shall mean this Agreement, each of the Security Documents, any document executed by any of the Borrower/s or any of the Obligor in connection with any portion of the Facility, any document termed as the "Financing Document" or a "Transaction Document" under any of the foregoing and any other document or deed or document executed by any of the Borrower/s, the Guarantors and the Obligors for the benefit of the Lender or any of them;

1.9 "Transfer of Property Act" means the Transfer of Property Act, 1882 or any modification or re-enactment thereof.

ARTICLE 2: Covenant To Pay/Repay

In pursuance of the Facility Agreement and in consideration of the said Facility granted /agreed to be lent and advanced to the Borrower by Lender, the Borrower covenants and agrees that the Borrower shall repay the Outstanding Amounts and all other monies under the Financing Documents and shall duly observe and perform all the terms and conditions of the Financing Documents.

ARTICLE 3: Charging Clause

- 3.1 As security for the said Facility and also for payment of any other charges, costs (between attorney and client) and expenses payable to or incurred by Lender in relation thereto, the Borrower hereby charges and hypothecates to Lender its entire current assets (both present & future), more specifically described in the Schedule II hereto. The Assets specified and described in the Schedule II hereto and purchased / to be purchased , owned, possessed or in course of transit to/by the Borrower as aforesaid shall remain hypothecated and remain under charge to Lender as security for the payment by the Borrower to Lender of the said Facility. The charge-cum-hypothecation created on the entire current assets of the Borrower (both present and future) shall rank as mentioned in the Schedule I herein below.
- 3.2 The Borrower shall not, without the prior written consent of Lender during the continuance of this security, create or attempt to create any charge, any further security interest (other than Permitted Security interest) or Encumbrance of any kind over the said Assets or any part thereof specified and described in the Schedule II hereto.
- 3.3 The charge/hypothecation shall be deemed to be created immediately on the execution of this Deed and/or as when the Borrower acquires the said Assets with the financial assistance of Lender.
- 3.4 The Borrower specifically agrees that in case of addition, escalation or accretion, etc. to the said Assets / securities mentioned in Schedule II /Annexures hereto, as the case may be accruing in respect of the said Assets or by way of production and profits thereto or any part thereof shall also be deemed to be hypothecated with the Lender and parties agrees that there is no need for signing any additional supplementary agreement in this respect.
- 3.5 All Schedules hereto and / or Annexure/s to the Schedule, as the case may be attached now or any time, to this Deed shall be governed by this terms of this Deed and shall always be treated as part of this Deed.

ARTICLE 4: Security

4.1 Continuing Security

The security created by or pursuant to this Deed and/or under the Facility Agreement is a continuing security and shall remain in full force and effect till the payment/repayment of the Outstanding Amounts to the satisfaction of Lender, notwithstanding any intermediate part payment or settlement of account or other matter or thing whatsoever, and in particular the intermediate part satisfaction by the Borrower of any part of the Outstanding Amounts, and is in addition, and without prejudice, to any other security, guarantees, lien, indemnities or other right or remedy which Lender may now or hereafter hold for the Outstanding Amounts or any part thereof.

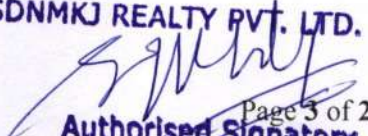
4.2 Other Security

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This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other person in respect of the Outstanding Amounts.

4.3 Avoidance of Payments

If any amount paid by the Borrower in respect of the Outstanding Amounts is held to be void or set aside on the liquidation or winding up of the Borrower or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid.

4.4 Change in Character of the Borrower

The Borrower's right with respect to the security created hereunder shall not be affected or discharged by the winding up, insolvency, dissolution, merger or amalgamation, reconstruction, take over of the management, or nationalization of the undertaking of the Borrower.

ARTICLE 5: Further Security and Agreement²

5.1 The Borrower hereby covenants with Lender that in case the security provided by the Borrower has become inadequate to cover the Outstanding Amounts, the Borrower shall:

1.9.1 inform Lender about the same; and

1.9.2 as soon as practicable, subject to the proviso for redemption set out in Article 6 hereof, grant, convey, assign, assure, transfer, secure and charge unto Lender as and by way of additional security, such additional property or properties, all rights, title, interest, benefits, claims whatsoever of the Borrower into, or in respect of all such Assets or properties, in favour of Lender as and by way of additional security. The Borrower further agrees to hypothecate such other Assets as directed by Lender from time to time at their sole discretion, to secure the said Facility, and details of such Assets will be annexed to this Deed.

ARTICLE 6: Release of Security

Subject to the terms contained in the Facility Agreement, only on the Borrower paying in full the entire Outstanding Amounts in the manner provided in the Facility Agreement and in other Financing Documents, Lender shall with reasonable promptness, upon the written request and at the expense of the Borrower, release unto the Borrower, or as the Borrower shall direct and do all such other things as may be reasonably necessary to release, the said Assets from the security created hereunder (other than such of the said Assets as may have already been released pursuant to the Facility Agreement).

ARTICLE 7: Further Assurances

The Borrower hereby covenants and undertakes, from time to time and at all times, whether before or after the security constituted hereunder shall have become enforceable, to execute and do, at the expense of the Borrower, all such charges, transfers, assignments, deeds, assurances, documents, agreements, instruments, acts, matters and things in such form and otherwise as Lender may reasonably or by law require for perfecting and protecting the security intended to be hereby constituted or facilitating the realisation thereof or otherwise in relation to enforcing the same.

ARTICLE 8: Declarations of the Borrower

8.1 The Borrower reiterates the representations and warranties contained in the Facility Agreement, and acknowledges and confirms that the same have been made with the intention of inducing Lender to enter into this Deed, and further acknowledges that Lender has entered into this Deed on the basis of, and relying on, each of such representations and warranties given by the Borrower.

In addition to the representations and warranties made by the Borrower under the Facility Agreement, the Borrower hereby undertakes and declares as follows:

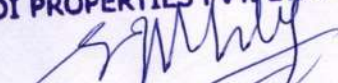
- a. The Borrower shall pay all taxes (including stamp duty) in connection with the execution, enforcement and performance under this Deed and the registration thereof.
- b. This Deed shall be registered if required by Lender. Upon submission to the Registrar of Companies of a copy of this Deed and the prescribed form containing the prescribed particulars for registration of the registrable charges

² **Comment:** In the event the Borrower is required to maintain a specific security cover, such creation of additional security may be linked to maintenance of such security cover.

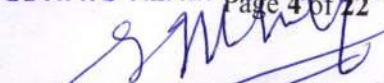
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created hereby, forthwith on the execution of this Deed, the Borrower will have complied with all the legal requirements necessary to create a valid and enforceable hypothecation in favour of Lender, and will have obtained all necessary consents, permissions and approvals and permission.

8.2 The Borrower further declares, represents and warrants that:

- a. The Borrower is legally possessed of the [corporate]³ power to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary [corporate]⁴ action to authorise the execution, delivery and performance of this Deed;
- b. This Deed when executed and delivered will constitute valid and legally binding obligations on the Borrower enforceable in accordance with its terms;
- c. The execution or performance of this Deed or the compliance with its terms will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any agreement or other instrument to which the Borrower is a party or by which it is bound, or vice versa or violate any of the terms or provisions of the Borrowers' Memorandum and Articles of Association, bye-laws or other governing document or any judgment, decree or order or any statute, rule or regulation applicable to the Borrower;
- d. The Borrower is lawfully possessed of a valid, clear, and subsisting interest in and to, and is the absolute and legal owner of the said Assets;
- e. The Borrower hereby declares that subject to what is contained hereinbefore, the said Assets are and will, at all times, be the absolute property of the Borrower, and subject to the Permitted Security interest created or to be created, be free from any charge, trust, pledge, lien, claim or Encumbrance;
- f. The Borrower declares that it shall obtain the prior consent of Lender as provided under the Facility Agreement, before making any change, amendment, variation or addition in the insurance policy referred herein;
- g. The provisions of this Deed are effective to create in favour of Lender a legal, valid and enforceable charge on the said Assets on which the Borrower purports to grant a charge pursuant hereto including without limitation, a legal, valid and enforceable security interest, and appropriate recordings and filings which will be made promptly after the execution of this Deed in all appropriate public offices, and all other necessary and appropriate action will be taken so that as soon as this Deed has been so recorded and filed, it will create an effective charge on all right, title and interest of the Borrower in the said Assets covered thereby, and all necessary and appropriate clearances and consents (if any) to the creation, effectiveness, priority and enforcement of such said Assets have been obtained;
- h. Should any of the said Assets remain in the possession of the Borrower, the same shall be held by the Borrower on behalf of Lender, and Lender shall be entitled at any time without notice to take possession of such said Assets;
- i. The Borrower agrees to accept as conclusive proof of the correctness of any sum claimed to be due from the Borrower to Lender under this security a statement of account made out from the books of Lender and signed by the accountant or other duly authorised officers of Lender without production of any other voucher, documents or papers;
- j. In case of book debts/receivables, the Borrower agrees that if the Assets are realised by repayment or otherwise it shall be forthwith paid to the Lender to be applied in reduction of the indebtedness to Lender in respect of the said Facility. The Borrower shall not transfer or deal with the Assets upon being prohibited by Lender from doing so;
- k. The Borrower declares that, whenever required by Lender, the Borrower shall give full particulars to Lender of all the Assets and other assets of the Borrower and shall furnish and verify all such documents and information as may be required by Lender from time to time.

ARTICLE 9: Covenants

9.1 Covenant

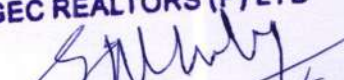
Subject to the terms of Applicable Law, the Borrower does hereby further covenant that:

- a. **Inspection, repair, etc.** - The Borrower shall permit Lender and its representatives and agents, from time to time and at all reasonable times, to enter into and upon any place where the said Assets and any future Assets may be kept, subject to (other than on an Event of Default) the reasonable rules for safety and security promulgated from time to time by the Borrower and upon reasonable notice to the Borrower, to inspect the same, and if there shall be any

³ **Comment:** Applicable in the case of the Borrower being a company.

⁴ **Comment:** Applicable in the case of the Borrower being a company.

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want of repair thereof, or if Lender in its reasonable discretion considers that any other works, matters or things are required in order to preserve its security hereunder, then Lender shall give notice thereof to the Borrower to repair or replace the same. Upon the Borrower's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon Lender to repair or replace the same or any part thereof at the expense of the Borrower. Lender will carry out the inspection of the said Assets charged to it once in 6 (six) months or at more frequent intervals as decided by Lender by its own officials or through persons/firm appointed by Lender. The cost of inspection is to be borne by the Borrower.

In case of Book Debts/Receivables, the Borrower shall furnish to Lender whenever required by Lender full and correct particulars/statements of all the said debts and shall allow the Lender or its authorised agents to take inspection of all the books of accounts and other documents and will produce such evidence as the Lender may require as to the value thereof. It shall be lawful for the Lender at any time and from time to time during the continuance of this security to appoint and employ at our expense in all respects and for such period as Lender shall think fit a person or persons or a firm or a company to inspect the value of all or any of the said debts on behalf of Lender and shall pay to Lender on demand all the expenses fees in respect thereof or incidental thereto (Lender's statement being conclusive). In default, Lender may be at liberty to debit the amount thereof to the Borrower's said accounts in the Lender's books and the same shall be treated as advance until payment thereof.

b. Further assurance - The Borrower shall and will, from time to time and at all times, at their own cost, execute, make and do or cause and procure to be executed, made and done every such reasonable assurance, act and thing for further and more perfectly assuring all or any of the Assets and any future Assets comprised in these presents unto and to the use of Lender, as shall be reasonably required to the extent required under the Facility Agreement. In case of Book Debts/Receivables, the Borrower agrees that they shall not receive, compound or realise any of the said debts nor do anything whereby the recovery of the same may be impeded, delayed or prevented without the prior written consent of Lender and will keep proper books of account of our business and will at any time when required produce such books for inspection of Lender and allow Lender through its employees, agents to have access thereto and to make copies of or extracts therefrom.

c. Maintenance of said Assets - The Borrower shall at all times and at its own cost and expense, keep and maintain all of the said Assets, both present and future, and other assets comprised therein, 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 Lender of any notice of defect or warrant of repair given, repair and make good the same to the reasonable satisfaction of Lender within the time specified in the notice;

d. Insurance -

a. The Borrower shall at all times during the continuance of the security created in favor of Lender and so long as any money remains due and owing to Lender by virtue hereof, insure for full covering all risks and keep insured Assets already and hereafter hypothecated as aforesaid to the full extent of their value against fire risks in an insurance office or offices acceptable to Lender and in the name of Lender, and shall duly and punctually pay the premia payable in respect thereof and shall handover the policy or policies of insurance and receipts for premia paid in respect thereof to Lender. A copy of the insurance policy/ies is to be submitted to Lender within 90 (ninety) days of disbursement and in case or renewed policies or receipts within 30(thirty)⁵ days of renewal of the same. If default is made in payment of such premia or keeping such Securities so insured, then and in such cases, it shall be lawful but not obligatory for Lender to pay such premia and to keep the Securities so insured, and the expenses incurred by Lender for the purpose shall be charged to and payable by the Borrower with interest at the same rate as specified in Facility Agreement.

b. That all sums received under any such insurance as aforesaid shall be applied in or towards the liquidation of the balance due to Lender as provided in the Facility Agreement.

c. Unless expressly provided for in the Facility Agreement, the Borrower shall:

- i. Not vary, rescind, terminate, cancel or cause a material change to any insurance policy and give Lender at least forty-five (45) days' notice of any proposal to take any such actions; and
- ii. As soon as possible, notify Lender of any event entitling the Borrower to claim under any one or more insurance policies maintained by it.

⁵Comment: Lender may choose to specify a different time period.

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- d. The Borrower further agrees that Lender may at its sole discretion adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise or award shall be valid and binding on the Borrower.
- e. The Borrower agrees not to raise at any time any dispute as to the amount of the insurable interest of Lender.

e. Immovable Property upon which Assets are kept-

The Borrower shall pay all rents, taxes and outgoing in respect of any immovable property in or on which the Assets may for the time being be lying or stored and shall keep such immovable property insured against all risks.

f. Assets held for the benefit of Lender -

All the Assets and all sale realisations and insurance proceeds thereof and all documents, records under this security shall always be kept distinguishable and held for the benefit of Lender and specifically appropriated to this security and dealt with only under the directions of Lender.

g. Display of Lender's name-

- 9.1 The Borrower shall display/ mark Lender's name on the factory, premises, godowns and other places where the Assets and/or all documents/ records in respect thereof are stored/ kept/installed/ used/ lying indicating that the said Assets are hypothecated to Lender.
- 9.2 In addition to the covenants set forth in Article 9.1, subject to the terms of Applicable Law, the Borrower does hereby further covenant that it will not:
- a. Except as otherwise expressly provided in the Facility Agreement, create or permit to exist any lien or Encumbrance on the or affecting the Assets or any portion thereof; or
- b. Except as otherwise expressly provided in the Facility Agreement, sell, transfer, remove or cause or permit to be removed from the place where they are / will be for the time being kept / stored / divert or cause to divert while in transit, lease or otherwise dispose of all or any part of the Assets.

ARTICLE 10: Events of Default; Enforcement

10.1 Events of Default

The security created hereunder in favour of Lender shall become enforceable by Lender if any Event of Default as provided in the Facility Agreement shall occur and be continuing.

10.2 Right to Accelerate

On or at any time after the occurrence and during the continuation of an Event of Default, if the Outstanding Amounts of the Borrower are due, Lender shall be entitled to, by notice in writing, demand to the Borrower immediate repayment of the Outstanding Amounts, whereupon such of the Outstanding Amounts shall become and be immediately due and payable, and nothing herein contained shall be deemed to affect or prejudice the rights or powers of Lender to demand fulfilment of the Outstanding Amounts.

10.3 Acceleration: Enforcement

If the Facility shall have been accelerated and not repaid pursuant to the terms of the Facility Agreement, Lender may without prejudice to any other rights and without prior notice to the Borrower subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract:-

- a. Sell, call in, collect, convert into money or otherwise deal with or dispose of the Assets or any part thereof on an installment basis, or otherwise and generally in such manner and upon such terms whatever as Lender may consider fit, and/or enforce, settle, compromise with any rights or claims relating thereto without being liable for any losses and without prejudice to Lender's aforesaid rights;
- b. Exercise any and all powers, which a Receiver could exercise hereunder or by law;
- c. Appoint by writing any person or persons to be a Receiver of all or any part of the Assets, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the court is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by Lender on an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers.
- d. Without prejudice to the aforesaid, Lender shall be entitled to do all such acts and deeds for entering into and taking possession of the Assets and any future Assets comprised in these presents, at the costs of the Borrower. The Borrower shall take no action inconsistent with or prejudicial to the right of Lender hereinabove mentioned, and Lender's right to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any

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person or persons whomsoever, and upon the taking of such action, Lender shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and Encumbrances whatsoever.

Notwithstanding any pending suit or other proceeding, the Borrower undertakes to give immediate possession of the Assets and all records/documents in relation thereof to Lender or to its authorized representatives, on demand, and to transfer to Lender all relative bills, contracts, securities and documents.

ARTICLE 11: Powers of Lender

Lender shall have the authority subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract, to act upon and enforce the provisions of this Deed, or to adopt appropriate remedies in that behalf and shall exercise all powers under this Deed in accordance with Applicable Law.

ARTICLE 12: Sale/Assign without Intervention of Court in the Event of Default

NOTWITHSTANDING anything to the contrary herein and provided always it is hereby agreed and declared as follows:

- 12.1 It shall be lawful for Lender at any time subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract, without any further consent of the Borrower, to sell, assign or concur with any other person in selling and/or assigning the Assets and any future Assets comprised in these presents or any part thereof either by public auction or private contract and with liberty also to make such conditions or stipulations respecting title or evidence of title or other matters as Lender may deem proper, with power to buy or obtain assignment of the Assets at any sale and to resell the Assets at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Assets without being answerable or accountable for any loss or diminution occasioned thereby, and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper.
- 12.2 The power of sale/assignment hereinbefore contained shall not be exercised by Lender unless and until an Event of Default has occurred and is continuing.
- 12.3 No purchaser from, or other person dealing with Lender and / or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether an Event of Default has occurred or as to the necessity or expediency of the stipulations subject to which such sale/assignment shall have been made or otherwise as to the propriety or regularity of such sale/assignment and, notwithstanding any impropriety or irregularity whatsoever in any such sale/assignment, the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Borrower in respect of any breach of any of the articles or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale/assignment shall be damages only.
- 12.4 Upon any such sale/assignment as aforesaid the receipt by Lender for the purchase money shall effectually discharge the purchasers or purchaser or assignee therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

ARTICLE 13: Continued Possession

Subject to Article 14 hereof and if no Event of Default has occurred, it shall be lawful for the Borrower to retain possession of and use the Assets until Lender shall be entitled to take possession thereof (subject to any limitations which are imposed by Applicable Law and which cannot be waived under these presents.)

ARTICLE 14: Appointment of Receiver in the Event of Default

14.1 Right to Appoint Private Receiver

- a. Lender, at any time after it has acquired the right to exercise the power of sale/assignment pursuant to this Deed, may by writing, appoint as Receiver of the Assets or any part thereof one or more persons described in sub-clause (b) below, entities or any other authorised officer or officers of such person and may remove any Receiver so appointed and appoint another instead.
- b. The Borrower hereby consents to the appointment of any bank doing business in India, any public financial institution or any of their respective subsidiaries or Affiliates or any senior official of any of the above, or advocate/ any firm of

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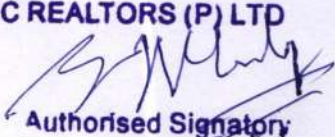
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advocates or independent public accountants ("**Receiver**"), as Receiver hereunder and agrees that it shall not object to the appointment of any such person at the time of any such appointment.

14.2 Status, Powers and Remuneration of Receiver

- a. Appointment of any Receiver may be made at any time on or after the happening of the Event of Default.
- b. Such Receiver may, from time to time, be invested with such rights, powers, authorities and discretion exercisable by Lender hereinafter set forth or under Applicable Law or as Lender may think expedient, including the following rights, powers and authorities (all of which shall be subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract or are not waivable by contract):
 - i. To enter upon or take possession of, or collect and get in all or any part of the Assets, and for that purpose to take any proceedings and enforce any order or judgement in the name of the Borrower or otherwise, as the Receiver shall consider fit;
 - ii. To manage or carry on or concur in carrying on the business of the Borrower as regards the achievement of the purpose, as the Receiver shall consider fit;
 - iii. To make any arrangement or compromise between the Borrower and any other person or pay any compensation or incur any obligation which Lender or the Receiver shall consider fit;
 - iv. For the purpose of exercising any of the powers, authorities and discretion conferred on it by this Deed and / or defraying any costs or expenses which may be incurred by it in the exercise thereof, or for any other purpose, to borrow from Lender or others on such terms (with or without security) as the Receiver or Lender shall consider fit and so that, with the prior written consent of Lender, any such security may be or include a charge on the whole or any part of the Assets ranking wholly or partly in priority to with the security created hereunder;
 - v. To assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Assets in such manner and generally on such terms and conditions as Lender or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
 - vi. To make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipments, insurances, alterations or additions to or in respect of the said Assets and maintain, renew, take out or increase insurances in the interest of Lender, for maintaining the value of the said Assets, in every such case as Lender or the Receiver shall consider fit;
 - vii. To obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise, as Lender or the Receiver shall consider fit;
 - viii. To redeem any prior Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - ix. To appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may consider fit and to discharge any persons appointed by the Borrower;
 - x. To settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Borrower or relating in any way to the properties or any part thereof;
 - xi. To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Assets or any part thereof as the Receiver shall consider fit;
 - xii. To do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by Lender or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the said Assets; and
 - xiii. To exercise all such other power and authority as Lender shall consider fit to confer, and which Lender may in relation to such part of the said Assets as is the subject of a charge as more particularly described in the Schedule I Part B or standard security, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof.
- c. Unless otherwise directed by Lender, such Receiver may exercise all the rights, powers, authorities and discretion herein or by law vested in Lender.
- d. Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by Lender.

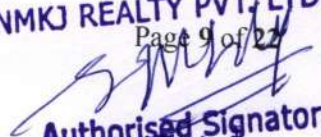
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- e. Lender may from time to time fix the remuneration of such Receiver which shall be paid by the Borrower, or failing such payment, Lender may direct payment thereof out of the said Assets.
- f. Lender, from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but Lender shall not be bound in any case to require any such security.

ARTICLE 15: Protection of Lender and Receiver

15.1 Limitation of Liability

Subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract, neither Lender nor any Receiver shall 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 their respective rights, powers, authorities, discretion and trusts that may be vested in Lender unless such loss or damage is caused by its fraud, gross negligence or willful default.

Any Receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and Lender shall not incur any liability or responsibility thereof by reason of appointing the Receiver.

15.2 Not lender -in-possession

Without prejudice to the generality of Article 15.1, the Borrower does hereby expressly agree with Lender that neither Lender nor any Receiver appointed as aforesaid shall, by reason of Lender or such Receiver entering into or taking possession of the said Assets or any part thereof, be liable to the Borrower to account as a lender-in-possession for anything, except actual receipts which have not been distributed or paid to the Borrower or the persons entitled or at the time of payment honestly and reasonably considered by Lender to be entitled thereto, or be liable for any loss or for any default or omission for which a lender-in-possession might be liable, unless such loss or default or omission is caused by its fraud, gross negligence or willful default.

Lender shall not in any way be responsible in respect of the quantity, quality, value, and condition of the Assets if the same is or happens to be in possession of Lender and for any loss, destruction or deterioration thereof or damage thereto occasioned by theft, pilferage, robbery, fire, riot, and civil commotion, malicious damage or otherwise howsoever, whatsoever may be the circumstances or the reasons under or for which the loss, destruction, deterioration, or damage may arise, including any act, omission, negligence, default of any of its servants or nominees or agents.

ARTICLE 16: Costs and Expenses

16.1 Legal Fees and Expenses

The Borrower shall pay all legal fees, costs, charges and expenses of Lender in connection with or incidental to these presents or this security and incurred as well for the protection and security of the said Assets and for the demand, realisation and recovery of the Outstanding Amounts.

16.2 Stamp Duty and Other Fees on Execution, Registration etc.

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto or thereto, if and when the Borrower may be required to pay the same according to the laws for the time being in force in the state in which its properties are situated.

16.3 Reimbursement Obligations

All reasonable costs, expenses, charges and fees paid or incurred by Lender in the exercise of any of the rights remedies or powers granted hereunder including without limitation, payment of any costs, expenses, charges or fees in this Article 16 shall be for the account of the Borrower, and the Borrower undertakes promptly on demand to pay the same or, as the case may be, to reimburse Lender or its agents, representatives, successors and assigns for any such monies paid by Lender or any of them with interest thereon at the applicable rate from the date the Borrower receives notice thereof from Lender and/or their agents, representatives, successors, and assigns until reimbursed by

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the Borrower, and all such costs, expenses, charges and fees shall be added to the Outstanding Amounts and be secured hereby.

ARTICLE 17: Attorney

17.1 Appointment

Upon the occurrence and during the subsistence of an Event of Default, the Borrower shall irrevocably appoint Lender as well as each Receiver to be appointed under these presents to be its attorney or attorneys in the format provide in Schedule III), and in the name and on behalf of the Borrower and as its act and deed, to execute and do all acts, deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by law conferred on Lender or any Receiver appointed by Lender and also to execute on behalf of the Borrower at the cost of the Borrower the powers hereunder or by law conferred on Lender or any Receiver appointed by them and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for protection preservation, enforcement and realisation of the security, and the Borrower shall bear the expenses that may be incurred by Lender or any Receiver in that behalf. Such power of attorney granted is a power of attorney coupled with interest.

17.2 Ratification

The Borrower covenants with Lender to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Article 17.1 above.

ARTICLE 18: Application of Monies

18.1 All monies received by Lender or any Receiver appointed hereunder, whether prior to or as a result of the enforcement of the security constituted hereunder, shall be applied by Lender as provided for in the Facility Agreement.

18.2 The Borrower shall be liable to Lender for any deficiency.

ARTICLE 19: Compensation for Expropriation

Subject to the terms and provisions of the Facility Agreement, in the event of the expropriation, confiscation, compulsory acquisition, nationalisation or other taking of all or any part of the said Assets by the Government of India or any public body or authority entitled to do so under Applicable Law, Lender shall be entitled to receive so much of the compensation paid by the Government of India or such public body or authority, as the case may be, to which the Borrower may be entitled or declared entitled as is necessary to satisfy in full the Outstanding Amounts.

ARTICLE 20: Indemnity

The Borrower hereby agrees that it shall indemnify and hold harmless Lender and every attorney, manager, agent or other person appointed by it against any liability, fees, cost or expense which may be incurred or charged in connection with the performance of its obligations under this Deed including but not limited to the security interest created by this Deed.

ARTICLE 21: Waiver

21.1 No Implied Waiver or Impairment

No delay or omission of Lender or any Receiver in exercising any right, power or remedy accruing to Lender or any Receiver 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 Lender or any Receiver in respect of any default or any acquiescence by them in any default, affect or impair any right, power or remedy of Lender or any Receiver in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

21.2 Express Waiver

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

ARTICLE 22: Communications

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22.1 Notices

- (a) Any notice, demand, communication or other request (individually, a "**Notice**") to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid) or recognized overnight courier service, electronic mail or facsimile to the Party to which it is addressed at such Party's address specified below or at such other address as such party may from time to time have designated by [5 (five)]⁶ days' prior written Notice. Provided however, that in case of a Notice delivered by facsimile, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid) or through a recognized overnight courier service.
- (b) Notice by the Parties to each other and the Lender shall be deemed effectively given and received upon delivery in person, or 1 (One) business day after delivery by recognized overnight courier service, if sent for next business day delivery or by facsimile transmission with senders acknowledgment of transmission receipt or 5 (Five) business days after deposit via certified or registered mail, return receipt requested, or on actual receipt if sent by electronic mail, in each case addressed as below:

Borrower

Name: _____

Address: _____

Attention: _____

Phone: +91- _____

Fax: +91- _____

Email: _____

Lender

Aditya Birla Finance Ltd.

Address: _____

Attention: _____

Phone: +91- _____

Fax: +91- _____

Email: _____

This Clause shall survive the termination or expiry of this Agreement.

ARTICLE 23: Provisions Severable

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

ARTICLE 24: Governing Law

This Deed shall be governed by and construed in accordance with the laws in India. All claims or disputes arising out of or in relation to this Deed shall be settled by arbitration. The arbitration tribunal shall consist of a sole arbitrator to be appointed as per the Arbitration and Conciliation Act, 1996. = Any vacancy created in the arbitration tribunal, for any reason whatsoever, shall also be filled as per the Arbitration Act, 1996. The place of arbitration shall be as mentioned in the Schedule I Part B herein under. Parties agree that the Courts as mentioned in the Schedule I Part B shall have the exclusive jurisdiction to exercise all powers under the Arbitration & Conciliation Act, 1996.

ARTICLE 25: Termination

⁶ Comment : To be confirmed

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This Deed shall be satisfied and discharged when the Facility and all Outstanding Amounts and liabilities in connection therewith owing to Lender shall have been fully repaid to the satisfaction of Lender, and all commitments in connection with the Facility Agreement have been fully honoured including but not limited to the repayment of the following by the Borrower to Lender in full:

- a. Reasonable costs, charges, fees and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Receiver or their advisers in connection with the preparation, execution and delivery of this Deed, in exercising any of its or their rights or powers hereunder, in suing for or seeking to recover any sums due hereunder, otherwise preserving or enforcing its or their rights hereunder, in connection with the preservation or attempted preservation of the Assets, in defending any claims brought against Lender or the Receiver in respect of this Deed and/or in discharging this Deed; and
- b. All remuneration payable to the Receiver.

ARTICLE 26: Prevailing Deed

The provisions contained herein shall be read in conjunction with the provisions of the Facility Agreement as amended from time to time and in case of any inconsistency or repugnancy between the terms of the Facility Agreement and this Deed, the latter shall prevail for all intents and purposes.

ARTICLE 27: Amendment

No change to or modification of the terms of this Deed shall be valid, binding or enforceable unless the same is in writing and signed by the Parties hereto.

ARTICLE 28: Assignment

Lender shall be free to assign its rights and obligations hereunder or any part thereof, without any reference or recourse to the Borrower. The Borrower cannot transfer its rights and obligations hereunder or any part thereof to any third party.

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SCHEDULE I PART A
(Details of the Borrower)

_____, [7a company incorporated under the Companies Act, 1956 (1 of 1956),
having Corporate Identity Number _____ and having its registered office at _____

OR

[_____ a partnership constituted under the Indian Partnership Act, 1932, acting through (a)⁸ _____ (b) _____ (c) _____ and having its principal place of business at _____]

OR

[_____, son of _____, aged about _____ years, presently residing at _____ being the Karta of the joint and Hindu Undivided Family having (a)⁹ _____ (b) _____ (c) _____ as being the present members]

OR

[_____, a sole proprietorship having its principal place of business at _____]

OR

[_____] LLP, incorporated under the Limited Liability Partnership Act, 2008 having Limited Liability Partnership Identification Number _____ and acting through its designated partner _____ and having its principal place of business at _____]

OR

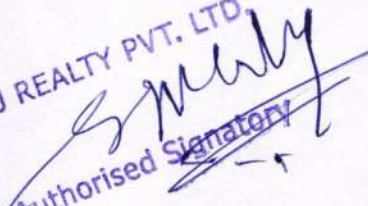
[_____ an association/ society/ trust registered under the prevalent Societies Registration Act/ prevalent Co-operative Societies Act / Indian Trust Act, 1882 and having _____ the _____ registered _____ office _____ at _____ and _____ at _____ present carrying on the business of _____ at _____]

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⁷ **Comment:** Depending on whether the Borrower is a company, a partnership, an HUF or a sole proprietorship, a limited liability partnership, the relevant part needs to be filled and the rest omitted.

⁸ **Comment:** Insert details of all the partners of the firm.

⁹ **Comment:** Insert details of all the members of the HUF.

SCHEDULE I PART B
(General Terms)

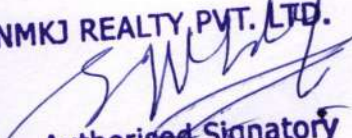
Sr. No.	Particulars	Description
1.	Place of execution of this Deed of Hypothecation	
2.	Day, month and year of execution of this Deed of Hypothecation	
3.	Name of the Borrower	
4.	Addresses of the Borrower (Permanent/Registered Office/ Branch Office / Principal Place of Business)	
5.	Status of the Party of the First Part (whether Private Limited/ Public Limited Company/ Body Corporate /Partnership Firm/ Individual/ Sole Proprietorship Concern/ Hindu Undivided Family/ Trust/ Co-borrower/s / Limited Liability Partnership)	
6.	Corporate Identity Number (If the Borrower is a Company)	
7.	Facility Agreement	Date of execution: Reference No: Amount:
8.	Rank of the Charge on Assets to be hypothecated in favour of Lender ¹⁰ (Exclusive/ First Pari-passu/Second Pari-passu charge)	
9.	Jurisdiction (for Courts)	Delhi or as per Lender(s)'s discretion
10.	Venue for Arbitration	Delhi

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¹⁰ Kindly fill in/select the rank of charge of the Hypothecated assets in favour of Lender

SCHEDULE II
DESCRIPTION OF HYPOTHECATED ASSETS

- (i) All and singular the Borrower's moveable assets, including without limitation all movables including plant, machinery and equipment together with its accessories, furniture, fittings, air-conditioners, furnishings, artifacts, paintings, utensils, cutlery, vessels, machinery, spares, accessories, computer hardware, computer software, tools and accessories, both present and future whether installed or whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon or be brought upon the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives at the work sites or at any upcountry place or places wherever else the same may be, whether now belonging to or that may at any time during the continuance of this security belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery and all replacements thereof, and additions thereto, whether by way of substitution, replacement, conversion, realization or otherwise howsoever with all benefits, rights and incidentals attached thereto, which are now or shall at any time hereafter be owned by the Borrower AND ALL right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same; which shall include all properties of the above description whether presently in existence or acquired hereafter and all insurance contracts, both present and future, all rights, claims and benefits to all monies receivable thereunder and the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the aforesaid properties;
- (ii) All and singular the Borrower's rights, title, interest and benefit in all current assets (both present and future) of the Borrower including, without limitation, its existing and future stock-in-trade, raw-materials, goods in process, semi-manufactured and manufactured goods, semi-finished and finished products, stores and spares not relating to plant and machinery etc., now or at any time hereafter belonging to the Borrower or at Borrower's disposal and now or at any time and from time to time hereafter stored or be stored or brought into or upon or in course of transit to the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives at the work sites or at any upcountry place or places wherever else the same may be and all outstandings, monies, receivable, claims and bills which are now due and owing or which may at any time hereafter during the continuance of this security become due and owing to the Borrower in the course of its business, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned by the Borrower AND ALL estate, right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which shall include all properties of the above description whether presently in existence or acquired hereafter and all insurance contracts, both present and future, all rights, claims and benefits to all monies receivable thereunder and the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the aforesaid properties;
- (iii) All and singular the Borrower's right, title, interest, benefits, claims and demands whatsoever of the Borrower in, to and in respect of all moneys including insurance proceeds payable under any insurance contracts for the assets hereby secured, and investments lying to the credit of the Borrower's escrow account(if any) and other accounts or liable to be credited to the such accounts, or other receivables, monies received/receivable as liquidated damages liable to be credited to the escrow account designated for receiving money, claims or other money proceeds or receivables in respect of such assets of whatsoever nature including by way of assignment of lease rentals, cash flows, treasury income, arising howsoever and where-so-ever, which are now due and owing or which may at any time hereafter during the continuance of the security become due and owing to or acquired by the Borrower in the course of its business, and the full benefit of all rights and remedies relating thereto, including but not limited to fees, deposit and all claims from damages and other remedies for non-payment of the same and all claims under any insurance whether in addition to or by way of renewal, extension or replacement of any moneys previously deposited in or credited to the escrow account or otherwise, together with any interest from time to time accruing in respect of such moneys;

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- (iv) All and singular the Borrower's book-debts, receivables, outstanding moneys, claims, demands, bills, guarantees, letters of credit, contracts, engagements and stocks, shares, notes, bonds, warrants and other securities of any kind belonging to or held by the Borrower and all chose in action which may give rise to any debt, revenue or monetary claim which are now due and owing or accruing or which may at any time hereafter during the continuance of this Deed may become due and owing or accrue to the Borrower relating to the project and the benefits of any security, guarantee or other rights in relation to any of the foregoing; and
- (v) All the other assets of the Borrower, both present and future (other than the property effectively charged pursuant to the provisions of (i) to (iv) above) including the Borrower's goodwill, trademarks, patent and all other intellectual property rights, and also including without limitation, the rights, title and interest in the undertakings of the Borrower to the charge of Lender.

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IN WITNESS WHEREOF the Borrower hereto has executed this Deed on the day and year hereinabove written.

The Common Seal of _____ Ltd. has been affixed
hereunto pursuant to the resolution of the
Board of Directors dated

_____ in the presence of :

Signature for Common Seal
(including witness)

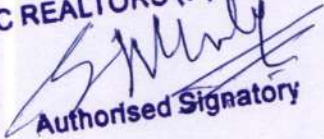
#1 _____

#2 _____

#3 _____

Borrower's Authorized Signatories
[Individual/Karta/Partner(s)/Trustee(s)/ Authorized
Signatory(s)/Designated Partner]

}

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ANNEXURE

IRREVOCABLE POWER OF ATTORNEY

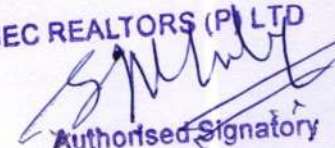
TO ALL TO WHOM THESE PRESENT SHALL COME, I/We _____, Authorised Signatory of _____ LTD, a company having its registered office at _____ and its corporate office at _____

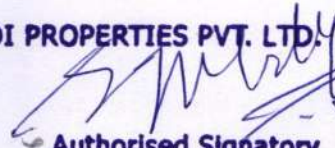
SEND GREETINGS.

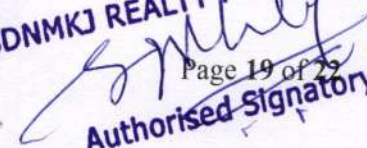
In consideration of **ADITYA BIRLA FINANCE LIMITED**, a non-banking finance company incorporated under the Companies Act, 1956, having Corporate Identity Number _____ and having its registered office at Indian Rayon Compound, Veraval, Gujarat - 362266, India and having its branch office at _____ ("Lender") granting us facility of _____ for (hereinafter "Credit Facility") by executing _____ Facility agreement ref _____ dated _____.

We have hypothecated in favour of Lender certain specific assets (both present & future) (hereinafter referred to as "**the Assets**"), vide deed of hypothecation dated _____ (hereinafter referred to as "**the Deed**"). To effectively carry out the rights under the said Deed, we are desirous of executing an Irrevocable Power of Attorney authorising Lender to deal and to exercise all rights in respect of the said Assets, which we hereby do in the manner hereinafter appearing:

- NOW KNOW YE ALL AND THESE PRESENTS WITNESS** that I/we for ourselves do hereby irrevocably nominate, constitute and appoint Lender acting through any of its officers as our true and lawful attorney (hereinafter referred to as "**the Attorney**") for me/us, in my/our name and on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:
1. To take the possession and or reappoint receivers for the Assets.
 2. To give notices to the companies/organizations who owe the Assets to us.
 3. To give notices and demands to debtors and third parties liable therefor and sue for recovery of the Assets.
 4. To recover, receive and give receipts for the same and sell or realize by public auction or private contract or otherwise dispose of all or any part of the Assets and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof or to give notice to the appropriate statutory authority for effecting transfer of the said Asset in favour of the purchaser.
 5. To demand, claim and receive the Assets due to us from any person on our behalf and give proper receipts and valid and effectual discharges for the same.
 6. To enforce, settle, compromise, submit to arbitration or deal in any manner with any debts or claims under the Assets.
 7. To complete any engagements and carry on our business through agents, managers or otherwise without being bound to exercise any of these powers or being liable for any loss in the exercise thereof and without prejudice to the Lender's rights and remedies of suits or otherwise and notwithstanding there may be any pending suit or other proceedings or we undertaking to give notices to debtors as and when required by the Lender.
 8. To transfer and deliver to the Lender all relative documents and papers.
 9. To appoint or engage any broker, dealer or auctioneer for affecting any such transfer, sale or disposition of the said Asset and also gold ornaments underlying the Assets.
 10. To execute and complete in favour of Lender or its nominee any documents which Lender may require for perfecting its title to or for vesting the said Assets with Lender or its nominee.
 11. To take inspection directly or to engage any advocate, chartered accountant or registered trade practitioner for taking inspection of my/ our income tax return/s and assessment proceedings, appeal proceedings etc. relating to the current and previous assessment years. This authority is being given to the Lender to enable Lender to verify the veracity of various representations made by me/us the undersigned, for seeking loan from Lender.

For JMK GEC REALTORS (P) LTD

Authorised Signatory

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

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Authorised Signatory

12. To fix as and when Lender may, in its absolute discretion, deem fit on such terms and for such price as Lender in its absolute discretion thinks fit, and to apply the net proceeds of such sale in satisfaction of the Facility.
13. To receive the consideration of the sale, transfer, disposition or dealing of the said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.
14. To sign and deliver or otherwise perfect the hypothecation created or to be created on the said Assets and to do all such acts, deeds and things as may be required for exercise of or any of the powers hereby conferred.
15. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance for loss, damages and fire of said hypothecated assets at my/ our costs, charges and expenses which shall be reimbursed by me/us to Lender.
16. To accept the Lender accounts of receipts from realisations as sufficient proof of amounts realized thereby shown provided that the Lender shall be entitled at all times to apply any other money or monies in its hands standing to the credit or belonging to us in or towards payment of any amount for the time being payable to the Lender on the said Credit Facility or otherwise the balance remaining payable to the Lender on the said Credit Facility or otherwise not withstanding that all or any of the securities may not have been realized. The authority hereby conferred shall be irrevocable until all amounts of principal, interest and other costs, charges and expenses due to Lender shall be repaid in full.
17. For the better doing/performing and executing all the matters and things aforesaid, we hereby further grant unto the said Attorney full power and authority to substitute and appoint in its place and stead on such terms as it shall think fit one or more Attorney/s being an officer of Lender to exercise for us as our Attorney with any or all powers and authorities hereby conferred, to revoke any such appointment and to substitute or appoint, any other person or others in place of such Attorney/s as our Attorney shall from time to time think fit.
18. To comply with the provisions of the Companies Act, 1956 or any other statutory re-enactment or modifications thereof for the time being in force or of any other statute, legislation or enactment or any rule or regulation and to sign such deed, documents, forms, declaration or other papers that may be required.
19. To appear before the office of Registrar of Companies, Registrar or Sub-Registrar or any other registering officer or authority and to present for registration the deed of hypothecation and other authorities through Advocates or any such authorized person deemed necessary by Lender and also to transfer the said Assets when necessary.

AND GENERALLY to do, perform and execute all acts, deeds, matters, writings and things relating to or connecting or touching these presents as fully and effectually as if we were personally present and had done, performed or executed the same ourselves.

AND we hereby agree to ratify and confirm all and whatsoever the Attorney may do or cause to be done in the premises in pursuance of these presents.

IN WITNESS WHEREOF this Power of Attorney is executed on this the _____ day of _____ 20____ at _____

The Common Seal of _____ Ltd. has been affixed hereunto pursuant to the Resolution of the Board of Directors dated _____ in the presence of :

X

X X

Borrower's Authorized Signatories

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For JMK GEC REALTORS (P) LTD

Authorised Signatory

Signature _____ Seal
(including witness)

#1 _____

#2 _____

#3 _____

Before Me

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

[Individual/Karta/Partner(s)/Trustee(s)/ Authorized
Signatory(s)/ Designated Partners]

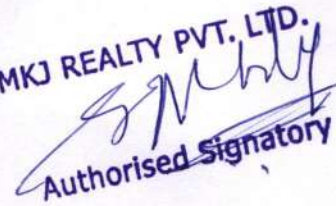
Notary Public

For JMK GEC REALTORS (P) LTD.

Authorised Signatory

For MODI PROPERTIES PVT. LTD.

Authorised Signatory

For SDNMKJ REALTY PVT. LTD.

Authorised Signatory

User Note

➤ Execution

- *Stamp Duty - This Deed shall be adequately stamped as per the requirements of the law applicable in the state in which it is executed.*
- *The stamp paper must be procured in the name of one of the parties executing the Deed.*
- *If the Deed is not printed on the stamp paper and is attached separately, then the parties should initial on the stamp paper (each one of them) and specify that the stamp paper forms a part of the Deed.*
- *All the blanks specified above need to be filled up, prior to execution.*
- *The details which are not applicable need to be crossed out and the comments should be removed.*
- *The signatories shall affix their initials on each and every page of this Deed and make a full signature on the signature clause.*
- *In case there are any blanks left out or any corrections made, the initials of the signatories shall be affixed thereon.*
- *The common seal of the company should be affixed whenever required.*