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भारत INDIA

INDIA NON JUDICIAL

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11.7.24

DC 724725

R DEVASEN.
S.V.L. No 16/B3/2004
17/A CLUB ROAD CH 3.

23-2024

AFFIDAVIT

Re : **M/s URBAN TREE REAL ESTATE DEVELOPERS LLP** represented by its Director **ABHISHEK MEHTA**

Property : Land comprised in Survey Numbers 429 and 456 of Manapakkam Village, Alandhur Taluk, Chennai District measuring an extent of 1 acre 47.58 cents. This is under mortgage to us against a loan granted to the company

In reference to your request email dated 27 June 2024 seeking an affidavit for obtaining RERA approval for development and construction of residential apartment project Excellence Phase 1 by Urban Tree for sale with UDS to prospective purchasers, we hereby declare that, we have authorized to sign Agreement/Deeds Sale Deed registration of UDS to Prospective buyers in relating

CAPITAL HOUSING FINANCE Chennai

to the said property subject to deposit of proceeds of proportional land value of sale towards the loan outstanding by URBAN TREE REAL ESTATE DEVELOPERS LLP



For TATA Capital Housing Finance Limited

To

M/s URBAN TREE REAL ESTATE DEVELOPERS LLP

Rep by Abhishek Mehta

8, Rutland Gate, 5th Street, Nungambakkam

Chennai 600006

SCANNED

2047/2024

DEED OF EXTENSION OF MORTGAGE

This Deed of Further Charge by Extension of Mortgage executed at Chennai on 21st day of FEBRUARY, 2024

BETWEEN

M/s. Urban Tree Real Estate Developers LLP, A Limited Liability Partnership, incorporated under the provisions of Limited Liability Partnership, 2008 having its registered office at Suraj Kunj, New No. 18, Old No. 8, Rutland Gate, 5th Street, Nungambakkam, Chennai, Tamil Nadu – 600 006. (hereinafter referred to as "**Mortgagor 1**")

AND

M/s. Charun Estates Private Limited, A private limited company, incorporated under the provision of the Company Act, 2013 having its registered office at Flat No. C, 4th Floor, No.40/41. R.A. Puram Second Main Road, Chennai – 600028 represented by its General Power of Attorney Agent M/s. Urban Tree Real Estate Developers LLP, a Limited Liability Partnership, incorporated under the provisions of Limited Liability Partnership, 2008 having its registered office at Sura Kunj, New No. 18, Old No. 8, Rutland Gate, 5th Street, Nungambakkam, Chennai, Tamil Nadu – 600 006 (hereinafter referred to as "**Mortgagor 2**") and Mortgagor 1 and Mortgagor 2 are collectively termed as "**Mortgagor(s)/ Borrower**" and (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

TATA CAPITAL HOUSING FINANCE LIMITED, a non-banking financial Company incorporated under the provisions of the Companies Act 1956 and duly registered with Reserve Bank of India, and having its Registered Office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 and Branch Office at Centennial Square, 5th Floor, 6A, Dr. Ambedkar Sala, Kodambakkam, Chennai 600024hereinafter referred to as "**TCHFL**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **THIRD PART**

WHEREAS:

a) Whereas the Borrower had approached TCHFL to grant a Term Loan Facility a sum of INR 70,00,00,000/- (Rs. Seventy Crores only) ("**First Loan**") and TCHFL has acceded to such

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For URBAN TREE REAL ESTATE DEVELOPERS LLP
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request of the Borrower and has granted the said First Loan to the Borrower pursuant to the Loan Agreement dated 27.06.2022 entered into between the Borrower and TCHFL ("**First Loan Agreement**") basis sanction letter dated 10.06.2022 ("**First Sanction Letter**").

b) As per the terms of the said First Loan Agreement, the Mortgagor has vide Registered Deed of Simple Mortgage dated 08.07.2022 attached hereto in Annexure below ("**said First Mortgage Deed**") mortgaged the properties more particularly described in the **Schedule I** hereto ("**Property**") in favour of TCHFL to secure the due payment of the said First Loan together with interest, additional interest, default interest, penal interest, costs, charges, expenses and all other monies payable by the Borrower in terms of the First Loan Agreement ("**1st Mortgage Debt**")

c) Thereafter, Borrower approached TCHFL to grant a Term Loan Facility for an amount of INR 15,00,00,000/- (Rs Fifteen Crore only) (hereinafter referred to as "**Second Loan**") to the Borrower basis sanction letter dated 19.02.2024 ("**Second Sanction Letter**"). TCHFL has acceded to such request of the Borrower, and has granted the said Second Loan to the Borrower pursuant to and based on the terms and conditions as mentioned in the Loan Agreement dated 19.02.2024 entered into between the Borrower and TCHFL ("**Second Loan Agreement**"). One of the terms of the Second Loan Agreement is that the obligations of the Borrower to repay the Second Loan together with interest, additional interest, default interest, penal interest, costs, charges, expenses and all other monies payable by the Borrower in terms of the Second Loan Agreement ("**2nd Mortgage Debt**") shall be secured, inter alia, by way of Further Charge by way extension of Mortgage on the said Property of Mortgagor in order to secure the repayment of the 2nd Mortgage Debt.

d) It is thus, the intention of the Mortgagor to create:

i. a further charge in favour of TCHFL by way of extension of mortgage over the Property in order to secure the said 2nd Mortgage Debt together with the already existing charge.

e) The Parties are desirous of recording the terms and conditions of extension and creation of charges by way of mortgage as is being done hereafter by these presents

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

I. EXTENSION OF MORTGAGE AND CREATION OF FRESH CHARGE

In consideration of granting the First Loan and Second Loan and in pursuance of the terms of the said Loan Agreements:

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a. the Mortgagor doth hereby extend the first and exclusive charge on the Property in favour of TCHFL in order to secure the due repayment of the 2nd Mortgage Debt together with the existing charge for repayment of the 1st Mortgage Debt.

Accordingly, the Property stands mortgaged in favour of TCHFL on a first and exclusive basis in order to secure the 1st Mortgage Debt and 2nd Mortgage Debt. The said Properties shall stand mortgaged in favour of TCHFL as long as there is any amount payable under any of the Mortgage Debt and neither of the Mortgagors shall raise any disputes over the rights of TCHFL as mortgagee.

II. DUE DATE

The due dates ("Due Dates") for each of the loans i.e. First Loan and Second Loan shall be as prescribed in the respective Loan / Facility Agreements or such revised dates as may be decided by TCHFL at its sole discretion and communicated to the Mortgagor.

III. COVENANTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

a. All the covenants, representations, warranties and undertakings of the Mortgagor under the said Mortgage Deed shall also apply to the Mortgagor and the mortgage created hereby as if the same were repeated and expressly set out hereunder. All the terms and conditions thereof shall also apply to the mortgage hereby created.

b. The said Mortgage Deed shall take effect and be read and construed as if the contents of this Deed had formed part of and had always been contained in the said Mortgage Deed. More particularly, the Mortgagors confirm that notwithstanding anything contained in the said Mortgage Deed, TCHFL shall not be bound to release the said Properties unless all the monies, indebtedness and liabilities of either of the Mortgagors intended to be secured by the mortgage in respect of the Aggregate Mortgage Debt and also all other indebtedness and liabilities of the Mortgagors to TCHFL in whatever capacity, shall have been paid and satisfied in full to TCHFL to its satisfaction.

c. The Mortgagors confirm that the said Properties absolutely belong to the Mortgagors and no one else has any right, title and interest therein. The Mortgagors declare that the said Properties are free from any encumbrance apart from the mortgage already created for the First Loan.

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d. The Mortgagors confirm that the mortgage/s shall subsist notwithstanding the granting of totally new limits, facilities or account/s coming into credit or interchangeability of limits, cancellation of certain limits, etc.

e. The Mortgagors confirm that no proceedings for recovery of any statutory dues, taxes, etc. are being initiated nor were initiated in the past nor any proceeding or levy or tax is pending against the Mortgagors under the Income Tax Act, 1961 or the Sales Tax Laws, and that no notice has been issued / or served on the Mortgagors under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law for the time being in force.

IV. MORTGAGORS' COVENANTS

The Mortgagors hereby agree and confirm individually in their own capacities and with respect to their respective properties and respective loans and respective mortgage debts that:

i) if any payment of interest is not made in the manner as provided in the Facility Agreement / Escrow Agreement (whether formally demanded or not) it shall be added to the principal sum and be subject to the payment of penal charges as specified in the Facility Agreement and shall be chargeable upon the Mortgaged Properties for all intents and purposes recorded herein, however, this provision shall not in any way permit the Mortgagor to allow any interest or the agreed installment/s towards the principal amount to fall in arrears nor shall it in anywise interfere with, prejudice, limit or affect the right of sale or any other powers or remedies for securing and enforcing payment of the Mortgage Debt hereunder payable.

ii) if the Borrower shall pay to the Mortgagee the said Facility Amount in the manner as provided in the Facility Agreement / Escrow Agreement together with the agreed rate of interest, and in the aforestated manner and also all other moneys by law or under these presents or under the Facility Agreement payable by the Borrower to the Mortgagee then and in such case the Mortgagee shall at the request, cost, charges and expenses of the Mortgagor release the said Properties by executing a Deed of Release.

iii) The Borrower shall pay default interest, penal charges and such other additional charges as specified in the Facility Agreement in case of default of payment of any installment or interest on the date fixed for payment thereof at the rate as agreed by the Borrower in the Facility Agreement.

iv) The Mortgagee shall be entitled to charge, at its own discretion, enhanced rates of interest on the accounts either on the entire outstanding or a portion thereof for any default in the payment of principal or interest prescribed in the Facility Agreement for such period as the

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default continues or for such time as the Mortgagee deems it necessary and or in the manner agreed to by the Mortgagor in the Facility Agreement. Charging of such enhanced rate shall be without prejudice to the Mortgagee's other rights and remedies under this Agreement or otherwise, provided that the interest rate payable by the Mortgagor shall be subject to the changes in the interest rates made by Reserve Bank of India ("RBI") or the Mortgagee due to variation in the Prime Lending Rate from time to time.

v) The Mortgagor further covenants that in the event of the Borrower's failing to pay and discharge the amounts due hereunder, the Mortgagee shall at its option also be entitled, to file a suit against the Mortgagor for the recovery of the amounts due from the Mortgaged Properties described hereto as well as from the Mortgagor personally and to enforce all the remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.

vi) That the Mortgagor will pay all costs, charges and expenses between attorney and client in any way lawfully incurred or paid by the Mortgagee and incidental to or in connection with these presents or its security and incurred as well as for the assertion or defence of the rights of the Mortgagee as of the production and security of the mortgaged premises and for the demand, realisation and recovery of the said principal sum, interest and other moneys payable to the Mortgagee and the same shall, on demand be paid by the Mortgagor to the Mortgagee with interest thereon at the rate aforesaid from the time of the same having been so incurred and until such payment the same shall be a charge upon the Mortgaged Properties.

vii) All the obligations of a Mortgagor and all the rights remedies and powers of a Mortgagee under the law for the time being in force except so far as they may be expressly varied by or may be inconsistent with these presents shall be deemed to be incorporated in these presents provided that the provisions of Section 61, 65A and 67A respectively of the Transfer of Property Act, 1882 shall not apply to these presents or to the Mortgagor or the Mortgagee inter se and this shall be deemed a contract to the contrary for the purpose of those Sections.

viii) The security hereby created shall be a continuing security to the extent at any time of together with interest as more particularly set out in the said Facility Agreement and penal rate as set out in the Facility Agreement over and above the aforesaid interest, in the event of delayed payment plus interest tax with monthly rests payable thereon as also the costs, charges, expenses payable under the said facility, and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation at any time hereafter of any sum or sums of money for the time being due in respect of the facility granted by the Mortgagee to the Mortgagor, but shall within the limit aforesaid extend to cover and be a security for every sum and all sums of money at any time due to the Mortgagee in respect thereof notwithstanding the fact that the said facility as aforesaid may at any time or from time to time be reduced or extinguished or the balance or the said facility be brought to credit. This security may be

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enforced against the Mortgagor, in accordance with the Facility Agreement, without first having recourse to any other rights of the Mortgagee.

ix) Upon the happening and continuance of an Event of Default in terms of Finance Documents, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of the Mortgaged Properties and henceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any Person or Persons whomsoever acting on behalf of the Mortgagor.

x) The Mortgagor and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and to the use of the Mortgagee on the terms of these presents as shall be reasonably required by the Mortgagee.

xi) The Mortgagor shall at all times during the continuance of these presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagor or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Mortgagor and would affect the security created hereunder.

xii) The Mortgagee shall have all powers incidental to and necessary for realisation of the security of the Receivables and the Mortgagor hereby irrevocably appoints the Mortgagee at the Mortgagor's risk and expenses as the Attorney for and in the name of the Mortgagor or otherwise
to do all such acts, deeds and things as may be necessary in connection with the same and shall, without prejudice to aforesaid powers conferred on the Mortgagee, execute (if necessary) a power of attorney in favour of the Mortgagee for the same and shall also execute such further documents and provide and furnish all information, reports, returns, certificates and statements as may be required by the Mortgagee from time to time in connection with this Receivables.

V. MORTGAORS' REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Mortgagors hereby represent, warrant and undertake individually in their own capacities and with respect to their respective properties and respective loans and respective mortgage debts that:

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(a) The Mortgagor is the sole and absolute owner and beneficiary of the Mortgaged Properties and is absolutely entitled to the same and to all incidental rights thereof and to the use, enjoyment and occupation of the Mortgaged Properties and except the Mortgagor no other person or persons have any right, title, interest, claim or demand of any nature whatsoever over the Mortgaged Properties and the Mortgaged Properties are free from any prior charge or encumbrance and the Mortgagor now hath good right, full power and absolute authority to grant, convey, transfer and assure the Mortgaged Properties unto and to the use of the Mortgagee;

(b) The Mortgagor shall not at any time during the continuance of these presents create any further mortgage, charge, lien or any encumbrance of any kind whatsoever on the Mortgaged Properties;

(c) The Mortgagor shall at all times during the continuance of these presents and the security hereby created pay or cause to be paid all the ground rent, taxes, rates and other charges, duties and outgoings, present as well as future, payable in respect of the Mortgaged Properties immediately they shall have become due;

(d) The Mortgagor shall at all times during the continuance of these presents as a security hereby created keep the Mortgaged Properties and every part thereof in good and substantial state of repair and will if so required by the Mortgagee also keep the same adequately insured (and if so required by the Mortgagee in the joint names of itself and the Mortgagee) against loss or damage by fire, flood and other customary risks or such other risks as the Mortgagee may require and the Mortgagor shall duly and punctually pay all premia in respect of such insurance and shall keep the insurance in force through out the term of the security hereby created and will deliver and leave with the Mortgagee the original insurance policy and will lodge with the Mortgagee all receipts for premia thereof and shall not do or suffer to be done any act or commit or allow to be committed any default whereby any such insurance shall be rendered void and voidable or any increased premium will become payable thereof;

(e) In case the Mortgagor shall neglect to keep the said Properties or any part thereof in good and substantial repair or to pay the ground rent, rates, taxes and other dues, charges, and outgoings as aforesaid or to effect or keep up such insurance, it shall be lawful but not obligatory upon the Mortgagee to do the same and all monies expended by the Mortgagee in so doing shall on demand be forthwith repaid by the Mortgagor and until such repayment the same shall be a

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charge upon the Mortgaged Properties jointly with the principal sum and interest hereby secured as if they had formed part thereof;

(f) The Mortgagor will permit the Mortgagee with the officers, servants and agents from time to time and at all reasonable times to enter into and upon the said Properties and to inspect the same and if upon such inspection it appears to the Mortgagee that the said Properties or any part thereof require repairs or replacement, the Mortgagee may give notice to the Mortgagor calling upon it to repair or replace the same and in the event of the failure on the part of the Mortgagor to do so within a reasonable time, it shall be lawful but not obligatory as the Mortgagee to do the same and all expenses incurred by the Mortgagee shall be forthwith repaired by the Mortgagor and until such repayment will be charge upon the Mortgaged Properties jointly with the said Mortgage Debt hereby secured as if they had formed part thereof;

(g) The Mortgagor shall not without the written consent of the Mortgagee first had and obtained let or otherwise transfer or put any third party in possession or otherwise create any third party's rights into or upon the Mortgaged Properties or any part thereof and the Mortgagee shall be entitled in its absolute discretion to refuse to give such consent;

VI. MORTGAGORS' DECLARATION

The Mortgagors hereby agree and declare individually in their own capacities and with respect to their respective properties and respective loans and respective mortgage debts that:

1. The powers of leasing contained in Section 65A of the said Transfer of Property Act shall not be exercised by the Mortgagor.

2. The Mortgagee shall have the right by a notice in writing to require the Mortgagor forthwith to discharge in full its liabilities to the Mortgagee hereunder in the following cases and in any of such cases the whole of the amount then remaining payable to the Mortgagee shall at the option of the Mortgagee become payable to the Mortgagee as if the time for the payment thereof had expired and the Mortgagee shall be entitled to exercise all its rights and remedies hereunder:-

   (i) The Mortgagee may by notice require the Mortgagor to discharge in full its liability to the Mortgagee in the following cases, namely:

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a) If it appears to the Mortgagee that false or misleading information in any material particulars was given by the Mortgagor to the Mortgagee in respect of the said Mortgage Debt hereby secured; or

b) If there is any reasonable apprehension that the Mortgagor is unable to pay its debts or proceedings for taking it into liquidation may be commenced; or

c) If the Mortgaged Properties hereby mortgaged and assigned to the Mortgagee for the benefit of the Mortgagee as security for the Facility hereby secured are not insured and kept insured by the Mortgagor to the satisfaction of the Mortgagee or if the Mortgaged Properties depreciate in valuation in the sole opinion of the Mortgagee by more than such percentage as shall be fixed by the Mortgagee

d) If default shall be committed by the Mortgagor in making payment of the Mortgage Debt as set out in Facility Agreement ; or

e) If default shall be committed by the Mortgagor in the observance or performance of any of the covenants or provisions of these presents; or

f) If the Immovable Property or any part thereof are taken up by the Government or any public body entitled to do so for a public purpose; or

g) If execution or distress is levied against the whole or any part of the Mortgaged Properties; or

h) If a Receiver is appointed of the Mortgaged Properties or any part thereof; or

i) If any circumstances shall occur which shall prejudice impair or imperil or are likely to impair or imperil or depreciate the security/ Mortgaged Properties of the Mortgagee; or

j) If any Event of Default as defined in the Facility Agreement has happened.

k) If for any reasons, it is necessary in the opinion of the Mortgagee to protect the interest of the Mortgagee,

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PROVIDED ALWAYS that the decision of the Mortgagee as to whether any of the aforesaid events or circumstances had occurred shall be final conclusive and binding on the Mortgagor.

3. If the said Properties or any part thereof shall at any time or times be taken up or requisitioned or acquired by the Government or any public body or authority entitled to do so, the Mortgagee shall be entitled to receive the whole of the compensation which the Mortgagor will be entitled or be declared and entitled to and to apply the same or a sufficient portion thereof towards repayment of the Mortgaged Debt hereby secured.

4. Any notice required to be served on the Mortgagor shall for the purpose of these presents be deemed to be sufficiently served if it is left at the abovementioned address of the Mortgagor or left or affixed and such notice shall also be deemed to properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagor and such service shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered even though returned unserved on account of refusal or otherwise howsoever.

5. The Mortgagor shall pay the costs, charges and expenses between "Advocate and Client" anywise incurred or paid by the Mortgagee of and incidental to or in connection with these presents or this security and incurred as well for the assertion of defence of the rights of the Mortgagee as for the protection and security of the Mortgaged Properties and for the demand, realization and recovery of the Mortgaged Debt and other moneys payable to the Mortgagee the same shall on demand be paid by the Mortgagor the Mortgagee and until such repayment the same shall be a charge upon the mortgaged premises.

6 If the Mortgagor shall fail to pay to the Mortgagee the Mortgage Debt in the agreed manner as provided above, then and in such case the Mortgagee shall have full right and liberty to cause the Mortgaged Properties to be sold through the court of law and recover the Mortgage Debt.

7. The Mortgagor has executed this deed in favour of the Mortgagee out of his free will and volition and is not under coercion, force, fraud or misrepresentation.

8. The Stamp duty and registration charges payable on this instrument as also all incidental cost, charges and expenses thereof shall be paid and borne by the Mortgagor.

VII. DISPUTE RESOLUTION

In the event of any dispute or differences arising directly or indirectly out of this Agreement or otherwise, the Parties undertake to use all reasonable endeavours to resolve such disputes

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amicably. If disputes and differences cannot be settled amicably, then all disputes and differences arising between the Parties hereto in connection with this Agreement or the interpretation hereof or anything done or omitted to be done pursuant hereto or the performance or non-performance of this Agreement shall be referred to Arbitration. Such disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by Arbitration to be held at Chenna in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement therefore and shall be referred to the sole arbitration of a person to be appointed by the Mortgagee. The expenses of the arbitration shall be borne in such manner as the arbitrator may determine. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator, the Mortgagee shall appoint a new arbitrator. The award including interim award/s of the arbitration shall be final, conclusive and binding on all parties concerned. The Arbitrator shall not give any reason for his award including interim award/s. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct the arbitration proceedings in such manner as he considers appropriate. The Arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or such other law relating to Arbitration as may be in force in India at the relevant time.

VIII. GOVERNING LAW AND JURISDICTION

1. Notwithstanding anything contained hereinabove, in the event due to any change in the legal status of TCHFL or due to any change or amendment in law or notification being issued by the Central Government or otherwise, TCHFL comes under the purview of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (the "DRT Act"), which enables TCHFL to enforce the security under the provisions of SARFAESI Act or proceed to recover dues from the Borrower under the SARFAESI Act and/or the DRT Act, the arbitration provisions hereinbefore contained shall, at the option of TCHFL, cease to have any effect and if arbitration proceedings are commenced but no award is made, then at the option of TCHFL such proceedings shall stand terminated and the mandate of the arbitrator shall come to an end from the date when such law or its change/amendment or the notification, becomes effective or the date when TCHFL exercises it's option of terminating the mandate of arbitrator, as the case may be. Provided, that neither a change in the legal status of TCHFL nor a change/amendment in law or issuance of notification as referred to in this sub paragraph above, will result in invalidating an existing award passed by an Arbitrator pursuant to the provisions of the Agreement.

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2. Without prejudice to above, each Party submits to the exclusive jurisdiction of the courts at Chennai, India.

3. This Deed is governed by the laws of India.

SCHEDULE

Description of said Properties/ Property

A. EMERALD ENCLAVE PHASE I & II

Layout of 54 Plots comprised in S.No. 457/1, 2, 3, 4, 5, 6, 459/1B, 3, 4, 5 & 460/2 and 2 Plots comprised in S.No. 459/1A & 459/2 of Manapakkam Village, Alandur Taluk, Chennai District together with all buildings, structures, erections and constructions of every description including but limited all flats/apartments/units along with any cancellation in sold units which shall be part of security and receivables therein which are erected, constructed, hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water – courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the present and future FSI (floor space index) available to this land parcel or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor.

LIST OF UNSOLD UNITS

S.No.	Plot No	Plot Area (in sq.ft.)
1	6	1,503
2	7	1,370
3	51	1,059
4	53	869
5	Plot no-1	2,444
6	Plot no-2	3,655
	Total	**11,500**

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B. EMERALD ENCLAVE PHASE – III

Layout of Plots over the land of an extent of 68 cents (Gross land of an extent of 1.75 Acres less 977.96 sq.mts., gifted areas) comprised in S.Nos.458/2B1 & 458/2B2 of Manapakkam Village in the Layout named as Emerald Enclave by Urban Tree Phase – III, Plot Nos.1 to 22, 24 and 25, Manapakkam, Alandur Taluk, Chennai District together with all buildings, structures, erections and constructions of every description including but limited all flats/apartments/units along with any cancellation in sold units which shall be part of security and receivables therein which are erected, constructed, hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water – courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the present and future FSI (floor space index) available to this land parcel or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor.

LIST OF UNSOLD UNITS

S.no	Plot No	Plot Area in Sq.ft (Rounded Off)
1	1	1,013
2	2	1,192
3	3	1,494
4	4	1,492
5	5	1,231
6	6	1,155
7	7	1,149
8	8	1,077
9	9	1,030
10	10	1,311
11	11	1,562
12	12	1,236
13	13	1,236
14	14	1,236
15	15	1,236

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For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

16	16	1,236
17	17	1,236
18	18	1,227
19	19	1,236
20	20	1,236
21	21	1,386
22	22	1,465
23	24	979
24	25	974
	Total	**29,625**

C. EXCELLENCE PHASE I

Residential Apartment over the land of an extent of 1 acre 47.58 cents (Gross land of an extent of 1.71 Acres less gifted area of 402.60 sq.mts. minus 545 sq.mt. vacant land for future development) comprised in S.Nos.429 (part) & 456 of Manapakkam Village, Excellence by Urban Tree, Manapakkam, Alandur Taluk, Chennai District together with all buildings, structures, erections and constructions of every description including but limited all flats/apartments/units along with any cancellation in sold units which shall be part of security and receivables therein which are erected, constructed, hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water – courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the present and future FSI (floor space index) available to this land parcel or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor.

LIST OF UNSOLD UNITS

List of unsold units will be submitted to the TCHFL once plan is approved by the authority.

D. VACANT LAND – PROPOSED PROJECT "EMERALD ENCLAVE PHASE – IV"

Vacant land for future development on a net land of 545 sq.mt (approx.) (or 13.46 cents) in Survey No.429 (part) of Manapakkam Village, Alandur Taluk, Chennai District together with all buildings, structures, erections and constructions of every description including but limited all flats/apartments/units along with any cancellation in sold units which shall be part of

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For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

security and receivables therein which are erected, constructed, hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water – courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the present and future FSI (floor space index) available to this land parcel or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor.

LIST OF UNSOLD UNITS

List of unsold units will be submitted to the TCHFL once plan is approved by the authority.

E. VACANT LAND – PROPOSED PROJECT "EXCELLENCE PHASE II"

Vacant land for future development on a net land of 3352.001 Sq.mt. (or) 82.83 cents in Plot No.23 comprised in Survey No.458/2B1 & 458/2B2 of Manapakkam Village, Alandur Taluk, Chennai District together with all buildings, structures, erections and constructions of every description including but limited all flats/apartments/units along with any cancellation in sold units which shall be part of security and receivables therein which are erected, constructed, hereby constituted be erected, constructed and standing or attached to the aforesaid lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, water – courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL the present and future FSI (floor space index) available to this land parcel or granted by authority including the transferable development rights (TDR) whether presently in existence or in the future belonging to or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; AND all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor.

LIST OF UNSOLD UNITS

List of unsold units will be submitted to the TCHFL once plan is approved by the authority.

Receivables

All the monies accruing or arising out of the Project constructed on the said Properties, including all present and future constructions thereon, the right, title and interest of

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Registering Officer

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

_____ over the Project, proceeds payable under the insurance policies for the Project, cash flows which includes but not limited to sale, rent, license fees, security deposits, from the Project and any escrow account(s) maintained and operated for such purpose, described herein above and includes without limitation the amount which are either presently payable or payable in the future in respect of the purchase price payable towards the allotment/ purchase of the Flats and/or the amenities annexed thereto, by the allottees / purchasers (present or future) of the said Flats whether under a letter of allotment and/or agreement for sale executed or any other document executed between the Borrower and the allottee / flat purchaser in this regard, the Escrow Account, the approvals for the Project and the proceeds payable under the Insurance Policies.

1. All the securities as mentioned hereto shall be available to TCHFL & its group companies) as security against all the Facilities offered to the Borrower(s) by TCHFL and/or its other group company.
2. Project Documents i.e. (a) all lease deeds / agreements/ conveyance deeds / sale deeds in relation to the Immovable Properties pertaining to the Project; (b) all contracts, writings entered into with any Authority in connection with the Project; (c) all Clearances, contracts, agreements and writings entered into or obtained by the Borrower in any manner connected with (i) the designing, construction, development, operation, management and/or maintenance in relation to the Project, ; (ii) supply of material, spares, equipment, operation and maintenance services and other technical and specialized services for the operations and maintenance in relation to the Project; (d) the effective exercise of the rights granted to the Borrower and discharge by the Borrower of its obligations under any of the documents referred as above & all performance bonds and other security documents and arrangements furnished by any of the parties under the documents referred to above in favour of or for the benefit of the Borrower and any other document(s) that may be designated as such by TCHFL.

N WITNESS WHEREOF the Parties have set and subscribed their hands hereto, the day and year first hereinabove mentioned at Chennai

SIGNED, SEALED AND DELIVERED by **Urban Tree Real Estate Developers LLP** through their authorized signatory

_____

SIGNED, SEALED AND DELIVERED by **Charun Estates Pr vate Limited**, through their authorizec signatory _____

(Witnesses)

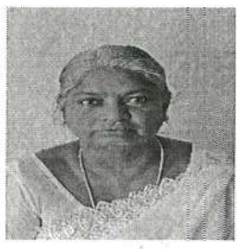
1. S.Karthick S/o Shanmugam
259, 100 Street
Anna nagar west
Chennai - 40

2. M. Babu
M. BAW S/o MURALI
2N. VSK avenue
Avvibakkam
Chennai - 106

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of Book I Contains 27 Sheets
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Registering Officer

DRAFTED BY



L. GNANASOUNDARY
DOCUMENT WRITER
LICENCE NO A2/MS (S)/96
No.32/1, Vaigundapuram,
Nungambakkam, Chennai-34.
Ph:9840042467

R/1 எண் இணை சார்பதிவாளர் தென் சென்னை/புத்தகம்-1/2047/2024

1899ம் ஆண்டு இந்திய முத்திரைச் சட்டம் 42வது பிரிவின் கீழான சான்று

2024ம் ஆண்டு வரிசை எண் 1289

'Suraj Kunj', New No.18, Old No 8, Rutland Gate 5th Street, Nungambakkam, Chennai - 600006, சென்னை, தமிழ்நாடு, இந்தியா, 600006-ல் வசிக்கும் திரு அபிஷேக் மேத்தா என்பவரிடமிருந்து ₹ 50,000/- (ரூபாய் ஐம்பதாயிரம் மட்டும்) இந்த ஆவணத்திற்காக இந்திய முத்திரைச் சட்டம் 41வது பிரிவின் படி குறைவாயிருந்த முத்திரைக் கட்டணம் வசூலிக்கப்பட்டது என நான் இதன் மூலம் சான்றளிக்கிறேன்.

சார்பதிவாளர் : 1 எண் இணை சார்பதிவாளர் தென்சார்பதிவாளர் மற்றும் இந்திய முத்திரைச் சட்டம் பிரிவு 41ன் படி ஆட்சியர்
சென்னை
நாள்: 21/02/2024

2024 ஆம் ஆண்டு பிப்ரவரி மாதம் 21ம் தேதி மாலை 05:45 மணியளவில் 1 எண் இணை சார்பதிவாளர் தென் சென்னை சார்பதிவாளர் அலுவலகத்தில் தாக்கல் செய்யப்பட்டன. ₹ 1610/- செலுத்தியுள்ளார்.

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Registering Officer

இடது பெருவிரல்  	கூடுதல் விவரங்கள் ஆவண வாசகத்தில் உள்ளபடி	
எழுதிக் கொடுத்ததாக ஒப்புக் கொண்டவர் இடது பெருவிரல்  	"சம்மதத்துடன் கூடிய ஆதார் அங்கீகாரம்" என்ற வழி இந்த நபரின் அடையாளம் விரல் ரேகை மூலம் ஆதார் ஆணையத்துடன் சரிபார்க்கப்பட்டது. ஒப்பீட்டு எண் : UKC:554785d29b942ade9c4f238bd6e9b297436661 (Details from UIDAI : Abhishek Mehta S/O: Lalith Mehta, 1980, xxxxxxxx1857)	
எழுதிக் கொடுத்ததாக ஒப்புக் கொண்டவர் இடது பெருவிரல்  	"சம்மதத்துடன் கூடிய ஆதார் அங்கீகாரம்" என்ற வழி இந்த நபரின் அடையாளம் விரல் ரேகை மூலம் ஆதார் ஆணையத்துடன் சரிபார்க்கப்பட்டது. ஒப்பீட்டு என் : UKC:361024d10d6d1d23a349b9ae25c01da7c076e7	

(Details from UIDAI : Abhishek Mehta S/O: Lalith Mehta, 10-01-1930, xxxxxxxx1857)	

2024 ஆம் ஆண்டு பிப்ரவரி மாதம் 21ம் நாள்

PRABU J
சார்பதிவாளர்
1 எண் இணை சார்பதிவாளர் தென் சென்னை

R/1 எண் இணை சார்பதிவாளர் தென் சென்னை/புத்தகம்-1/2047/2024 எண்ணாகப் பதிவு செய்யப்பட்டது.

நாள்: 21/02/2024
1 எண் இணை சார்பதிவாளர் தென் சென்னை

PRABU J
சார்பதிவாளர்

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Registering Officer


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAFFU9584N
नाम / Name
URBAN TREE REAL ESTATE
DEVLOPERS LLP
18042019
निगमन/गठन की तारीख
Date Of Incorporation/Formation
01/04/2019

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

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Registering Officer



For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

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Registering Officer

இந்திய அரசாங்கம்
Government of India



ச கார்த்திக்
S Karthick
பிறந்த நாள்/DOB: 03/04/1985
ஆண்/ MALE

4682 9417 7179

எனது ஆதார், எனது அடையாளம்

இந்திய தனித்துவ அடையாள ஆணைய அமைப்பு
Unique Identification Authority of India

Address:
S/O: Shanmugam, 259, GANDHI MAIN ROAD, V O C STREET T V NAGAR THIRUNMANGALAM, ANNA NAGAR WEST, Anna Nagar, Chennai, Tamil Nadu - 600040

முகவரி:
S/O: சண்முகம், 259, காந்தி மெயின் ரோடு, வி ஓ சி தெரு டி வி நகர் திருமங்கலம், அன்னா நகர் மேற்கு, அண்ணா நகர், சென்னை, தமிழ் நாடு - 600040

4682 9417 7179

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

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

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Registering Officer

இந்திய அரசாங்கம்
Government of India



பாலு மு
Balu M
பிறந்த நாள்/DOB: 14/02/1988
ஆண்/ MALE

8902 3679 0448

எனது ஆதார், எனது அடையாளம்

இந்திய தனிப்பட்ட அடையாள ஆணைய அமைப்பு
Unique Identification Authority of India

Address:
S/O: Murali, 4-212 a, n s k nagar 11 street, Arumbakkam, Chennai, Tamil Nadu - 600106

முகவரி:
தந்தை / தாய் பெயர்: முரளி, 4-212 ஏ, என் எஸ் கே நகர் 11 தெரு, அரும்பாக்கம், சென்னை, தமிழ் நாடு - 600106

8902 3679 0448

help@uidai.gov.in www.uidai.gov.in

M. Balu

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER / AUTHORISED SIGNATORY

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Registering Officer

Dated: 21-02-2024

TO,
The Sub Registrar,
Joint – I Chennai South
Chennai.

Dear Sir,

Sub: Custody of Title Documents pertaining to the residential project "Emerald Enclave" and "Excellence (Phase I)" at Manapakkam Village, Alandur, Taluk, Chennai.

We hereby confirm that the title documents pertaining to the aforesaid residential project situated at **"Emerald Enclave" located at S. Nos. 457/1, 457/2, 457/3, 457/4, 457/6, 457/5 part, 459/3, 459/4, 459/5, 459/1B, 460/2, 459/1A, 459/2 & 457/5 part of Manapakkam Village, Alandur, Taluk, Chennai District and Apartment Project "Excellence (Phase I)" located at S. Nos. 429, 456 of Manapakkam Village, Alandur, Taluk, Chennai District**, have been deposited with us towards the Term Loan Facility availed/to be availed by the Developer **URBAN TREE REAL ESTATE DEVELOPERS LLP.**

1. **(Original)** Sale Deed dated 30.03.1989 (Doc.No.1252/89, District Registrar – Madras South).
2. **(Original)** Sale Deed dated 12.03.2010 (Doc.No.5752/10, District Registrar – Madras South).
3. **(Original)** Sale Deed dated 05.10.2020 (Doc.No.6764/20, District Registrar – South Chennai).
4. **(Original)** General Power of Attorney dated 01.02.2021 (Doc.No.1096/21, District Registrar – South Chennai).
5. **(Original)** Sale Deed dated 14.06.1989 (Doc.No.2266/89, District Registrar – Madras South) **along with Duplicate.**
6. **(Original)** Sale Deed dated 25.06.1987 (Doc.No.2668/87, District Registrar – Madras South).
7. **(Original)** Sale Deed dated 07.04.1989 (Doc.No.1365/89, District Registrar – Madras South) **along with Duplicate.**
8. **(Original)** Sale Deed dated 09.04.1945 (Doc.No.626/45, S.R.O. – Saidapet).
9. **(Original)** Sale Deed dated 18.05.1989 (Doc.No.1903/89, District Registrar – Madras South).
10. **(Original)** Sale Deed dated 11.05.1989 (Doc.No.1830/89, District Registrar – Madras South) **along with Duplicate.**
11. **(Original)** Sale Deed dated 05.04.1989 (Doc.No.1339/89, District Registrar – Madras South) **along with Duplicate.**
12. **(Original)** Sale Deed dated 30.03.1989 (Doc.No.1251/89, District Registrar – Madras South) **along with Duplicate.**
13. **(Original)** Sale Deed dated 10.04.1989 (Doc.No.1416/89, District Registrar – Madras South) **along with Duplicate.**
14. **(Original)** Sale Deed dated 27.06.1989 (Doc.No.2398/89, District Registrar – Madras South) **along with Duplicate.**
15. **(Original)** Sale Deed dated 02.09.2021 (Doc.No.9696/21, District Registrar – Chennai South).
16. **(Original)** Non Traceable Certificate dated 11.07.2021 issued by the Inspector of Police, T2 Ambattur Estate Police Station.
17. **(Original)** Certificate dated 14.01.2021 issued by Mr. K. Mohan, Advocate.
18. **(Original)** Partition Deed dated 31.10.2011 (Doc.No.[illegible]/11, District Registrar – Madras South) **(16/19 Pages).**

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Book 1 Contains 24 Sheets
Registering Officer

TATA CAPITAL HOUSING FINANCE LIMITED
Corporate Identity Number U67190MH2008PLC177552
Centennial Square 5th Floor 6A Dr Ambedkar Salai Kodambakkam Chennai 600 024
Tel 91 44 6656 7800 Fax 91 44 6627 7810 Website www.tatacapital.com
Registered Office Tower A 11th Floor Peninsula Business Park Senapati Bapat Marg Lower Parel Mumbai 400 013

19. **(Original)** Settlement Deed dated 07.09.2015 (Doc.No.11165/15, District Registrar – Chennai South).
20. **(Original)** Settlement Deed dated 29.02.2016 (Doc.No.2180/16, District Registrar – Chennai South).
21. **(Original)** Settlement Deed dated 10.03.2016 (Doc.No.2770/16, District Registrar – Chennai South).
22. **(Original)** General Power of Attorney dated 19.03.2021 (DocNo.3843/21, District Registrar – Chennai South).
23. **(Original)** Revocation of General Power of Attorney dated 03.09.2021 (Doc.No.9762/21, District Registrar – Chennai South).
24. **(Original)** Sale Certificate dated 02.09.2021 (Doc.No.9695/21, District Registrar – South Chennai).
25. **(Original)** Sale Certificate dated 03.09.2021 (Doc.No.9765/21, District Registrar – South Chennai).
26. **(Original)** Sale Certificate dated 03.09.2021 (Doc.No.9763/21, District Registrar – South Chennai).
27. **(Original)** Sale Certificate dated 03.09.2021 (Doc.No.9764/21, District Registrar – South Chennai).
28. **(Original)** Sale Certificate dated 03.09.2021 (Doc.No.9766/21, District Registrar – South Chennai).
29. **(Original)** Ratification Deed dated 03.09.2021 (Doc.No.10254/21, District Registrar – South Chennai).
30. **(Original)** Declaration cum Affidavit Deed dated 03.09.2021 (Doc.No.39/21, District Registrar – Chennai South).
31. **(Original)** Mortgage Deed dated 08.02.2021, (Doc.No.1540/21, District Registrar – Madras South).
32. **(Original)** Mortgage Deed dated 03.09.2021, (Doc.No.9769/21, District Registrar – Madras South).
33. **(Original)** Mortgage Deed dated 03.09.2021, (Doc.No.9770 /21, District Registrar – Chennai South).
34. **(Original)** Receipt Deed dated 05.07.2022, (No.10151/22, District Registrar – Chennai South).
35. **(Original)** Receipt Deed dated 06.07.2022, (No.10250/22, District Registrar – Chennai South).
36. **(Original)** Receipt Deed dated 06.07.2022, (No.10251/22, District Registrar – Chennai South).
37. **(Original)** Mortgage Deed dated 08.07.2022, (Doc.No.10343 /22, District Registrar – Chennai South).

Thanking you,

Yours faithfully,

For TATA Capital Housing Finance Limited

Authorized Signatory

HOUSING FINANCE LIMITED Chennai

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Registering Officer

TATA CAPITAL HOUSING FINANCE LIMITED
Corporate Identity Number U67190MH2008PLC187552
Centennial Square 5th Floor 6A Dr Ambedkar Salai Kodambakkam Chennai 600 024
Tel 91 44 6692 7800 Fax 91 44 6692 7810 Website www.tatacapital.com
Registered Office Tower A 11th Floor Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013

DIMENSIONS UNLIMITED

EXTRACTS of the minutes of the meeting of the Directors of **URBAN TREE REAL ESTATE DEVELOPERS LLP**, held at its Registered Office, New No 18, Old No. 8, Rutland Gate, 5th Street, Nungambakkam, Chennai - 600 006, Tami Nadu, India, on **19th February, 2024.**

The Partner Mr. Abhishek Mehta informed the board about the extension of Mortgage in favour of **TATA CAPITAL HOUSING FINANCE LIMITED** for an additional facility of an amount of Rs. 15,00,00,000/- (Rupees Fifteen Crore only) with respect to the following property

Item No.1 All that piece and parcel of vacant plots comprised in survey No. S.No. 457/1, 2, 3, 4, 5, 6, 459/1B, 3, 4, 5 & 460/2 and 2 Plots comprised in S.No. 459/1A & 459/2 of Manapakkam Village, Alandur Taluk, Chennai District

S.No.	Plot No	Plot Area (in sq.ft.)
1	6	1,503
2	7	1,870
3	51	1,059
4	53	869
5	Plot no-1	2,444
6	Plot no-2	3,655
	Total	**11,500**

Item No.2 All that piece and parcel of vacant plots comprised in survey S.Nos.458/2B1 & 458/2B2 of Manapakkam Village, Alandur Taluk, Chennai District

S.no	Plot No	Plot Area in Sq.ft (Rounded Off)
1	1	1,013
2	2	1,192
3	3	1,494
4	4	1,492
5	5	1,231

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of Book 1 Contains 27 Sheets
28 Sheet
Registering Officer

Suraj Kunj, No. 18, Old No. 8B, Rutland Gate 5th Street, Nungambakkam, Chennai - 600 006.
Board Line: +91 44 6600 5599 | contact@urbantree.in | www.urbantreehomes.com

6	6	1,155
7	7	1,149
8	8	1,077
9	9	1,030
10	10	1,311
11	11	1,562
12	12	1,236
13	13	1,236
14	14	1,236
15	15	1,236
16	16	1,236
17	17	1,236
18	18	1,227
19	19	1,236
20	20	1,236
21	21	1,386
22	22	1,465
23	24	979
24	25	974
	Total	**29,625**

Item No.3 All that piece and parcel of vacant land of an extent of 1 acre 47.58 cents (Gross land of an extent of 1.71 Acres less gifted area of 402.60 sq.mts. minus 545 sq.mt. vacant land for future development) comprised in S.Nos.429 (part) & 456 of Manapakkam Village, Excellence by Urban Tree, Manapakkam, Alandur Taluk, Chennai District

Item No.4 All that piece and parcel of vacant land for future development on a net land of 545 sq.mt (approx.) (or 13.46 cents) in Survey No.429 (part) of Manapakkam Village, Alandur Taluk, Chennai District

Item No.5 All that piece and parcel of vacant land for future development on a net land of 3352.001 Sq.mt. (or) 82.83 cents in Plot No.23 comprised in Survey No.458/2B1 & 458/2B2 of Manapakkam Village, Alandur Taluk, Chennai District

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The LLP after careful discussion have passed the follow ng resolution

RESOLVED that, **MR.ABHISHEK MEHTA**, Partner of the LLP be hereby authorised to represent the LLP to sign, execute the Mortgage Deed, Extension of Mortgage Deed and to present the same before the Jurisdictional Sub Registry, and to do all such acts and deeds as may be required for the fulfilment of the above purpose.

CERTIFIED TRUE COPY
For M/s. URBAN TREE REAL ESTATE DEVELOPERS LLP

ABHISHEK MEHTA
Partner

KAPIL PANSARI
Partner

ABHINAY MEHTA
Partner

For URBAN TREE INFRASTRUCTURES PVT. LTD.

Director

For Urban Tree Infrastructures Pvt Ltd
Partner

MANESSA RAGHAVAN
Partner

Document No. 2047 of 2024
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Registering Officer

ANNEXURE

(said First Mortgage Deed) 10343/2022

DEED OF SIMPLE MORTGAGE

THIS DEED OF SIMPLE MORTGAGE ("**Deed**") is executed at the place mentioned in Item No. 1 of **Schedule 1** hereto and on the date mentioned at Item No. 2 of **Schedule 1** hereto.

BY

The Mortgagor/s, the details whereof are given in Item No. 3 (i) of the **Schedule 1** attached herewith (hereinafter referred to as "**Mortgagor(s)**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its/his/her/their respective heirs, executors, administrators and legal representatives, successors and assigns) of the ONE PART

IN FAVOUR OF

Tata Capital Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 11th Floor, A Wing, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013, and its branch office at the place mentioned in Item No. 4 of **Schedule 1** hereto (hereinafter referred to as "**TCHFL**" or "**the Mortgagee**" which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **OTHER PART.**

The Mortgagor and the Mortgagee are hereinafter jointly referred to as "Parties" and individually referred to as "Party".

WHEREAS:

a. The Mortgagor is/ are seized and possessed of and otherwise well and sufficiently entitled to the Immovable Property as more particularly described in Schedule 2 hereunder written (hereinafter collectively referred to as the "**Project Land**") and are hereby developing the Project Land by constructing residential/ commercial projects mentioned in Schedule 2 hereunder (hereinafter referred to as the "**said Project**"). A copy of the approved / sanctioned plan of the said Project is annexed hereto as Annexure 1.

1

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER/AUTHORISED SIGNATORY

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THE SEAL OF THE REGISTRAR OF

For URBAN TREE REAL ESTATE DEVELOPERS LLP

PARTNER/AUTHORISED SIGNATORY

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பதிவுத்துறை

இரசீது - ஆவணப்பதிவு

RETURNED

இரசீது எண் : 2893/2024

ஆவண எண் : R/ 1 எண் இணை சார்பதிவாளர் தென் சென்னை/ புத்தகம்-1/ 2047 / 2024

திரு அபிஷேக் மேத்தா அவர்களிடமிருந்து ₹ 66,910 (ரூபாய் அறுபத்தாறாயிரத்து தொள்ளாயிரத்து பத்து மட்டும்) இணைய வழி: REG202402210429519 ₹ 300, REG202402210397375 ₹ 66610] கீழ்க்கண்ட விவரப்படி பெற்றுக் கொள்ளப்பட்டது.

வ.எண்	விவரம்	தொகை ₹)
1	முத்திரைத்தீர்வை (முத்திரைச் சட்டம் பிரிவு 41ன் படி)	50,000
2	பதிவுக் கட்டணம்	15,000
3	கணினிக் கட்டணம்	1,800
4	குறுந்தகடுக் கட்டணம்	00
5	ஆவண எழுத்தர் நலநிதி	10
	செலுத்தப்பட்ட மொத்தத் தொகை	66,910

1 எண் இணை சார்பதிவாளர் தென் சென்னை
22 FEB 2024

குறிப்பு: இந்த அசல் ஆவணம் உடனடியாக பக்க சான்று இடப்பட்டு ஒளி வருடல் செய்யப்பட்டு திரும்ப வழங்கப்படும். ஆகவே அசல் ஆவணத்தைத் திரும்பப் பெற தகுதி பெற்ற திரு / திருமதி /செல்வி திரு மு பாலு இது தொடர்பாக குறுஞ்செய்தி பெற்றவுடன் அசல் ரசீதை அளித்து அசல் ஆவணத்தை திரும்ப பெற்றுக்கொள்ளலாம். இதில் ஏதேனும் இடர்பாடுகள் இருப்பின் கட்டணமில்லா தொலைபேசி எண் 1800-102-5174 - ஐ தொடர்பு கொள்ளவும்.

1 எண் இணை சார்பதிவாளர் தென் சென்னை
அலுவலகம்

நாள்: 21/02/2024

பதிவு அலுவலர் கையொப்பம்

1 எண் இணை சார்பதிவாளர்
கைதாப்பேட்டை
தென்சென்னை

உருவாக்கப்பட்ட ஆவண/ வரைவு ஆவணச் சுருக்க விவரங்கள்			
பயனர் பெயர்	முழுப் பெயர்	கைப்பேசி எண்	உருவாக்கப்பட்ட நாள்
mosespaul (குடிமக்கள்)	Moses	8056133074	20-02-24 11:22:22 AM

1 அசல் ஆவணத்தைத் திரும்பப் பெரும்போது உரிய நபரின் விரல் ரேகை பெறப்படுகிறதா என உறுதிசெய்து கொள்ளவும்.

2 ஆவணதாரர்கள் தங்களின் சரியான கைபேசி எண்ணைப் பதிவுக்கு தாக்கலாகும் ஆவணத்தில் தெரிவித்தால், ஆவணம்/சொத்தின் நிலை குறித்த குறுஞ்செய்தியை பெறலாம்.

3 ஆவணத்தை குறித்த காலத்தில் திரும்பப் பெற்றுக்கொள்ளத் தவறும் பட்சத்தில் பாதுகாப்பு கட்டணம் வசூலிக்கப்படும்.

4 பட்டா மாற்றம் தேவைப்படும் ஆவணங்களுக்கு பட்டா மாற்றம் செய்யக் கோரும் படிவம் இவ்வலுவலகத்தில் இருந்து இணையதளம் வழியாகவே வருவாய்த்துறைக்கு அனுப்பப்பட்டுள்ளது. அதன் ஒப்புகைச் சீட்டை தங்களின் அசல் ஆவணத்தைத் திரும்பப் பெறும்போது கேட்டுப் பெற்றுக்கொள்ளவும்.

https://tnreginet.gov.in என்ற இணைய தளம் மூலம் வழங்கப்படும் சேவைகள்

- கட்டணமின்றி வில்லங்க விவரம் தரவிறக்கம் செய்யும் வசதி
- சார் பதிவாளர் அலுவலகம் நேரில் வராமல் இணையதளம் மூலம் சான்றிட்ட நகல்கள், வில்லங்க சான்று விபரங்கள் விண்ணப்பித்து மின்னஞ்சல் மூலம் சான்று பெரும் வசதி
- இணையதளம் மூலம் பொது மக்களே ஆவணம் உருவாக்கும் வசதி
- இணையதளம் மூலம் வழிகாட்டி மதிப்பை அறியும் வசதி, கட்டிட மதிப்பை கணக்கிடும் வசதி



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